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, August 5, 2025
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session
or immediately following the 6:00 PM Work Session/Briefing

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

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

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

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

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

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

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

- Submit a comment by 4:00 PM on Tuesday, August 5, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, August 5, 2025
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. The City Council will receive a briefing on the schedule and next steps for adopting the City's Comprehensive Plan. 7 - 13

City Council Briefing - Comprehensive Plan Adoption Schedule

B. Briefing on amending the Council Rules of Procedure as it relates to the date for posting the city council meeting agendas. 14 - 18

Council Rules of Procedure

C. Discuss the possible addition of a lighted artistic sign for Armstrong Park. 19 - 21

Armstrong Park Sign Briefing

D. Briefing on key changes presented by the adoption of the 2021 Building and Fire Codes and the 2023 Electrical Code, along with associated changes to City Ordinances and the Fee Schedule for Planning and Building. 22 - 102

Briefing for Updates to Building and Fire Codes and Associated Ordinances

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located east of Main Street, south of Camp Wisdom, north of Wintergreen, and west of Westmoreland; and to seek legal advice from City Attorney regarding such real property. 103

Executive Session

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. 104 - 105

Executive Session

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

CALL TO ORDER
INVOCATION - Dr. Hugo Gallegos of Duncanville First Baptist Church
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Fifteen applicants from Duncanville’s inaugural Arts Grant Award cycle have been invited to provide a brief 2-minute presentation to the City Council. 106 - 171

Fiscal Year 2024-2025 Arts Grant Applicants

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 July 10, 2025, City Council Special Meeting. 172

Special Called Meetings - 10 Jul 2025 - Minutes

B. Consider a Resolution ordering a Charter Election to be held on the 4th day of November 2025, for the purpose of submitting propositions "A" through "L" to amend various sections of the Home Rule Charter. 173 - 197

Ordering Charter Election
Spanish - Ordering Charter Election

Vietnamese - Ordering Charter Election

C. Consider an appointment to fill a vacancy on the Planning and Zoning Commission due to a resignation and the removal of a member from Keep Duncanville Beautiful. 198 - 202

Board and Commission Appointment and removal

D. Consider a resolution authorizing a one-year contract for investment consulting services with Valley View Consulting, LLC, with an option to renew for up to three (3) additional years, with an estimated annual expenditure in the amount of $50,000. 203 - 214

Valley View Consulting, LLC - Agreement with Renewal Options

E. Consider an Ordinance amending the FY 2024-2025 budget by appropriating fund balance resources and revenue received in the General, Utility, IT Replacement, and the One-Time Project Funds. 215 - 226

FY 2025 Budget Amendments - General, Utility, IT, One-Time Project Funds

F. Consider a Resolution to approve the City of Duncanville entering into a twelve (12) month contract with The Cigna Group for employee and retiree medical and dental insurance. 227 - 268

Employee and Retiree Medical and Dental Insurance

G. Consider a Resolution authorizing the acquisition of internet services from The University of Texas at Austin - Office of Telecommunication Services through an interlocal cooperative contract in the estimated expenditure amount of $36,000 for five (5) years. Fiscal year 2026 cost at $6,712.68, and allowing for yearly increases. 269 - 278

Interlocal Cooperation Contract with UT Austin, ITS, Office of Telecommunications Services

H. Consider a Resolution authorizing the purchase of mobile computers from Baycom Inc. using the Texas Department of Information Resources (DIR) Contract DIR-CPO-5225 in the amount of $68,071. 279 - 289

Purchase of Mobile Computers

I. Consider Resolution 2025-510 Approving an Amendment of the Purchase and Sale Agreement with KKMD Investments, LLC, authorizing a 30-Day Extension of the Inspection Period and Additional Earnest Money in the Amount of $10,000.00, for the commercial property located at 720 E. IH20. 290 - 316

KKMD Investments

J. Consider an Ordinance amending subsections (a), (b), (c), (e), (f), and (g), of Section 19-90, Maximum Limits in School Traffic Zones; Designation of School Traffic Zones," of Article V, "Speed Regulations," of Chapter 19, "Traffic," to modify the school zone flasher operation schedule for certain streets. 317 - 325

Amendment of School Zone Flasher Times

K. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with McMahon Contracting, LP for concrete paving services through City of Grand Prairie Contract 58634 for a one-year term with a renewal option for three additional one-year terms, in 326 - 340

an estimated contract amount not to exceed $2,077,088.10, subject to City Council appropriation.

Concrete Paving Services

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider Resolution 2025-504 approving the Tax Increment Financing (TIF) Reinvestment Zone No. 1 Annual Reports for fiscal years 2022 - 2024. 341 - 367

TIRZ No.1 Annual Reports for FY 2022 - FY 2024

C. Consider Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council. 368 - 378

Sole Source Procurement - Olsson Planning & Design

D. Conduct a Public Hearing for Consideration and action regarding the request of Mario Riojas, the applicant and owner. The applicant is requesting approval of a Specific Use Permit to allow for the use of Short-Term Rental. The property is located at 209 North Royal Oak Drive, City of Duncanville, Dallas County, Texas, being part of Lot 2, Block 2 of Winona Gardens Addition No. 2, an addition to the City of Duncanville, Dallas County, Texas, according to the plat recorded in Volume 19, Page 275, Map Records, of Dallas County, Texas. 379 - 411

Public Hearing for 209 N. Royal Drive

E. Conduct a Public Hearing for consideration and action regarding the request of Oliverio Aguilar, Applicant, for a Specific Use Permit to allow for the use “Short-Term Rental” on real property located at 710 Valley Hill Road, City of Duncanville, Dallas County, Texas, Town and Country Estates Rep, Blk C, LT 7, more commonly known as Town and Country Estates. 412 - 445

Public Hearing for 710 Valley Hill Road

F. Conduct a Public Hearing for consideration and action regarding the request of Noemia Lara, the applicant and owner. The applicant is requesting approval of a Specific Use Permit to allow for the use of Auto Repair and Services, Major. The property is located at Woodhaven Replat, Blk 2, Lot 8B, ACS 0.704, more commonly known as 508 East Red Bird Lane, City of Duncanville, Dallas County, Texas. 446 - 471

Public Hearing for 508 E Red Bird Lane

6. STAFF AND BOARD REPORTS

A. Recap of the 2025 Independence Day Parade & Celebration 472 - 505

4th of July Post-Event Briefing

B. Monthly Financial Report as of June 30, 2025 506 - 540

Monthly Financial Report as of June 30, 2025

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 31, 2025, 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 - 05 Aug 2025

TITLE:
The City Council will receive a briefing on the schedule and next steps for adopting the City's Comprehensive Plan.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Richard B. Abernethy

BACKGROUND/HISTORY:
Over the last year the City has been working to develop the City's Comprehensive Plan. The purpose of this briefing is to provide the City Council the remaining schedule of key dates to adopt the Comprehensive Plan.

POLICY EXPLANATION:
A briefing on the schedule bill be included in the attached presentation.

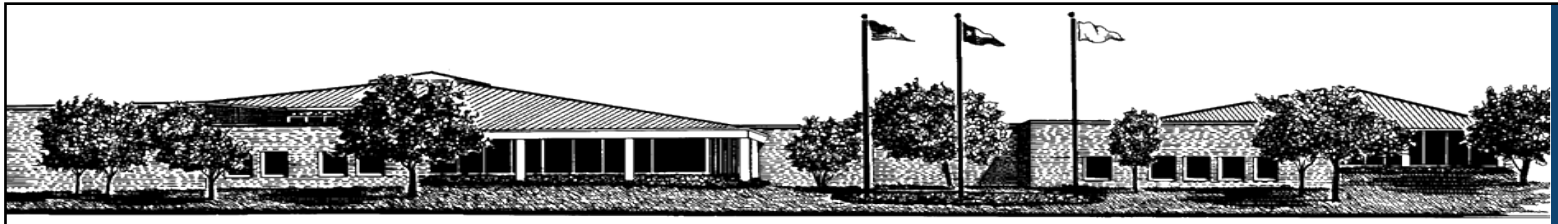
FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

ATTACHMENTS:
Comprehensive Project Plan Schedule



COMPREHENSIVE PLAN SCHEDULE AND NEXT STEPS

AUGUST 5, 2025

RICHARD B. ABERNETHY, INTERIM CITY MANGER

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncanville

Duncanville
City of Champions

Timeline

- **July 2024** – City Council awarded contract to MRB Group
- **August 2024** – Steering Committee formed
- **September 2024** – Official project kick-off
- **December 2024** – Community workshops held.
- **January 2025** – Joint meetings with Council and EDO to discuss strategy.
- **April 2025** – Second round of community workshops.
- **June 2025** – First draft of the Comprehensive Plan released.
- **July 22, 2025** – Joint meeting of City Council and P&Z to unveil the Comprehensive Plan and hold a public hearing.

Proposed Schedule

- **August 5, 2025**
  - Brief City Council on Proposed Schedule.
- **August 11, 2025**
  - Present plan to Planning and Zoning Commission.
- **August 25, 2025**
  - Present plan to the Duncanville Community and Economic Development Corporation.
- **September 2025**
  - Hold City Council briefing on September 2nd for questions and potential edits.
  - A special called City Council workshop may also be scheduled based on Council availability and preference.
- **September 30, 2025**
  - Special Called City Council Meeting to adopt the Comprehensive Plan.

City of Duncanville

Duncanville
City of Champions

Next Steps

- Confirm the schedule and incorporate any amendments.
- Establish Engagement Committee.
- Continue Education and Outreach.

City of Duncanville

Duncanville
City of Champions

THANK YOU

Any questions?

City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Briefing on amending the Council Rules of Procedure as it relates to the date for posting the city council meeting agendas.

Vision Statement:

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

STAFF RESPONSIBLE:
Richard Abernethy, Interim City Manager
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
H.B. 1522
H.B. 1522 amends the Open Meetings Act by changing two distinct requirements – the meeting notice period and budget-related postings.
Meeting Notice Period
Beginning September 1, cities will no longer be required to post notices 72 hours before the scheduled meeting time. Instead, they will be required to post notices at least *three business days before the scheduled date of the meeting.*
Budget Posting
H.B. 1522 also requires that the notice for a meeting at which a governmental body will discuss or adopt its budget is required to include: (1) a physical copy of the proposed budget unless the proposed budget has been made clearly accessible on its website's homepage; and (2) a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars from the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the city's proposed budget is adopted and if the budget funded by the no-new-revenue rate is adopted instead.

POLICY EXPLANATION:
The revised posting date will need to update in the Council Rules of Procedure from Thursday to Tuesday with the passage of H.B 1522 which amends the Open Meeting Act as it relates to the meeting notice period.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

H.B. 1522 Open Meetings Act

Post-Session Update: Open Meetings Act

This session, the Texas Legislature passed three key bills related to the Open Meetings Act. One of these bills, H.B. 2520, which addressed meeting notices and the personnel exception, was vetoed by the governor on June 22 and will not become law. The remaining two bills, H.B. 1522 and H.B. 3711, will take effect on September 1, 2025.

H.B. 1522

H.B. 1522 amends the Open Meetings Act by changing two distinct requirements – the meeting notice period and budget-related postings.

Meeting Notice Period

Beginning September 1, cities will no longer be required to post notices 72 hours before the scheduled meeting time. Instead, they will be required to post notices at least ***three business days before the scheduled date of the meeting.***

This new requirement has raised questions about how to calculate a three-business-day period. Although the recent changes to the Act do not provide a specific method, it's likely city attorneys will refer to the Code Construction Act (Government Code, Section 311.014) as well as case law and attorney general opinions for guidance. The Code Construction Act, which provides rules for interpreting and construing statutes when they are unclear, states that when calculating a time period not otherwise defined, one should **exclude the first day and include the last day** in their count.

Using this interpretation, a notice should most likely be posted on a Friday in order to hold a meeting the following Thursday. Under the Code Construction Act, Friday (the first day) does not count towards the three business days, but Monday, Tuesday, and Wednesday count, with Wednesday being the third business day (and last day) ***before*** the scheduled date of the meeting on Thursday.

Cities may have questions about whether the notice must be posted by a certain time (e.g., by 5:00 p.m. on Friday for a 5:00 p.m. meeting on the following Thursday), but the bill does not address business hours. The bill strictly changes the current 72-hour requirement to "at least three business days before the scheduled **date** of the meeting."

In addition, the new provisions do not define how city holidays may impact the three-business-day calculation. However, the Public Information Act (PIA) may offer guidance. The PIA defines "business day" as a day other than: (1) a Saturday or Sunday; (2) a national holiday; (3) a state holiday; (4) the Friday before or Monday after a state or national holiday if the holiday occurs on a Saturday or Sunday and the governmental body observes the holiday on that Friday or Monday; and (5) a day in which the governmental body's administrative offices are closed or operating with minimum

staffing as a nonbusiness day. With this in mind, cities should most likely refer to their council-designated holidays when calculating the three business days.

The TML legal department has created the following charts to help cities calculate the new three-business-day rule. However, we strongly recommend consulting with local legal counsel or your city attorney before making a final decision.

Chart 1 – Example without holiday

Notice Date	Business Day 1	Business Day 2	Business Day 3	Meeting Date
Tuesday	Wednesday	Thursday	Friday	Monday
Wednesday	Thursday	Friday	Monday	Tuesday
Thursday	Friday	Monday	Tuesday	Wednesday
Friday	Monday	Tuesday	Wednesday	Thursday
Monday	Tuesday	Wednesday	Thursday	Friday

Chart 2 – Example including holiday: *Veterans Day, Tuesday, November 11, 2025*

Notice Date	Business Day 1	Business Day 2	Business Day 3	Meeting Date
Wed., 11/5	Thurs., 11/6	Fri., 11/7	Mon., 11/10	Wed., 11/12
Thur., 11/6	Fri., 11/7	Mon., 11/10	Wed., 11/12	Thurs., 11/13
Fri., 11/7	Mon., 11/10	Wed., 11/12	Thurs., 11/13	Fri., 11/14
Mon., 11/10	Wed., 11/12	Thur., 11/13	Fri., 11/14	Mon., 11/17

Budget Posting

H.B. 1522 also requires that the notice for a meeting at which a governmental body will discuss or adopt its budget is required to include: (1) a physical copy of the proposed budget **unless the proposed budget has been made clearly accessible on its website's homepage**; and (2) a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars from the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the city's proposed budget is adopted and if the budget funded by the no-new-revenue rate is adopted instead.

Note that while H.B. 1522 requires these additional documents to be included with the city's meeting notice for certain meetings on the budget, the bill does not affect or change the regular requirements of the meeting notice (i.e., the date, hour, place, and subject of each meeting held by the governmental body), as required by the Open Meetings Act.

Due to H.B. 1522's September 1 effective date, some cities will need to comply with the budget posting requirements as soon as the upcoming budget and tax rate adoption cycle. Cities that adopt their budgets before September 1 will not need to comply with the new law this year. However, some cities will adopt their budgets after the effective date of the bill. Those cities that provide notice of a budget hearing, workshop, or meeting to approve the budget after September 1st should comply with the budget posting requirements in H.B. 1522 beginning this year.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Discuss the possible addition of a lighted artistic sign for Armstrong Park.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Recently, City Manager Doug Finch, inquired about the possibility of a lighted artistic sign for Armstrong Park that could be a social media photo attraction while promoting the City's premier park destination and newly-named Cultural Arts District. A conceptual design was created and shared with the Arts Commission and Park Board at their meetings over the past month. Both groups are in support of the conceptual idea. The Park Board recommended all the colors be vibrant, as well as making the sign more interactive such as widening the base to allow visitors to stand next to the letters or creating an opportunity for people to be a part of the sign, similar to the "Texas" sign at Globe Life Park whereby the participant forms the "x" in the middle.

Staff is requesting City Council input on the conceptual lighted artistic sign at this time. If the Council is in support of the idea, staff will continue working with a sign designer to further refine the sign based on your feedback, and the feedback of the Arts Commission and Park Board.

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

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:
No formal action is required for this item.

ATTACHMENTS:
Armstrong Park Lighted Sign


I
Duncanville
ARMSTRONG
PARK

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Briefing on key changes presented by the adoption of the 2021 Building and Fire Codes and the 2023 Electrical Code, along with associated changes to City Ordinances and the Fee Schedule for Planning and Building.

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:
Joshua McConnell, Building Official
David Carpenter, Fire Marshal

BACKGROUND/HISTORY:
The City of Duncanville has long maintained a strong commitment to public safety, efficient governance, and responsive service delivery through the enforcement of nationally recognized construction, fire safety, and health standards. Periodic updates to our adopted codes and process improvements are necessary to remain aligned with evolving state requirements, industry practices, and community expectations.

1. Building and Fire Code Updates
The currently adopted construction and fire codes date back to the 2015 edition of the International Code Council (ICC) suite. While these codes have served the City well, best practices and life safety technologies have significantly advanced in the intervening years.

The ICC releases new editions of its model codes on a three-year cycle, incorporating lessons learned from field experience, structural failures, fire incidents, energy innovations, and accessibility improvements. Adopting the 2021 edition of the International Building Code (IBC), International Residential Code (IRC), International Fire Code (IFC), and associated codes will:

Improve construction resiliency and safety for residents and businesses.

Align with regional and state standards, including DFW-area municipalities and Texas Department of Insurance benchmarks.

Provide greater clarity and predictability for designers, contractors, and property owners.

Support modernized enforcement tools and digital plan review processes.

2. Residential Rental Program Modernization
The City's residential rental inspection program plays a vital role in maintaining quality of life, health, and property values. However, the current framework can be improved to reduce administrative burden and increase compliance rates. Staff is recommending a streamlined registration and inspection workflow that includes:

Consolidated online registration and renewal process.

Clear timelines and expectations for inspections and reinspections.

Revised inspection forms focused on life safety and code minimums.

Improved data tracking and communication with landlords and tenants.

These changes are intended to improve turnaround times, reduce tenant disruption, and focus enforcement on the highest-risk properties.

3. Health Permit and Grease Trap Plan Review Reform
The City currently issues health permits and reviews commercial kitchen grease trap designs however, in many cases, these applications duplicate information already submitted through building permitting channels or to state health authorities. To better support our food service industry and protect public infrastructure, staff recommends:

Integrating health permit and grease trap reviews into the building permit and FOG program review processes.

Establishing clear submittal requirements and review checklists for grease interceptor designs.

Standardizing local health review, permit, and fee requirements with new State laws from the 89th Congress.

Providing early-stage guidance to small business owners through an updated "Food Establishment Guide" and online permitting information.

These efforts will improve processing times, reduce redundant submittals, and ensure proper sizing and placement of grease abatement systems, reducing sewer blockages and public works costs without requiring expensive one-size-fits-all oversized construction.

POLICY EXPLANATION:
Each of these initiatives represents a coordinated effort by City staff to improve safety, streamline operations, and promote quality development across Duncanville. These updates reflect best

practices from peer cities and are supported by industry stakeholders. Adoption of these reforms will ensure Duncanville remains competitive, efficient, and responsive to growth while protecting the public health, safety, and welfare of its residents.

Staff recommends the City Council authorize the formal adoption of the updated codes and approve policy and fee amendments necessary to implement the proposed streamlining initiatives.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. To prepare the ordinances and fee resolution for formal consideration and possible adoption.

ATTACHMENTS:
Master Fees - Planning and Inspections FY2026 - Highlight changes - FINAL
Building and Fire Duncanville Ordinance and Code Updates REDLINE

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	Planning & Neighborhood Services		
	ZONING & RELATED FEES		
1	Preliminary plat	Per plat.	$ 250.00
2	Final plat - residential	Plus $5.00 per lot.	$ 500.00
3	Final plat - apartment	Plus $10.00 per unit.	$ 500.00
4	Final plat - other	Plus $50.00 per acre.	$ 500.00
5	Replat	Per plat.	$ 500.00
6	Planned Development Site Plan - Minor		$ 100.00
7	Planned Development Site Plan - Major		$ 250.00
8	Zoning change - planned development	Per development.	$ 1,050.00
9	Zoning change - single residential lot		$ 500.00
10	Zoning change - all other including SUP)		$ 1,050.00
11	Comprehensive Plan	Per book	$ 50.00
12	Maps (black/white copy)	Per sheet.	$ 5.00
13	Street signs (2 signs, 1 pole)	Per assembly; installed.	$ 75.00
14	Blue fire buttons	Each.	$ 10.00
15	Zoning Verification Letter	Each.	$ 50.00
16	Right-of-Way Abandonment	Each application	$ 250.00
17	Specific Use Permit Application (SUP) for Short-Term Rental	Per unit.	$ 125.00
	SHORT TERM RENTALS AND HOUSING		
18	Short-Term Rental Annual Registration Fee	Per unit. Assessed annually, includes inspection	$ 350.00
19	STR Re-inspection fee	Per inspection after the first re-inspection	$ 150.00
20	STR renewal after expiry	Per occurrence	$ 100.00
21	Temporary Workforce Housing (TWH) – Annual Registration fee	Per unit. Assessed annually, includes inspection	$ 350.00
22	TWH re-inspection fee	Per inspection after the first re-inspection	$ 150.00
23	TWH renewal after expiry, late fee	Per occurrence	$ 100.00
24	TWH occupied while expired, penalty	Per occurrence	$ 100.00
	CERTIFICATES OF OCCUPANCY		
25	New or Existing building	For each new occupant or change in occupancy or ownership.	$ 200.00
26	Clean & Show Permit	Conditional for 90 days	$ 100.00
27	Utility Service Release	when an inspection is required to connect utility service	$ 100.00
28	Replacement, change of name same owner	Certificate replacement	$ 50.00
	RESIDENTIAL PLAN REVIEW	**Required on-NEW CONSTRUCTION, ADDITIONS, ADU, REMODEL**	
		Plan Review Fee is due at time of Application	
29	Single Family / Duplex / ADU	Per building	$ 300.00
30	Townhomes built per IRC	Per unit	$ 150.00
31	Additions	Per project	$ 150.00
	RESIDENTIAL BUILDING PERMITS	**RESIDENTIAL NEW CONSTRUCTION, ADDITIONS and ADU's**	
32	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments
33	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
34	1 - 1000		$ 1,800.00
35	1,001 – 2,000		$ 3,000.00
36	2,001 – 3,000		$ 4,000.00
37	3,001 – 4,500		$ 4,900.00
38	4,501 – 6,000		$ 5,700.00
39	6,001 or more	per square foot	$ 1.00

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	BUILDING PERMITS	**RESIDENTIAL REMODEL, no additional sq.ft.**	
40	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated permit fee	See Comments
41	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
42	1-1,500		$ 875.00
43	1,501-2,500		$ 1,375.00
44	2,501-4,500		$ 1,575.00
45	4,501-6,000		$ 1,775.00
46	6,001 or more	per square foot	$ 0.33
	PLAN REVIEW	**COMMERICIAL – NEW CONSTRUCTION, ADDITIONS, & REMODELS**	
47	**Plan Review**	**Commercial Plan Review fees are due at time of application,** Fee is equal to 50% of Building Permit Fee and is in addition to the permit fee	See Comments
	BUILDING PERMITS	**COMMERCIAL - NEW CONSTRUCTION & ADDITIONS**	
48	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments
49	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
50	1-1,500	per square foot, Minimum $1,600	$ 4.00
51	1,501-2,500	per square foot	$ 3.60
52	2,501-3,500	per square foot	$ 3.25
53	3,501-4,500	per square foot	$ 2.95
54	4,501-5,500	per square foot	$ 2.70
55	5,501-6,500	per square foot	$ 2.50
56	6,501-8,500	per square foot	$ 2.35
57	8,501-12,000	per square foot	$ 2.20
58	12,001-18,000	per square foot	$ 2.05
59	18,001-26,000	per square foot	$ 1.90
60	26,001-35,000	per square foot	$ 1.75
61	35,001-50,000	per square foot	$ 1.60
62	50,001-75,000	per square foot	$ 1.45
63	75,001-125,000	per square foot	$ 1.30
64	125,001-250,000	per square foot	$ 1.15
65	250,001-500,000	per square foot	$ 1.00
66	500,001and up	per square foot	$ 0.85
	BUILDING PERMITS	**COMMERCIAL - REMODEL**	
67	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated permit fee	See Comments
68	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
69	1-5,000	per square foot, Minimum $1,200	$ 2.00
70	5,001-15,000	per square foot	$ 1.75
71	15,001-30,000	per square foot	$ 1.50
72	10,001-20,000	per square foot	$ 1.25
73	20,001-40,000	per square foot	$ 1.00
74	40,001-65,000	per square foot	$ 0.75
75	65,001 or more	per square foot	$ 0.50

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	INSPECTIONS / PLAN REVIEW		
76	Commercial Pool/Spa Inspection Fee	Inspected up to 4 times per year, per inspection	$ 100.00
77	Reinspection after 1st re-inspection	Per inspection after first re-inspection for same uncorrected items	$ 150.00
78	Travel Charge - Building outside City Limits	Per mile of distance from City Limit	$ 1.40
79	Inspections for which no fee is specifically indicated	Per inspection	$ 100.00
80	Additional plan review	required by substantial changes, additions, or revisions to plans	$ 125.00
81	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost
	CONTRACTOR REGISTRATION		
82	General Contractor Registration – roof, fence, concrete, sign, landscape irrigation installer, solar	Projects over $50k require $1,000,000.00 liability insurance	$ 150.00
	ELECTRICAL PERMITS	Unrelated to new construction or remodeling.	
83	Electrical work done with no permit	Work performed without permit when a permit is required - double the calculated permit fee	
84	Electrical repair / alteration	Includes 1 inspection, plus $100 per additional required inspection	$ 125.00
85	Service Upgrade or Meter change		$ 125.00
	PLUMBING PERMITS	Unrelated to new construction or remodeling.	
86	Plumbing work done with no permit	Work performed without permit when a permit is required - double the calculated project fee	
87	Plumbing repair / alteration	Includes 1 inspection, plus $100 per additional required inspection	$ 125.00
88	Underground Sewer, Gas, Water		$ 125.00
89	Water heater installation		$ 125.00
90	Water treatment system installation		$ 125.00
91	Backflow device inspection		$ 125.00
92	New Landscape Irrigation and Backflow		$ 175.00
93	Gas Test & minor repair		$ 125.00
	MECHANICAL PERMITS	Unrelated to new construction or remodeling.	
94	HVAC Done Without Permit	Double the calculated project fee	See Comments
95	Residential Mechanical – Repair or alter	Includes 1 inspection, plus $100 per additional required inspection	$ 125.00
96	New HVAC split system/heat pump/mini-split	per system	$ 125.00
97	RTU / Package Unit - Repair or Alteration	per system	$ 150.00
98	New RTU / Package Unit	per system	$ 250.00
99	Walk-In Cooler Installation	per system	$ 175.00
	SMALL CELL AND NETWORK NODES		
100	Small Cell/Network node application fee	1-5 network nodes	$ 500.00
101	Small Cell/Network node application fee	Additional network nodes beyond 5, each	$ 250.00
102	Small Cell/Network node application fee	Each pole to be erected	$ 1,000.00
103	Small Cell/Network node annual user fee	Each network node	$ 250.00
104	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	$ 28.00
105	Collocation on city poles annual user fee	Each pole	$ 20.00

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	MISC. PERMITS / FEES	Including all trades, if applicable.	
106	Work Done Without Permit	Double the calculated permit fee	See Comments
107	Solar / Generator / Battery Storage	New installation or modification	$ 300.00
108	Site Work Only Permit	No pouring of piers, foundations, curbs, or flatwork allowed	$ 300.00
109	Foundation Repair	Engineer sealed letter required	$ 200.00
110	New construction residential above ground pool or spa, >24" deep		$ 75.00
111	New construction residential, permanent pool or spa, >24" deep		$ 500.00
112	New construction commercial pool, spa, or splashpad, any depth		$ 500.00
113	Annual commercial pool, spa, splashpad operation permit	Per pool, permit valid April 1 – March 31	$ 200.00
114	Pool permit renewal after expiry, late fee	Per occurrence	$ 100.00
115	Accessory building >120 sq ft	No MEP included, Includes pre-pour foundation and final inspections	$ 250.00
116	Roof Shingles Only -Residential		$ 150.00
117	Roof Decking - Residential		$ 150.00
118	Roof Shingles/ Composition- Commercial		$ 300.00
119	Roof Decking - Commercial		$ 400.00
120	TPO		$ 500.00
121	All concrete: sidewalk, driveway approach and non residential parking lot	per square foot, Minimum $125, Maximum $250 on Residential, Maximum $1,000.00 on Commercial	$ 0.50
122	Asphalt tie-in to concrete drive approach	Per linear foot.	$ 6.00
123	Construction Trailer	per trailer	$ 125.00
124	Building demolition	per building	$ 150.00
125	Gasoline fuel tanks	per tank	$ 300.00
126	Tent or canopy	Maximum four permits per year, 14 days each	$ 75.00
127	Residential Fence	String line required, plan reviewer may require professional survey	$ 125.00
128	Commercial Fence	String line required, professional survey required	$ 300.00
129	Storage Containers / PODS	Maximum two permits per year, 15 days each	$ 50.00
130	Garage Sale / Estate Sale/ Non-Profit Org	Maximum 1 sale in any 90 day period. Fee after 1st free permit each calendar year. Sale listed on city website for permits pulled by Thurs.	$ 5.00
131	Seasonal garden center		$ 150.00
132	Solicitor permit	Issued by police department	
133	Handbill registration	Annual	$ 50.00
134	Handbill permit, one day	1 day	$ 50.00
135	Handbill permit, one week	1 week	$ 100.00
136	Handbill permit, one year	1 year	$ 500.00
137	Donation Box Registration	Annual	$ 250.00
138	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of $100	$250 or 10% of cost, whichever is lower
139	Vacant building registration	Annual Fee, includes inspection	$ 750.00
140	Late Fee	For each month or part of the month that a license fee has not been received.	$ 50.00
141	Street name change		$ 125.00
142	Native Landscape Permit	One-time fee - Ordinance 2505	$ 25.00

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	FOOD ESTABLISHMENT FEES		
	Health permit		
143	**Class 1A** Retail Food Establishments and Food Stores- Restaurants, cafeterias, and facilities preparing food for individual portions for the public. 2 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year.	$ 773.00
144	**Class 2A** School Food Establishments- operated on a for-profit basis by a private contractor. 2 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year	$ 258.00
145	**Class 3A** Institutional Food Service- Hospitals, jails, schools, commissaries, large institutional kitchens. 2 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year.	$ 250.00
146	**Class 4A** Seasonal Establishments- Concession stands, amusement parks. 1 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year.	$ 200.00
147	Temporary food permit (up to 14 days) - Commercial	No more than one Temporary Food Permit may be issued to any person or organization in any 90 day period. Small-scale food businesses and Mobile food vendors are exempted when food sales are not more than $1.5 million per year. Includes all inspections.	$ 52.00
148	Class 1, 2, or 3 Additional Health Inspection	Per inspection beginning with third inspection per year	$ 125.00
149	Health Permit Suspension	Penalty imposed when establishment is forcibly closed by the City	$ 300.00
150	Health permit renewal after expiry, late fee	Per occurrence	$ 100.00
	RENTAL AND APARTMENT COMPLEX LICENSING		
151	Residential Rental Property Registration	Annual building registration, includes inspection and CO	$ 150.00
152	Residential Tenant Registration	Tenant registration to have utilities turned on	$ No cost
153	Replacement Rental CO	Replacement of lost, destroyed or illegible Rental CO	$ 25.00
154	Renewal Late fee	Per occurrence, per permit	$ 100.00
155	Apartment License fee	Per unit	$ 25.00
156	Apartment inspection fee	Per unit inspected, minimum 10% annually inspected annually	$ 100.00
157	Reinspection fee	Per inspection after the first re-inspection for same uncorrected items	$ 150.00
	SIGN PERMITS		
158	Reface existing sign		$ 150.00
159	New construction of sign without electric		$ 150.00
160	New construction of sign with electric		$ 300.00
161	Flags	3 flags per lot - insignia, decorative, governmental.	No charge
162	Pennant	14 day limit; within first 90 days of certificate of occupancy.	No charge
	BANNER FEES		
163	Erect banner	Each 30 day period; not to exceed 90 days per year.	$ 50.00
164	Grand Opening banner	14 day limit; within first 90 days of certificate of occupancy.	No charge
	TREE PRESERVATION PERMIT FEES		
165	Remove dead, diseased, damaged tree		No charge
166	Removal of protected trees and/or review of tree preservation plan in conjunction with building permit. (Applicable mitigation charges still apply)		No charge
167	Application for tree removal (Applicable mitigation charges still apply)		$ 100.00
168	Review of tree preservation plan		$ 100.00
169	All others		$ 100.00
	VARIANCE REQUESTS		
170	Board of Adjustment Residential	Per request.	$ 500.00
171	Board of Adjustment Commercial	Per request.	$ 500.00
172	Sign Control Board	Per request.	$ 250.00
173	Letter preparation		$ 10.00
	ENGINEERING FEES		
174	Engineering Plan Review (EPR) Fees	Per hour worked; includes 1 resubmittal after comments.	$ 150.00
175	EPR Deposit (required one acre & above)	$2,500 base + $100 per disturbed acre; deposit credited toward engineering & building plan review and permit fees.	See Comments
176	Engineering Resubmittals & Revisions	Per hour worked; rate charged after 1st resubmittal.	$ 185.00

BUILDING AND FIRE CHANGES TO ORDINANCES

Chapter 5, Article 1

Sec. 5-7 Change subsection (a) to read as follows:

(a) Every person in possession of land within the corporate limits of the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, shall at all times maintain upon the lot or premises on which the swimming pool is located, and completely surrounding the swimming pool, lot or premises, a fence, wall or other solid structure designed to prevent small children from inadvertently wandering into the pool. Such fence or other solid structure shall conform to the requirements in the currently adopted version of the International Swimming Pool and Spa Code. ~~not be less than six feet in height, with no openings therein other than doors or gates, larger than four inches square, measured in any direction, except that measurement for a picket fence or picket type fence (one composed of primarily vertical members) shall be measured in a horizontal direction between members. All such doors opening directly into such enclosure shall be equipped with self-closing and self-latching devices designed to keep and capable of keeping such doors or gates securely closed at all times when not in actual use, such latching device to be attached to the upper quarter of the door or gate; provided however, that the door of any dwelling occupied by human beings and forming any part of the enclosure herein required need not be so equipped.~~

(b) ((b) and (c) unchanged)

Sec. 5-8 Change defined terms in subsection (b) to read as the following:

(b) Definitions

~~*Code enforcement manager* shall mean the code enforcement manager of the City of Duncanville or his designated representative.~~

Building Official shall mean the Chief Building Official of the City of Duncanville or his designated representative.

{remaining definitions unchanged}

Reasoning: To keep authority over swimming pools with the building official.

Sec. 5-8(c)(2) Change subsection to read as the following:

(2)

In the event that any inoperative, abandoned or neglected private pool or spa fails to meet the requirements of subsection (c)(1)a., b., c., d., or e., said pool or spa shall be deemed by the ~~code enforcement manager~~ building official to represent a safety hazard and/or nuisance to the general public and the following requirements shall apply:

No such pool or spa shall be allowed to remain in an inoperable, unsafe, insanitary or dangerous condition for more than ten consecutive calendar days. Once an inoperable, unsafe, insanitary or dangerous private pool or spa comes to the attention of the ~~code enforcement manager~~ building

official, he shall make all reasonable efforts to notify the owner(s) or legal occupant(s) to make corrections. In the event that no responsible party can be found, and/or the pool or spa remains in an inoperable, insanitary or dangerous condition, the city shall have the right to drain, fill, cap and/or remove the pool or spa. Additionally, other repairs and/or work to abate the nuisance may be performed by the city. Any and all costs incurred by the city may be charged to the owner of the property. Expenses incurred under this section may be assessed against the real estate on which the work or repair is done, by the ~~code enforcement manager~~ building official filing a statement of expenses with the County Clerk of Dallas County. The lien shall stand as security for expenditures made and interest on the loan shall accrue at a rate of ten percent per annum on the amount due from the date the expenditure was made by the city.

Reasoning: To keep responsible authority over unsafe pools with the building official.

Sec. 5-14.(c) Change subsection (c) to read as the following:

(c) If, after approval of an individual permit, no significant progress has been made towards completion of the project within ~~two years~~ 180 days of the approval of the permit, the permit shall expire and become null and void. ~~A project shall expire if, on the fifth anniversary of the date the first permit application was filed, no progress has been made towards completion of the project.~~ Following the expiration of a permit or a project, any new permit application shall be a new submittal, subject to any and all intervening changes in law, regulations, rules, and ordinances, and subject to the assessment of new fees in the amount of 50% of the original amounts. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Reasoning: To remain consistent with the adopted Building Code and surrounding cities.

Chapter 5, Article 2, Division 1

Sec. 5-19 Change to read as the following:

The zoning board of adjustment of the city shall serve as the board of appeals as provided in section ~~112~~ 113 and Appendix B of the building code adopted herein as well as the board of appeals as provided in the International Residential Code and the International Property Maintenance Code, as adopted herein, and shall perform the duties and responsibilities of such board of appeals.

Reasoning: To update the applicable code sections that are referenced.

Chapter 5, Article 2, Division 2

Sec. 5-25 Change to read as follows:

For the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings and structures, the city herewith adopts by reference and makes part of this Code for all purposes the International Building Code (IBC), ~~2015 Edition, excluding all appendices attached to the 2015 edition of said code,~~ 2021 edition of said code, including Appendices B, C, F, G, I, J, K, N, and Resource A of said code, and referenced codes contained in the International Building Code ~~ASTM~~ Chapter 35 Referenced Standards~~, each published by the International Code Council, as hereafter amended~~. A copy of the International Building Code ~~and Referenced Standards,~~ with approved amendments, shall be maintained at all times ~~in the office of the city secretary~~ at the public library and in the office of the chief building ~~inspector~~ official.

Reasoning: To update the ordinance to refer to the newly adopted code editions and the locations of the printed codes for the public to view, and to correct the statement that says the ICC publishes the referenced standards, which are in fact published by various standards organizations. The library is a better location to house the set of code books for the public to review; they will not be loaned out.

Sec. 5-27 Delete the entire section and replace with the following:

Sec. 5-27 Amendments to the Building Code.

The International Building Code (IBC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Building Code

The following sections, paragraphs, and sentences of the *2021 International Building Code* are hereby amended as follows: Standard type is text from the IBC. Underlined type is text inserted. ~~Lined through type is deleted text from IBC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

Section 101.4.8; add the following:

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

****Sections 103 and 103.1; amend to insert the Department Name**

~~CODE COMPLIANCE AGENCY~~ BUILDING INSPECTION DIVISION
103.1 Creation of enforcement agency. The CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.
[Remainder Unchanged]

Section 105.2 Work exempt from permit; under sub-title entitled "Building" delete items 1, 2, 10 and 11 and re-number as follows:

Building:

~~1.~~ 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m_2).

~~2. Fences not over 7 feet (1829 mm) high.~~

~~3.~~ 2. Oil derricks.

~~4.~~ 3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

~~5.~~ 4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.

~~6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.~~

~~7.~~ 5. Painting, papering, tiling, carpeting, cabinets,counter tops and similar finish work.

~~8.~~ 6. Temporary motion picture, television and theater stage sets and scenery.

~~9.~~ 7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.

~~10.~~ 8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

~~11.~~ 9. Swings and other playground equipment accessory to detached one- and two-family dwellings.2. Retaining

~~12.~~ 10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

~~13.~~ 11. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

*****Section 109; add Section 109.7 to read as follows:***

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;

2. No building address or permit card is clearly posted;

3. City approved plans are not on the job site available to the inspector;

4. The building is locked or work otherwise not available for inspection when called;

5. The job site is red-tagged twice for the same item;

6. The original red tag has been removed from the job site.

7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

*****Section 110.3.6; Lath, gypsum board and gypsum panel product inspection; Delete exception***

~~Exception : Gypsum board and gypsum panel products that are not part of a fire resistance rated assembly or a shear assembly.~~

*****Section 202; amend definition of Ambulatory Care Facility as follows:***

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to ~~individuals~~ persons who are rendered incapable of self-preservation by the services provided ~~or staff has accepted responsibility for care~~

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers

- Psychiatric centers

Section 202; add definition of Assisting Living Facilities to read as follows.

ASSISTED LIVING FACILITIES. *A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.*

Section 202; ~~add~~ amend definition of "Repair Garage" as follows:

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Section 202; amend definition of SPECIAL INSPECTOR to read as follows:

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and ~~approved by~~ the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

Section 202; amend definition of HIGH-RISE BUILDING to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet ~~(22 860 mm)~~ (16 764 mm) above the lowest level of fire department vehicle access.

Section 303.1.3; add a sentence to read as follows:

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

Section 304.1; add the following to the list of occupancies:

Fire stations
Police stations with detention facilities for 5 or less

Section 307.1.1; add the following sentence to Exception 4:

4. Cleaning establishments… *{Text unchanged}* …with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

****Section 310.4; add definition of Registered Short Term Rental Facility as follows:***

*REGISTERED SHORT TERM RENTAL FACILITY***.** Buildings or portions of buildings currently registered with the City's Short Term Rentals program or Workforce Housing program containing five or fewer guest rooms and 10 or fewer total occupants. Construction and fire protection requirements for Registered Short Term Rentals 6,000 square feet or less shall be governed by the International Residential Code.

Section 403.1, Exception 3; change to read as follows:

3. The open-air portion of a building *[remainder unchanged]*

Section 403.3, Automatic Sprinkler System. Delete exception;

Section 403.3.2; change to read as follows:

[F] 403.3.2 Water supply to required fire pumps. In buildings that are more than ~~420~~ 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

***Section 404.4.10; change to read as follows:**

Section 404.10 Exit Access Stairways in an atrium. Where an atrium contains an ~~interior~~ exit access stairway all the following shall be met:

[Remainder Unchanged]

***Section 506.3.1; add sentence to read as follows:**

506.3.1 Minimum percentage of perimeter. [Existing Text remains]

In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 16-foot-wide pathway meeting fire department access from the street or approved fire lane shall be provided.

***Section 708.4.1, Supporting construction; Delete exception;**

~~**Exception:** In buildings of Types IIB, IIIB, and VB construction, the supporting construction requirement shall not apply to *fire partitions* separating tenant spaces in *covered and open mall buildings, fire partitions* separating *dwelling units, fire partitions separating sleeping units, fire partitions* serving as *corridor* walls, *fire partitions* separating *ambulatory care facilities* from adjacent spaces *or corridors, fire partitions* separating *dwelling and sleeping units* from Group R-1 and R-2 occupancies and *fire partitions* separating vestibules from the *level of exit discharge*.~~

***Section 708.4.2; Fireblocks and draftstops in combustible construction; Delete exceptions 2-5;**

~~**Exceptions:**~~

1. [Exception 1 remains]
2. ~~Where *corridor* walls provide a *sleeping unit* or *dwelling unit* separation, draftstopping shall only be required above one of the *corridor* walls.~~
3. ~~In Group R-2 occupancies with fewer than four *dwelling units, fireblocking* and draftstopping shall not be required.~~
4. ~~In Group R-2 occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above *grade plane*, the *attic* space shall be subdivided by *draftstops* into areas not exceeding 3,000 square feet (279 m^2) or above every two *dwelling units,* whichever is smaller.~~
5. ~~In Group R-3 occupancies with fewer than three *dwelling units, fireblocking* and draftstopping shall not be required in floor assemblies.~~

***Section 901.6.1; add Section 901.6.1.1 to read as follows:**

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each

inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected nighttime freezing conditions.

9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

*****Section 903.2; Delete exception;***

Exception: ~~Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an *automatic smoke detection system* in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711, or both.~~

******Section 903.2.4.2; change to read as follows:***

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

*****Section 903.2.8; add exception:**

903.2.8 Group R

An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

Exception: Buildings 6,000 square feet or less that are currently registered in the Duncanville Short Term Rental Program.

*****Section 903.2.9.3; change to read as follows:**

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

*****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:***

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings ~~55~~ 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~, other than penthouses in compliance with Section 1510 of the *International Building Code*, located ~~55~~ 35 feet (~~16 764~~ 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

~~Exceptions:~~

~~2. Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

a. The structure is freestanding.
b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
c. The structure does not exceed 3 stories.
d. An approved fire apparatus access road is provided around the entire structure.

*****Section 903.3.1.1.1; change to read as follows:***

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ...*{text unchanged}*… because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Properties less than 6,000 square feet in size that are currently registered in the city's Short Term Rental Program.

~~4. In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

5. ~~Fire service access~~ Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

******Section 903.3.1.2; change to read as follows:***

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

******Section 903.3.1.2.2; change to read as follows:***

903.3.1.2.2 Corridors and balconies ~~in the means of egress.~~ Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~ *{Delete the rest of this section.}*

*****Section 903.3.1.2.3; delete section and replace as follows:***

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
    - 4.1. Provide automatic sprinkler system protection.
    - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
    - 4.3. Construct the attic using noncombustible materials.
    - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
    - 4.5. Fill the attic with noncombustible insulation.

*****Section 903.3.1.3; change to read as follows:***

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D and in accordance with state law.

*****Section 903.3.1.4; add to read as follows:***

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*****Section 903.3.5; add a second paragraph to read as follows:***

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.4; add a second paragraph after the exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 903.4.2; add second paragraph to read as follows:***

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.2; change to read as follows:***

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

******Section 905.3; add Section 905.3.9 and exception to read as follows:***

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

*****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:***

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
   Exception: {No change.}
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
   Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}
4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way ~~a~~ hose connection ~~shall be~~ located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code

official.

******Section 905.8; change to read as follows:***

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

*****Section 905.9; add a second paragraph after the exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

******Section 906.1(1); delete Exception #3 as follows:***

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants,~~
~~fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~
~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved~~
~~by the extinguisher manufacturer or the fire code official for vehicular use.~~
~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~
~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~
~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

*****Section 907.1; add Section 907.1.4 to read as follows:***

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

*****Section 907.2.1; change to read as follows:***

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is~~ of 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

*****Section 907.2.3; change to read as follows:***

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
   1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

******Section 907.2.10; change to read as follows:***

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

*****Section 907.2.13, Exception 3; change to read as follows:***

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

*****Section 907.4.2; add Section 907.4.2.7 to read as follows:***

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

*****Section 907.6.1; add Section 907.6.1.1 to read as follows:***

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

*****Section 907.6.3; delete all four Exceptions.***

*****Section 907.6.6; add sentence at end of paragraph to read as follows:***

See 907.6.3 for the required information transmitted to the supervising station.

(Reason: Deleted Previous code amendment Section 909.22, For removal because it is already in the code in Sections 909.20.5, 909.20.6, 909.20.6.1, 909.20.6.2, and 909.20.6.3.)

*****Section 910.2; change read and change Exception 2 and 3 to read as follows:***

910.2 Where required. Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1, 910.2.2, and 910.3.2.

2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50(m*S)$^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

*****Section 910.2.3; add to read as follows:***

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

*****Section 910.4.3.1; change to read as follows:***

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

*****Section 912.2; add Section 912.2.3 to read as follows:***

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

******Section 913.2.1; add Section 913.2.1.1 and exception to read as follows:***

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by IFC Section 506.1.

******Section 1006.2.1 change exception 3 to read as follows;***
Section 1006.2.1 Egress based on occupant load and common path of egress travel distance.

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

****Section 1009.8 Two Way Communication; add the following Exception 7:**
[Text Remains]

Exceptions:
7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

*****Section 1010.2.5 Bolt Locks; amend exceptions 3 and 4 as follows:***

Exceptions:
3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (remainder unchanged)
4. Where a pair of doors serves a Group B, F, M or S occupancy (remainder unchanged)

******Section 1030.1.1.1; add Exception#4 to read as follows:***

Exceptions:
1. through 3. {No change.}
4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

******Section 1809.5.1* Frost Protection at required exits; delete this section**

*****Section 2702.5; added to read as follows:**

Section 2702.5 Designated Critical Operations Areas (DCOA): In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

****Add Section 2902.1.4 to read as follows:**

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the **<Jurisdiction's>** health department.

****Section 3002.1 Hoistway Enclosure Protection required. Add exceptions as follows:**

Exceptions:
1. Elevators completely located within atriums shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, shall not require hoistway enclosure protection.

****Section 3005.8; add Section 3005.8 as follows:**

3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed.

****Section 3006.2.5; Hoistway opening protection required;** Revise text as follows:

5. The building is a high rise and the elevator hoistway is more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor to the highest floor of the floors served by the hoistway."

****Section 3007.3 and Section 3008.3: Revise text by deleting "enclosed" as follows:**

3007.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

3008.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

Chapter 5, Article 2, Division 3

Sec. 5-28 Change to read as follows:

There is hereby adopted the International Residential Code (IRC), ~~2015~~ 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Sec. 5-30 Delete the entire section and replace with the following:

Sec. 5-30 Amendments to the Residential Code (IRC).

The International Residential Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Residential Code

The following sections, paragraphs, and sentences of the *2021 International Residential Code* are hereby amended as follows: Standard type is text from the IRC. Underlined type is text inserted. ~~Lined through type is deleted text from IRC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021code.

The energy provisions in IRC Chapter 11 is deleted in its entirety.
Reference the 2021 IECC for energy code provisions and recommended amendments.

***** Section R103 and R103.1 amend to insert the Department Name***

~~DEPARTMENT OF BUILDING SAFETY~~ BUILDING INSPECTION DIVISION

R103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.

***Section R202; change definition of "Townhouse Unit" to read as follows:*

TOWNHOUSE UNIT. A single-family dwelling unit separated by property lines and two hour fire walls in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.

*****R301.1.5 Energy Storage Systems (ESS).** Energy Storage Systems (ESS), including battery backup power systems, shall not be installed inside any dwelling unit or attached residential garage regulated by the International Residential Code (IRC). ESS installations are permitted only within a detached accessory structure. Such accessory structures must maintain a minimum separation of 10 feet from the principal dwelling, 10 feet from any Accessory Dwelling Unit, and 10 feet from all property lines.

Exception: Installation is allowed in a residential dwelling when all of the following is true:

1. The ESS is 20 kWh or less;
2. Is contained inside an enclosure listed and labeled in accordance with UL 9540B;
3. There is an interconnected smoke alarm inside the bottom 12 inches of the enclosure;
4. It is not installed in a living area or bedroom;
5. The room containing the ESS is separated from the rest of the building by fire-rated construction with a minimum 2-hour rating.

***Table R301.2 (1); fill in as follows:*

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]	ICE BARRIER UNDER-LAYMENT[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	SPEED[d] (MPH)	Topographic Effects[k]	Special Wind Region[L]	Windborne Debris Zone[m]		Weathering[a]	Frost Line Depth[b]	Termite[c]					
5 lb/ft	115 (3 sec-gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22^0 F	No	Local Code	150	64.9^0 F

Delete remainder of table Manual J Design Criteria and footnotes A and N.

**Section R302.1; modify, add, or delete exceptions to read as follows:*

Exceptions: *{previous exception unchanged}*

2. Walls, projections, openings, or penetrations of *individual dwelling units* and their *accessory structures* located on the same *lot*, other than accessory structures containing Energy Storage Systems.

3: *{exception unchanged}*
~~**4:** *{**delete** exception}*~~
5: *{exception unchanged}*
6. Open non-combustible carport structures may be constructed when also complying with all zoning ordinances.

*****Section R302.2.6; delete exception #6:**

Exceptions: {previous exceptions unchanged}

~~5. Townhouse units separated by a common wall as provided in Section R302.2.2, Item 1 or 2.~~
~~6. Townhouse units protected by a fire sprinkler system complying with Section P2904 or NFPA 13D.~~

**Section R302.3; add Exception #3 to read as follows:*

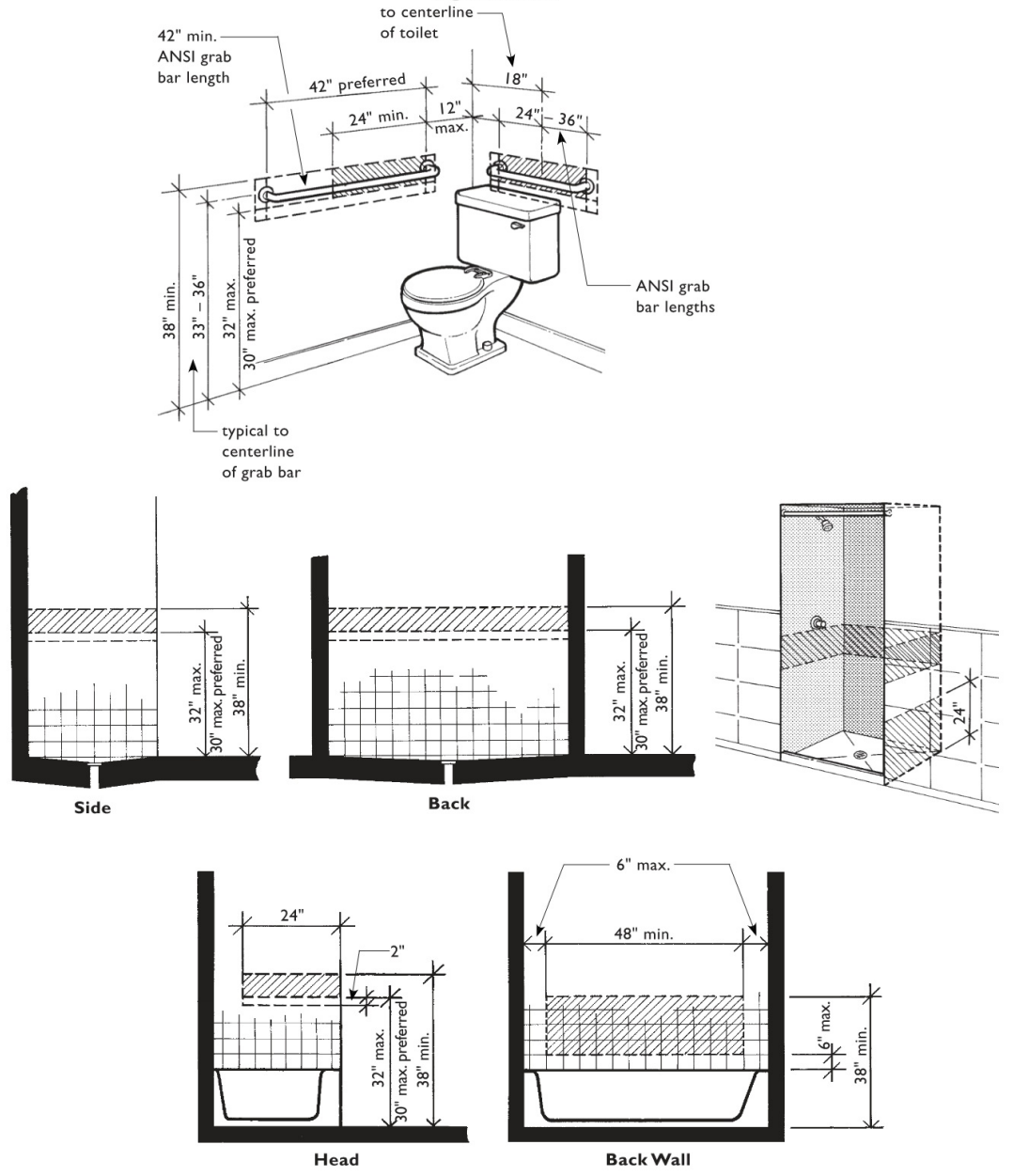
Exceptions:

1. *{existing text unchanged}*
2. *{existing text unchanged}*
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

*****R307.3 Blocking.** Required at all toilets, showers and tubs, on all entry level floors. Blocking per Sec. R307.4, Figure R307.4, and FHA 24 CFR 100.205 Chapter 6, shall be installed at the rear wall and any wall adjacent to the toilet, and at all walls adjacent to a shower or tub.

*****R307.4 Solid Wood Blocking.** Solid wood blocking made of 2" dimensional lumber shall be installed measuring a minimum of 8" in width, installed per Figure R307.4 and FHA 24 CFR 100.205 Chapter 6, and be capable of supporting grab bars. Entry level toilets in separate toilet rooms shall have adjacent wall blocking extended to the doorway.

Figure R307.4



***Section R313.2 One and Two Family Dwellings; Delete this section and subsection in their entirety**.

Reason: Texas state law prohibits the requiring of fire sprinkler systems in one- and two-family dwellings.

*****Section 327.1.1; add to read as follows:**

Section 327.1.1 Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:
A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

****Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows.**

Section R401.2. Requirements. *{existing text unchanged} …*

Every foundation and any addition to an existing foundation regulated by this code shall be designed and sealed by a Texas-registered professional engineer.

*****Add section R703.8.4.1.2 Veneer Ties for Wall Studs; to read as follows:***

R703.8.4.1.2 Veneer Ties for Wall Studs. In stud framed exterior walls, all ties may be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or

2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

*****Section R902.1; amend and add exception #5 to read as follows:***

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A or B, ~~or C~~ roofing shall be installed. ~~in jurisdictions designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line~~. *{remainder unchanged}*

Exceptions:
1. *{text unchanged}*
2. *{text unchanged}*
3. *{text unchanged}*
4. *{text unchanged}*
5. Class C and non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed the values listed in Table 4.06.01 of Duncanville City Ordinance Appendix A, Article IV, Section 4.06.

**** Chapter 11 [RE] – Energy Efficiency is deleted in its entirety, and replaced with a Reference to the 2021 IECC for energy code provisions and recommended amendments.**

*****Section M1411.3; change the section and add exception to read as follows:***

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to ~~an *approved* place of disposal~~ a sanitary sewer through a trap, by means of a direct or indirect drain. *{remainder unchanged}*

Exceptions:
1. Condensate disposal may use existing drain piping to the exterior when replacing mechanical units or remodeling less than 50% of a dwelling, if the piping is in acceptable condition.

*****Section M2005.2; change to read as follows:***

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door that is weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code and combustion air vents are installed per Section G2407.* Installation of direct-vent water heaters within an enclosure is not required.

*****Section G2408.3 (305.5); change the section and exception to read as follows:***

G2408.3 (305.5) Private Garages. *Appliances* located in private garages in the direct path of vehicle traffic shall be installed with a minimum *clearance* of 6 feet (1829 mm) above the floor.

Exception: The requirements of this section shall not apply where the *appliances* are protected from motor vehicle impact by an approved means and installed in accordance with Section G2408.2.

*****Section G2415.2 (404.2) CSST; add a second paragraph to read as follows:***

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

*****Section G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:***

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of ~~12 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

G2415.12.1 (404.12.1) Individual Outdoor Appliances; Delete in its entirety

*****Section G2417.1 (406.1); change to read as follows:***

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for inspection. The *equipment*, material, power and labor necessary for the test shall be furnished by the *permit* holder.

*****Section G2417.4; change to read as follows:***

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~

*****Section G2417.4.1; change to read as follows:***

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than ~~1-1/2~~ 2 times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure, or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. ~~Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~ For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to

exceed 20 psig. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten 10 psig (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

*****Section G2417.4.2; change to read as follows:***

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for ~~be not~~ less than ~~10~~ fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

*****Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:***

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

*****Section G2420.5.1 (409.5.1); add text to read as follows:***

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve…*{bulk of paragraph unchanged}*… in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

*****Section P2603; add to read as follows:***

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material ~~plastic~~. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

P2603.5.1 Sewer depth. *Building sewers* that connect to private sewage disposal systems shall not be less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall not be less than 12 inches (305 mm) below grade.

*****Section P2718.1 (406.2); change to read as follows:***

P2718.1 (406.2) Waste Connection. ~~The discharge from a clothes washing machine shall be through an *air break*.~~ The waste from an automatic clothes washer shall discharge through an *air break* into a standpipe or into a laundry sink. The trap and *fixture drain* for an automatic clothes washer standpipe shall be not less than 2 inches (51 mm) in diameter. The *fixture drain* for the standpipe serving an automatic clothes washer shall connect to a 3-inch (76 mm) or larger diameter fixture *branch* or *stack*. In retrofit or remodel work automatic domestic clothes washers shall be permitted to drain to a laundry sink. Automatic clothes washers that discharge by gravity shall be permitted to drain to a waste receptor or an *approved* trench drain.

****Section P3003.9; change to read as follows:**

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

~~Exception: A primer is not required where both of the following conditions apply:~~

1. ~~The solvent cement used is third-party certified as conforming to ASTM D 2564~~
2. ~~The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.~~

Chapter 5, Article 2, Division 4

Sec. 5-31 Change to read as follows:

There is hereby adopted the International Energy Conservation Code (IECC), ~~2015~~ 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein. ~~, with the exception of such sections hereof, which are hereafter deleted, modified or amended.~~

Sec. 5-34 Delete the entire section.

Reasoning: Previous amendments referencing the Energy Star program and other Federal EPA guidelines are likely to be discontinued or replaced in the near future by the federal government and so the International Code Council will be the most reliable standard to adopt.

Chapter 5, Article 2, Division 5

Sec 5-35 Change to read as follows:

For the purpose of establishing minimum regulations governing the conditions and maintenance of all property, buildings, and structures by providing standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit of occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures, the city herewith adopts by reference and makes part of this Code for all purposes, the International Property Maintenance Code (IPMC) , ~~2015~~ 2021 Edition, published by the International Code Council, as hereafter amended. A copy of the International Property Maintenance Code ~~and Reference Standards~~ with approved amendments shall be maintained at all times ~~in the office of the city secretary~~ at the public library and in the office of the chief building ~~inspector~~ official.

Sec. 5-38 Delete the entire section and replace with the following:

Sec. 5-38 Amendments to the Property Maintenance Code (IPMC).

The International Property Maintenance Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the
2021 International Property Maintenance Code

The following sections, paragraphs, and sentences of the *2021 International Property Maintenance Code* are hereby amended as follows: Standard type is text from the IPMC. Underlined type is text inserted. ~~Lined through~~ ~~type is deleted text from the IPMC.~~

******Section 101.1; change to read as follows:***

101.1: Title.
These regulations shall be known as the *International Property Maintenance Code* of the City of Duncanville, hereinafter referred to as "this code".

******Section 103.1; change to read as follows:***

103.1: Creation of agency.
The Code Enforcement Division is hereby created and the official in charge thereof shall be the Neighborhood Services Superintendent, and shall be known as the Code Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

******Section 107.1; change to read as follows:***

173.1: General.
In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code, the Zoning Board of Adjustment established by ordinance shall render decisions and findings in writing to the appellant with a duplicate copy to the code official. This board shall be governed by the enabling ordinance.

Chapter 5, Article 2, Division 6

Sec. 5-39 Change to read as follows:

There is hereby adopted the International Existing Building Code (IEBC), ~~2015~~ 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Sec. 5-40 Delete the entire section and replace with the following:

Sec. 5-40 Amendments to the International Existing Building Code (IEBC).

The International Existing Building Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the

2021 International Existing Building Code

The following sections, paragraphs, and sentences of the *2021 International Existing Building Code* are hereby amended as follows: Standard type is text from the IEBC. Underlined type is text inserted. ~~Lined~~ ~~through type is deleted text from IEBC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

******Section 202; amend definition of Existing Building as follows:***

Existing Building - A building or space with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use. ~~erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.~~

******Section 202; amend section 202 to include the following:***

Existing Structure- A structure with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use. ~~erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.~~

******Section 306.5.1; add section to read as follows:***

306.5.1 Complete change of occupancy. Where an entire building undergoes a *change of occupancy*, it shall comply with Section 306.5.1 and shall have all of the following accessible features:

1. Not fewer than one accessible building entrance.
2. Not fewer than one accessible route from an accessible building entrance to *primary function* areas.
3. Signage complying with Section 1111 of the *International Building Code*.
4. Accessible parking, where parking is being provided.
5. Not fewer than one accessible passenger loading zone, where loading zones are provided.
6. Not fewer than one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.

Where it is *technically infeasible* to comply with the new construction standards for any of these requirements for a change of group or occupancy, Items 1 through 6 shall conform to the requirements to the maximum extent technically feasible.

Exception: The accessible features listed in Items 1 through 6 are not required for an accessible route to Type B units.

*****Section 406.1; add a code reference to read as follows:***

406.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

******Section 503.16.1; add subsection to read as follows:***

503.16.1 Enhanced Classroom Acoustics and TAS: Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

******Section 702.4; change exception 1 and add exception 2 to read as follows:***

Exceptions:

1. Operable windows where the **bottom** of the **clear opening** of the window opening is located more than 55 ~~75~~ feet (16 764 ~~22 860~~ mm) above the finished grade or other surface below, on the exterior of the room, space or building, and that are provided with window fall prevention devices that comply with ASTM F2006.

2. Operable windows with openings that are provided with window fall prevention devices that comply with ASTM F2090.

*****Section* 702.7*; add a code reference to read as follows:***

702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

*****Section 802.5.1;* change to read as follows:**

802.5.1 Minimum requirement. Every portion of ~~a floor, such as a balcony or a loading dock,~~ open-sided walking surfaces, including *mezzanines*, *equipment platforms*, *aisles*, *stairs*, *ramps,* and landings that is more than 30 inches (762 mm) above the floor or grade below and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

*****Section 803.1; add sentence to read as follows:***

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

*****Section 803.2.6; change exception to read as follows:***

Exception: Supervision is not required where the Fire Code does not require such for new construction. ~~for the following:~~

~~1. Underground gate valve with roadway boxes.~~
~~2. Halogenated extinguishing systems.~~
~~3. Carbon dioxide extinguishing systems.~~
~~4. Dry- and wet-chemical extinguishing systems.~~
~~5. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic and automatic sprinkler systems and a separate shutoff valve for the automatic sprinkler system is not provided.~~

*****Section 803.3; change section to read as follows:***

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.
{Delete rest of Section 803.3 and exceptions.}

Section **804.2; *delete Exception #1 as follows:*
Exceptions: ~~**1**. Where the work area and the means of egress serving it complies with NFPA101.~~
~~**2**.~~ [Remain unchanged]

****Section 804.6.2 Transoms; add language to read as follows:**

804.6.2 Transoms. In all buildings of Group B, E, I-1, I-2, R-1 and R-2 occupancies, ….[Remainder unchanged]

*****Section 904.1; add sentence to read as follows:***

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

*****Section 904.1.1; change to read as follows:***

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of ~~where the~~ high-rise buildings. ~~has a sufficient municipal water supply for the design and installation of an automatic sprinkler system at the site~~.

******Section 1011.2.1: change to read as follows:***
1011.2.1 Fire sprinkler system. Where a change in occupancy classification occurs or where there is a *change of occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

~~1. Nonrated permanent partition and horizontal assemblies.~~
~~2. Fire partition.~~
~~3. Smoke partition.~~
~~4. Smoke barrier.~~
5. 1. Fire barrier, as required by Section 707 of the IBC.
6. 2. Fire wall, as required by Section 706 of the IBC.

Exceptions: [Remain unchanged.]

******Section 1102.2.1; add to read as follows:***

1102.2.1 Fire Separations. Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

Chapter 5, Article 2, Division 7

Sec 5-41 Delete the entire division and replace with the following:

Division 7. – Swimming Pool and Spa Code

For the purpose of establishing minimum requirements to provide a reasonable level of safety, health, property protection, and general welfare by regulating and controlling the design, installation, quality of materials, location, and maintenance or use of pools and spas, the city herewith adopts by reference and makes part of this Code for all purposes, the International Pool and Spa Code (IPSC), 2021 Edition, published by the International Code Council, as hereafter amended. A copy of the International Pool and Spa Code with approved amendments shall be maintained at all times at the public library and in the office of the chief building official.

Reasoning: The Electrical Code is currently adopted in two different chapters and they are two different electrical codes. Chapter 5, Article 2, Division 7 contains the 2015 Electrical Code, and Chapter 8 contains the 2008 Electrical Code. The correct place for the Electrical Code is in Chapter 8. Using Chapter 5, Article 2, Division 7 as a good place to house the newly adopted Swimming Pools and Spa Code allows it to be placed with similar codes.

Sec. 5-42. – Amendments.

Sec. 5-42 Amendments to the Swimming Pool and Spa Code (ISPSC).

The International Swimming Pool and Spa Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the
2021 International Swimming Pool and Spa Code

The following sections, paragraphs, and sentences of the *2021 International Pool and Spa Code* are hereby amended as follows: Standard type is text from the ISPSC. Underlined type is text inserted. ~~Lined through type is deleted text from IPSC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021code.

***** Section R101.1 Amend to insert the Division Name***

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Duncanville, hereinafter referred to as "this code."

****Sections 103 and 103.1; amend to insert the Department Name**

Section 103: ~~CODE COMPLIANCE AGENCY~~ BUILDING INSPECTION DIVISION

103.1 Creation of agency. The CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.
[Remainder Unchanged]

***** Section 106.1* Construction Documents. *Amend to require digital plan submission***

106.1 Construction Documents. Construction documents, engineering calculations, diagrams, and other such data shall be submitted in ~~two or more sets~~ digital forms including .pdf .jpg .png with each application for a permit. The *code official* shall require construction documents…[remainder unchanged]

***** Section 112* Board of Appeals. *Delete this section which conflicts with the City's planning and zoning commission.***

~~**112.1 Membership of Board.** The board of appeals shall consist of five members appointed by the chief appointing authority as follows: one for 5 years, one for 4 years, one for 3 years, one for 2 years, and one for 1 year. Thereafter each new member shall serve for 5 years or until a successor has been appointed.~~

***** Section 113.4 Violation penalties. Delete this section which conflicts with Chapter 5, Article 1, Sec. 5-8.***

~~**113.4 Violation Penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate issued under the provisions of this code, shall be guilty of a[SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

Section 305.2.4 and 305.2.4.1: Mesh fence as a barrier. Delete this section.

~~**305.2.4: Mesh fence as a barrier.** Mesh fences, other than chain link fences in accordance with Section 305.2.7, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:~~

~~1. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.~~
~~2. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.~~
~~3. The fence shall be designed and constructed so that it does not allow passage of a 4-inch (102 mm) sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall be not greater than 4 inches (102 mm) from grade or decking.~~
~~4. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.~~
~~5. Where a hinged gate is used with a mesh fence, the gate shall comply with Section 305.3.6. Patio deck sleeves such as vertical post receptacles that are placed inside the patio surface shall be of a nonconductive material.~~
~~7. Mesh fences shall not be installed on top of onground residential pools.~~

~~**305.2.4.1 Setback for mesh fences.** The inside of a mesh fence shall be not closer than 20 inches (508 mm) to the nearest edge of the water of a pool or spa.~~

***** Section 305.3.3: Latch release. Change to read as follows:***

305.3.3 Latch release. For doors and gates in barriers, the door and gate latch release mechanisms shall be in accordance with the following:

1. Where door and gate latch release mechanisms are accessed from the outside of the barrier and are not of the self-locking type, such mechanism shall be located <u>not less than 54"</u> above the finished floor or ground surface<u>.</u> ~~in accordance with the following:~~

    ~~1.1. At public pools and spas, not less than 52 inches (1219 mm) and not greater than 54 inches (1372 mm).~~

    ~~1.2. At residential pools and spas, not less 54 inches (1372 mm).~~

2. Where door and gate latch release mechanisms are of the self-locking type such as where the lock is operated by means of a key, an electronic opener or the entry of a combination into an integral combination lock, the lock operation control and the latch release mechanism shall be located above the finished floor or ground surface in accordance with the following:

    2.1. At public pools and spas, not less than 34 inches and not greater than 48 inches (1219 mm).

    2.2. At residential pools and spas, at not greater than 54 inches (1372 mm).

3. At private pools, where the only latch release mechanism of a self-latching device for a gate is located on the pool and spa side of the barrier, the release mechanism shall be located at a point that is at least 3 inches (76 mm) below the top of the gate.

** **305.4 Structure wall as a barrier.** ***Delete item #6:***

305.4 Structure wall as a barrier. Where a wall of a dwelling…[initial section unchanged]

~~6. An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.~~

Chapter 5, Article 3, Division 2

Sec. 5-61 Change to read as follows:

Upon the filing of an application for a permit under this division, the building inspector shall ~~inspect~~ review the application, plans and other information furnished by the applicant to determine if such building, when moved, will comply with the zoning, building and other relevant ordinances which would be applicable at the new location. If such application meets such requirements, the building inspector shall refer such application to the city secretary for notices to be issued for a public hearing as provided in this division. If the building inspector determines that such application does not conform to such requirements, the application shall be returned to the applicant. The plan review and permit fee for a building moved in the city limits shall be the same as that for the corresponding type of new construction.

Chapter 5, ARTICLE VII. - RESIDENTIAL RENTAL REGISTRATION PROGRAM REGULATIONS

Sec. 5-203. - Registration required.

(a)Each owner of a residential rental unit within the city shall register each such rental unit with the city in accordance with procedures contained in this article. A separate registration shall be required for each rental unit for each registration. Every owner of a residential rental unit as of the date of adoption of this article shall complete an initial registration application and pay an initial registration fee as set by fee schedule ~~on or before January 1, 2019~~, and annually thereafter.

(b)Unless otherwise provided in section 5-204, each owner of a residential rental unit within the city shall make application for registration with the city and schedule an inspection of said rental unit with the building official within 30 days after the date of acquiring ownership of a rental unit or within 30 days after the date an owner of a dwelling unit converts the dwelling unit into a rental unit.

(c) unchanged…

(d)The city shall, within ~~30~~ five business days after receipt of the registration application, either ~~issue an RRCO~~ notify the owner that they may schedule the building inspection or ~~notify the owner~~ that the application does not comply with the requirements of this article.

(e)Unless otherwise provided in this article, a residential rental registration application shall be valid for each rental unit for one year, unless there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:

(1)Any change in the individual ownership of the unit;

(2)Any change in the ownership of any entity(s) in whose name(s) the current registration for the unit is issued; or

~~(3)Where the unit is managed by a property manager, upon any change in the individual property manager and/or the property manager's ownership; or~~

~~(4)~~

(3) Upon the dissolution of any entity(s) having ownership over the unit or upon said entity:

a.Petitioning for reorganization under the Bankruptcy Code,

b.Being adjudged bankrupt, or

c.Becoming insolvent or having a receiver appointed due to the insolvency.

(f) and (g) unchanged…

(h)No residential rental unit may be occupied by a tenant without first having a valid RRCO. It is an offense for an owner of a residential rental unit within the city to permit or allow a tenant to occupy any rental unit without first being issued a valid RRCO for the rental unit in accordance with this article. ~~If an owner is required to register more than one rental unit, t~~ The owner's failure to register any individual rental unit shall constitute a separate offense for each ~~and every day that the owner continues to fail to register a residential~~ rental unregistered unit within the city.

(i) unchanged…

Sec. 5-204. - General requirements. *Delete this section as the inspection and CO are now tied directly to the registration renewal and annual inspection.*

Sec. 2-205. - Change of ownership registration. *Delete this section as changes in ownership are covered in Sec. 5-203 and require a new registration.*

Sec. 5-206. - Inspection required upon change in occupancy. *Delete this section as inspections are now required annually regardless of when the property is rented. This allows tenants to move into recently inspected buildings on predictable timelines and have utility service established.*

Sec. 5-207. - Single, two-family (duplex) and townhouse inspections.

(a) ~~The city manager/building official, i~~ In addition to any other applicable requirement of this article, ~~shall~~ the rental inspector may inspect the interior and exterior of a rental unit after giving reasonable notice, to determine compliance with applicable state and local laws including, but not limited to, the current adopted International Residential Code and the current adopted International Property Maintenance Code. The city manager/building official or his agent shall provide written notice of the date and time that the ~~exterior~~ inspection will

be conducted. ~~Upon request and/or consent of the owner if the rental unit is vacant, or tenant(s) if the rental unit is occupied, the building official may conduct an inspection of the interior of a rental unit.~~

(b)If the owner or tenant does not allow for reasonable accommodations for a scheduled inspection of the interior and exterior of the rental property, the building official or his agent may conduct the inspection from the public right-of-way. If the owner or tenant does not provide consent for the inspection and the building official to enter onto the property to conduct the inspection, the building official shall be required to obtain a warrant prior to entry on the property.

(c)The building official or designee shall enforce the provisions of this article upon presentation of proper identification to the owner or tenant in charge of any residential rental unit and, with the owner or tenant's permission, may inspect the rental unit in accordance with this section between the hours of 8:00 a.m. and ~~6:00~~ 5:00 p.m. The building official's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant, or if consent to enter the rental unit could not be obtained, the building official is authorized to seek a warrant permitting the building official's entry pursuant to Vernon's Ann. Texas C.C.P. Art. 18.05, as the same may be amended from time to time. Any warrant issued will constitute authority for the building official to enter upon and inspect the premises described therein.

Chapter 8 – ELECTRICAL CODE

Sec. 8-1 Delete the section and replace with the following:

Sec. 8-1. - Adoption of national electrical code; purpose.

The 2023 edition of the National Electrical Code, as published by the National Fire Protection Association, and Chapter 27 of the International Building Code, is herewith adopted by reference and made a part of this Code for all purposes. Copies of the Electrical Code are on file at the public library and in the office of the chief building official for permanent record and inspection and are incorporated into this section as if fully set forth herein. The chief building official, or his authorized representative, is hereby authorized and directed to enforce all provisions of the Electrical Code.

Sec. 8-2 – Amendments. Delete this section

Reason: No amendments to the Electrical Code are being made by the City.

Sec. 8-4 – Electrical registration. Change the section to read as follows:

Electricians holding a currently valid ~~master electrician~~ Electrical Contractor license issued by the Texas Department of Licensing and Regulation may register in the city ~~provided that the following conditions are met:~~ in order to be eligible to apply for electrical work permits inside the city limits.

~~(1)A valid Texas master electrician license shall be shown at the time of registration, and~~

~~(2)A registration fee established by the City of Duncanville shall be paid.~~

Reason: State law has changed regarding who is authorized to pull an electrical permit, and restricts cities from charging for registration.

Sec. 8-14. – Examination and registration fees. Delete this section.

Reason: The City no longer examines Electricians and electrician registration fees are prohibited by state law.

Chapter 9, Article 4

Sec. 9-49 Change to read as follows:

There is hereby adopted by the city for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, the certain codes and standards known as the International Fire Code, ~~2015~~ 2021 Edition, including all appendices, save and except such portions as are hereinafter deleted, modified or amended by section 9-51. A copy of said fire code and standards is now filed in the office of the city secretary, and is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this article shall take effect, the provisions thereof shall be controlling within the limits of the city and within 5,000 feet thereof, where specified therein.

Sec. 9-51 – Amendments. Delete the entire section and replace with the following:

Sec. 9-51 Amendments to the Fire Code.

The International Fire Code (IFC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Fire Code

The following sections, paragraphs, and sentences of the *2021 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

***Section 102.1; change #3 to read as follows:**

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

***Section 105.3.3; change to read as follows:**

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

***Section 105.6.25; add to read as follows:**

105.6.25 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required for to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

****Section 107.3; delete this section in its entirety:**

~~**107.3 Permit valuations.** The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the fire code official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the fire code official. Final permit valuation shall be set by the fire code official.~~

***Section 202; amend and add definitions to read as follows:**

** **[B] AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

(Reason: to clarify the range of uses included in the definition)

**** [B] ATRIUM.** An opening connecting ~~two~~ three or more stories… *{remaining text unchanged}*

**** [B] DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

****FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or *standby personnel* when required by the *fire code official*, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, ~~or~~ *detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. *… {Remainder of text unchanged}…*

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet (~~22 860~~ 16 764 mm) above the lowest level of fire department vehicle access.

****REPAIR GARAGE**. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model

- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

*****Section 307.1.1; change to read as follows:***

*****Section 307.1.1; change to read as follows:***

307.1.1 Prohibited Open Burning. Open burning ~~shall be prohibited~~ that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

*****Section 307.2; change to read as follows:***

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning ~~a bonfire~~. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

*****Section 307.3; change to read as follows:***

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

******Section 307.4 and 307.4.1; change to read as follows:***

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet (~~15 240~~ 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50~~ 300 feet (~~15 240~~ 91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback ~~50 feet (15 240 mm)~~ of a structure shall be eliminated prior to ignition.

*****Section 307.4.3, Exceptions; add Exception #2 to read as follows:***

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

*****Section 307.4.4 and 5; add section 307.4.4 **Section 307.4.4 and 307.4.5; change to read as follows:***

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

*****Section 307.5; change to read as follows:***

307.5 Attendance. *Open burning*, trench burns, bonfires, *recreational fires*, and use of portable outdoor fireplaces shall be constantly attended until the… *{Remainder of section unchanged}*

*****Section 308.1.4; change to read as follows:***

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other o~~Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to

exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Where buildings, balconies and decks are protected by an approved *automatic sprinkler system*, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

***Section 308.1.6.2, Exception #3; change to read as follows:**

3. Torches or flame-producing devices in accordance with Section ~~308.4~~ 308.1.3.

***Section 308.1.6.3; change to read as follows:**

308.1.6.3 *Sky Lanterns*. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a *sky lantern*.

***Section 311.5; change to read as follows:**

311.5 Placards. ~~Any~~ The *fire code official* is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 114 of this code relating to structural or interior hazards, ~~shall be marked~~ as required by Section 311.5.1 through 311.5.5.

***Section 403.4; change to read as follows:**

403.4 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.4.1 through 403.4.3.

***Section 404.2.2; add Number 4.10. to read as follows:**

4.10. Fire extinguishing system controls.

******Section 405.5; change to read as follows:***

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

*****Section 501.4; change to read as follows:***

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. ~~, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

*****Section 503.1.1; add sentence to read as follows:***

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 16 feet (3048 mm) wide unobstructed pathway around the external walls of the structure.

*****Section 503.2.1; change to read as follows:***

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20~~ 24 feet (~~6096 mm~~ 7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

*****Section 503.2.2; change to read as follows:***

503.2.2 Authority. The *fire code official* shall have the authority to require ~~or permit modifications to the required~~ an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

******Section 503.2.3; change Section 503.2.3 to read as follows:***

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

*****Section 503.3; change to read as follows:***

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE~~ Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. ~~The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

*****Section 503.4; change to read as follows:***

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

*****Section 505.1; change to read as follows:***

*****Section 505.1; change to read as follows:***

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

> **Exception:** R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

***Section 507.4; change to read as follows:**

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required ~~or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system~~. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

***Section 507.5.4; change to read as follows:**

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

***Section 509.1.2; add to read as follows:**

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

****Section 605.4 through 605.4.2.2 ; change to read as follows:**

605.4 Fuel oil storage systems. Fuel oil storage systems ~~for building heating systems~~ shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 ~~or~~ and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

*****Section 807.5.2.2 and 807.5.2.3 applicable to Group E occupancies; change to read as follows:***

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 807.5.5.2 and 807.5.5.3 applicable to Group I-4 occupancies; change to read as follows:

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 901.6.1.1; add to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

10. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

11. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

12. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

13. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

14. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

15. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

16. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

17. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

18. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

*****Section 901.6.4; add to read as follows:***

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

*****Section 901.7; change to read as follows:***

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. … *{Remaining text unchanged}*

*****Section 903.2 Where required; Delete exception;***

~~Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 or not less than 2-hour horizontal assemblies constructed in accordance with Section 711, or both.~~

(Reason: Firefighter and public safety. Increased use of lithium ion batteries and devices have created a high hazard condition for many modern power distribution and storage systems which, when ignited, burn too hot and fast for conventional lower level fire control systems.)

******Section 903.2.4.2; change to read as follows:***

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire

area at any one time.

******Section 903.2.8; add exception:***

903.2.8 Group R

An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

> **Exception:** Buildings 6,000 square feet or less that are currently registered in the Duncanville Short Term Rental Program.

*****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:***

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings ~~55~~ 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~, other than penthouses in compliance with Section 1511 of the *International Building Code*, located ~~55~~ 35 feet (~~16 764~~ 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

~~**Exception:**~~

~~1. Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

a. The structure is freestanding.
b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
c. The structure does not exceed 3 stories.
d. An approved fire apparatus access road is provided around the entire structure.

***Section 903.3.1.1.1; change to read as follows:**

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}*… because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Properties less than 6,000 square feet in size that are currently registered in the city's Short Term Rental Program.

~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

5. ~~Fire service access~~ Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

***Section 903.3.1.2; change to read as follows:**

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall

be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy

meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

***Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies ~~in the means of egress~~. Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~ *{Delete the rest of this section.}*

***Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
    - 4.1. Provide automatic sprinkler system protection.
    - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
    - 4.3. Construct the attic using noncombustible materials.
    - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
    - 4.5. Fill the attic with noncombustible insulation.

***Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D and in accordance with state law.

***Section 903.3.1.4; add to read as follows:**

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

4. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
5. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
6. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*****Section 903.3.5; add a second paragraph to read as follows:***

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.4; add a second paragraph after the Exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 903.4.2; add second paragraph to read as follows:***

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.3.9; add to read as follows:***

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

3. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
4. R-2 occupancies of four stories or less in height having no interior corridors.

*****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:***

1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

   Exception: {No change.}

2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}

4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way ~~a~~ hose connection ~~shall be~~ located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

******Section 905.8; change to read as follows:***

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

*****Section 905.9; add a second paragraph after the exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

******Section 906.1(1); delete Exception 3 as follows:***

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants,~~

~~fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~

~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved~~

~~by the extinguisher manufacturer or the fire code official for vehicular use.~~

~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~

~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~

~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

*****Section 907.1.4; add to read as follows:***

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

*****Section 907.2.1; change to read as follows:***

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is~~ of 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

*****Section 907.2.3; change to read as follows:***

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with

Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

2. {No change.}
1.2. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

******Section 907.2.10; change to read as follows:***

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

*****Section 907.2.13, Exception #3; change to read as follows:***

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

*****Section 907.4.2.7; add to read as follows:***

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

*****Section 907.6.1.1; add to read as follows:***

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance

with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

***Section 907.6.3; delete all four Exceptions.**

***Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

***Section 910.2; change Exceptions #2 and 3 to read as follows:**

2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50(m*S)$^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

***Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

***Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

*****Section 912.2.3; add to read as follows:***

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

*****Section 913.2.1; add second paragraph and exception to read as follows:***

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

*****Section 914.3.1.2; change to read as follows:***

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than ~~420~~ 120 feet (~~128~~ 36.6 m) in *building height*, ~~and buildings of Type IVA and IVB construction that are more than 120 feet (36.6 m) in building height,~~ required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

******Section 1006.2.1; change Exception #3 to read as follows:***

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}

2. {No change.}

3. Unoccupied <u>rooftop</u> mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

*****Section 1009.8; add Exception #7 to read as follows:***

Exceptions:

1. through 6. {No change.}

<u>7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.</u>

****Section 1010.2.5; change Exceptions #3 and 4 to read as follows:**

Exceptions:

1. {No change.}

2. {No change.}

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, <u>M</u> or S occupancy. (remainder unchanged)

4. Where a pair of doors serves a Group B, F, <u>M</u> or S occupancy (remainder unchanged)

5. {No change.}

******Section 1030.1.1.1; add Exception#4 to read as follows:***

Exceptions:

1. through 3. {No change.}

<u>4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.</u>

*****Section 1032.2; change to read as follows:***

1032.2 Reliability. Required *exit accesses, exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~where the building area served by the means of egress is occupied~~. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

***Section 1103.3; add sentence to end of paragraph as follows:*

Provide emergency signage as required by Section 604.4.

***Section 1103.5.1; add sentence to read as follows:*

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

***Section 1103.5.6; add to read as follows:*

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

****Section 1103.7.7; add to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

****Section 1203; change and add to read as follows:*

1203.1.1 {No change.}

1203.1.2 {No change.}

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.4 {No change.}

1203.1.5 Load Duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

1203.1.6 through 1203.1.9 {No changes to these sections.}

1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.~~18~~26 or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change.}

1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.20 and 914.2

Group A Occupancies, Sections 907.2.1 and 907.5.2.2

Special Amusement Areas, Section 907.2.12 and 914.7

High-rise Buildings, Section 907.2.13 and 914.3

Atriums, Section 907.2.14 and 914.4

Deep Underground Buildings, Section 907.2.19 and 914.5

1203.2.5 through 1203.2.14 {No change.}

1203.2.15 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.16 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.17 {No change.}

1203.2.18 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410

Special Amusement Areas (as applicable to Group A's), *International Building Code*, Section 411

Smoke Protected Seating, Section 1030.6.2

1203.2.19 {No change.}

1203.2.20 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

1203.2.21 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.7.2.

1203.2.23 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

1203.2.25 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.11, Item 7.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change.}

*****Section 2304.1; change to read as follows:***

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be ~~conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be~~ in accordance with ~~Section 2204.3.~~ the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

*****Section 2401.2; delete this section in its entirety.***

***Section 3103.3.1; delete this section in its entirety**

(Reason: This section requires a fire sprinkler system to be installed in temporary tents and membrane structures, which is not a reasonable or enforceable requirement for a temporary use. A fire watch or fire alarm system is a more advisable approach for such occupancies that are only temporary in nature.)

***Table 3206.2, footnote h; change text to read as follows:**

h. ~~Not required~~ Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

***Table 3206.2; add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:**

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

****Section 3311.1; change to read as follows:**

Section 3311.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within ~~100~~ 50 feet (~~30 480~~ 15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign.

***Section 5601.1.3; change to read as follows:**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.

~~2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
~~3.~~2. The use of fireworks for approved fireworks displays as allowed in Section 5608.

~~4. The possession, storage, sale~~ … *{Delete remainder of text.}*

***Section 5703.6;** add sentence to end of paragraph to read as follows:*

An *approved* method of secondary containment shall be provided for underground tank and piping systems.

***Section 5704.2.11.4; change to read as follows:*

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 ~~and 5704.2.11.4.2~~ through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

***Section 5704.2.11.4.2; change to read as follows:*

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

***Section 5704.2.11.4.3; add to read as follows:*

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

***Section 5707.4; add paragraph to read as follows:*

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

***Section 6103.2.1.8; add to read as follows:**

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

***Section 6104.2; add Exception 2. to read as follows:**

Exceptions:

1. *{existing text unchanged}*

2. Except as permitted in Sections 308 and 6104.3.3, LP-gas containers are not permitted in residential areas.

***Section 6104.3.3; add to read as follows:**

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

***Section 6107.4 and 6109.13; change to read as follows:**

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with ~~NFPA 58~~ Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

***{Appendix B Fire-Flow Requirements For Buildings amendments}**

****Table B105.2; change footnote a. to read as follows:***

a. The reduced fire-flow shall be not less than ~~1,000~~ 1,500 gallons per minute.

****{Appendix D Fire Apparatus Access Roads amendments}**

****Section D102.1; change to read as follows:***

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~ 85,000 pounds (~~34 050~~ 38 556 kg).

****Section D103.4; change to read as follows:***

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4

REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	~~20~~ 24	None required
151–500	~~20~~ 24	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

******Section D103.5; change Item 1 to read as follows:***

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than ~~20~~ 24 feet (~~6096~~ 7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

******Section D103.6; change to read as follows:***

D103.6 ~~Signs.~~ Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

~~Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs complying with Figure D103.6, or other approved method. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.~~

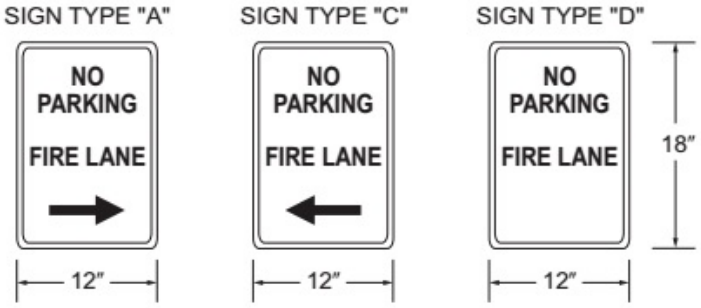


FIGURE D103.6

FIRE LANE SIGNS

Section D103.6.1 and D103.6.2; delete sections as follows:

~~**D103.6.1Roads 20 to 26 feet in width.** *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).~~

~~**D103.6.2 Roads more than 26 feet in width.** *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).~~

Section D104.3; change to read as follows:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

Section D105.3; change to read as follows:

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved* by the *fire code official*.

Section D106.3; change to read as follows:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

Section D107.2; change to read as follows:

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

{Appendix L Requirements For Fire Fighter Air Replenishment Systems amendments}

Section L101.1; change to read as follows:

Section L101.1 Scope. Fire fighter air replenishment systems (FARS) shall be provided in accordance with this appendix in new buildings when any of the following conditions occur:

1. Any new building 5 or more stories in height.

2. Any new building with 2 or more floors below grade.

3. Any new building 500,000 square feet or more in size.

Each stairwell shall have a supply riser. SCBA fill panels shall be located on odd numbered floors commencing at the first level in the primary stairwell and on even numbered floors commencing at level 2 in the remaining stairwells. Fill panels in buildings over 500,000 square feet shall be located adjacent to each standpipe connection.

~~The adopting ordinance shall specify building characteristics or special hazards that establish thresholds triggering a requirement for the installation of a FARS. The requirement shall be based on the fire department's capability of replenishing fire fighter breathing air during sustained emergency operations. Considerations shall include:~~

~~1. Building characteristics, such as number of stories above or below grade plane , floor area, type of construction and fire-resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours.~~

~~2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish fire fighter breathing air.~~

~~3. Fire department staffing level.~~

~~4. Availability of a fire department breathing air replenishment vehicle.~~

******Section L104.13.1; delete this section in its entirety.***

******Section L104.14; add paragraph to read as follows:***

The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet.

Chapter 12, Article 1. - IN GERNERAL

Sec. 12-9. - Occasional sales.

(a) unchanged…

(b) Occasional sales shall not exceed ~~two in number during any six-month~~ one in number in any 90-day period, and the duration of each such sale shall not exceed four consecutive calendar days.

(c) through (e) unchanged…

Chapter 12, Article 2 FOOD AND FOOD ESTABLISHMENT SANITATION

Sec. 12-14 – Adoption of rules on food establishment sanitation. *Change to read as follows:*

The administrative rules based on the FDA Food Code as adopted by the Texas ~~state~~ Department of State Health, ~~October 11, 2015~~ August 8, 2021, by 25 Texas Administrative Code § 228 ~~.1—228.278~~, Texas ~~Retail~~ Food Establishment Rules, are hereby incorporated herein and adopted by reference as the food establishment sanitation regulations of the city, and a copy of said rules shall be kept on file ~~in~~ at the ~~office of the city secretary~~ public library, and are hereby made a part of this Code for all purposes, the same as if fully copied herein. Where the Texas Food Establishment Rules refer to a section of the FDA Food Code, the most current version of the FDA Food Code shall govern.

Exemption: Temporary Food Vendor Permits. – Temporary food vendors need not comply with Chapter 12, Article 2 of this code per §228.222(a), nor the remainder of §228.222 of the Texas Food Establishment Rules, or the remainder of the FDA Food Code, provided that items 1-7 below are met. Failure to comply with these requirements may result in the immediate suspension of the permit and assessment of penalties as provided by the Texas Health and Safety Code, Chapter 437.

1. Food shall be in sound condition.
2. Meat and poultry products shall be cooked to the following minimum internal temperatures: Poultry-165°F, Ground Meats-155°F, Pork-145°F, and other Meats-145°F.
3. Time/temperature control for safety (TCS) foods (i.e., foods which consist in whole or in part of milk or milk products, eggs, cut tomatoes, cut melon, raw seed sprouts, cooked vegetables, meat, and seafood) shall be held at 41°F or lower, or at 135°F or above.
4. An accurate food temperature thermometer (metal stem) shall be used to monitor the proper internal cooking and holding temperatures of TCS foods.
5. Packaged foods shall not be stored in direct contact with standing water.
6. An application shall be submitted, the required fee paid, and the permit issued before operating under a Temporary Food Permit. No more than one such permit may be applied for within any 90 day period. Each permit issued is only valid for the event, up to ten days in length, for which it was issued.
7. Food service workers wear clean plastic gloves while handling food.

Sec. 12-16. - Valid health certification required.

No person shall operate a food establishment who does not have a valid health certificate issued to ~~him~~ them by the regulatory authority. Only a person who complies with the requirements of this article shall be entitled to receive or retain such a health certificate. Health certificates are not transferable. A valid health certificate shall be posted in every food establishment in the city. A food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and

vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility, or a private home that receives catered or home-delivered food.

Exception: A Mobile Food Vendor, and a Small-scale Food Business earning $1,500,000 or less per year in gross sales from food service, is exempt from obtaining a City Health Certificate and City Health Inspections provided that they hold a valid state-issued permit or food manufacturing license.

Sec. 12-17. – Issuance of health certificate. *Replace paragraph g with the following:*

(a) Any person desiring to operate a food establishment which is not exempted from local permitting requirements under state law shall make written application for a health certificate on a form provided by the regulatory authority. Such application shall include the name and address of each ~~applicant~~ business owner, the location and type of proposed food establishment, a full menu of food items to be served, a copy of their state-issued Food Facility Health Permit, a copy of their state-issued Seller's Permit including their Texas taxpayer number issued by the Texas Comptroller of Public Accounts, a copy of their state-issued Certified Food Managers Certificate for the person responsible for the business, and the signature of the ~~applicant~~ owner or owner's representative.

(b) Prior to approval of an application for a health certificate, the regulatory authority shall ~~inspect~~ review the application ~~proposed food establishment~~ to determine compliance with the requirements of this article.

(c) The regulatory authority shall issue a health certificate to the applicant if ~~upon inspection the proposed food establishment~~ the application complies with the requirements of this article.

(d) All persons desiring to operate any food establishment in the city shall pay a health certificate fee as established by resolution of the city council as it may determine from time to time. All food establishments will be classified as follows:

(1) Class 1A shall include but not be limited to ~~full service~~ fixed restaurants and fast food restaurants ~~with dining area~~, cafeterias, food stores, and ~~supermarkets without a deli/bakery located in the store~~. Facilities preparing food for individual portions for the public.

(2) Class 2A shall include but not be limited to ~~supermarkets with a deli/bakery located in the store, deli/bakery located in supermarkets, fast food establishments, small retail establishments (such as convenience stores, variety stores, video stores, mobile vendors, etc.), day care facilities and schools (private and public)~~ School Food Establishments operated on a for-profit basis by a private contractor.

(3) Class 3A shall include but not be limited to ~~seasonal establishments~~ Institutional Food Service including Hospitals, Correctional Facilities, Schools, Commissaries, and other large institutional kitchens.

(4) Class 4A shall include but not be limited to Seasonal Establishments including concession stands, amusement parks, and summer feeding programs.

Exception: Small-scale food businesses generating $1,500,000 gross food sales per year, and mobile food vendors are exempt from requiring a City issued permit or inspections and are permitted and regulated directly by the Texas Department of State Health Services according to House Bill 2844.

~~(e) All large retail stores will be assessed separate permit fees as established by resolution of the city council as it may determine from time to time for each operational function.~~

~~(f)~~

(e) ~~All f~~ Food establishments ~~will~~ may be assessed a ~~recheck~~ reinspection fee as established by resolution of the city council as it may determine from time to time for each ~~recheck~~ reinspection conducted.

~~*(g)*~~

(f) Each individual temporary food establishment that is not exempted under item (d) above, will be assessed ~~a~~ permit fees as established by resolution of the city council as it may determine from time to time. Each permit issued is only valid for the event for which it was issued.

(h)

(g) ~~All food establishments will pay the required fee.~~ In the event a food establishment has a change of ownership, a new application for a health certificate shall be required.

~~(i)~~

(h) All food establishments shall pay late fees as established by resolution of the city council as it may determine from time to time.

~~(j) The regulatory authority may, after providing opportunity for a hearing, close a food establishment if the owner of the establishment, or the person in charge, does not comply with the requirements of this article, or if the operation of the establishment does not comply with this article. Prior to closure, the regulatory authority shall notify, in writing, the owner or the person in charge of the specific reason for which the establishment is to be closed at the end of the ten days following the service of such notice. An opportunity for a hearing will be provided if a written request for a hearing is filed by the owner or person in charge with the regulatory authority within the ten-day period following the date on the notice. If a request for a hearing is received within the ten-day period, a hearing shall be held within 20 days following receipt of the request. If no request for a hearing is filed within the ten-day period, the closure of the food operation is sustained.~~

Sec. 12-18. – Suspension of health certificate. *Add subsection (c) as follows:*

(a) – (b) unchanged…

(c) The regulatory authority may, without warning, prior notice, or hearing, close to the public and suspend the allowed use of, the public dining area inside a food establishment when the dining area or its associated sanitary facilities are found to be substandard, allowing

the entry of pests, lacking proper sanitary provisions for the public, or constituting a health risk. In such cases where affected portions of the building can be physically and mechanically isolated from the food service production areas, including any drive-thru or pick-up areas, the dining area may be closed and the allowed use suspended until such affected areas of the building are repaired, inspected, and approved. Suspension is effective immediately and the dining areas shall be immediately closed, and physically and mechanically isolated. Whenever a dining area is closed to the public, the holder of the health certificate or the person in charge shall be informed in writing that the certificate of occupancy for the dining area is immediately suspended, and that an opportunity for a hearing will be provided if a written request is filed with the regulatory authority. The holder of the health certificate or the person in charge must file a written request for a hearing within ten days following the closure. If a request for a hearing is received within the ten-day period, a hearing shall be held within 20 days of receipt of the request. If the outcome of the hearing overturns the decision of the Building Official, the suspension and closure notice will be lifted immediately. The regulatory authority may end the suspension at any time if the reasons for the suspension no longer exist.

Sec. 12-25. – Report of inspections. *Change the following to allow digital record keeping and posting of health reports and scores online.*

Whenever an inspection of a food establishment or a commissary is made, the findings shall be recorded on ~~the~~ a digital inspection report ~~form issued by~~ based on the report published by the state department of health, entitled “Retail Food Establishment Inspection Report”, described in the rules adopted hereby and available from the state department of health. The inspection report form shall summarize the requirements of this article and shall set forth a weighted point value for each requirement. Inspection remarks shall be written to reference, by section number, the section of the rules or the article violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. A copy of the completed inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available online ~~for~~ to the public. ~~disclosure to any person who requests it according to law.~~

Sec. 12-28. - Submission and review of plans.

When a food establishment is constructed or extensively remodeled, ~~and~~ when an existing structure that did not previously contain a food service area is converted to use as a food establishment, when a food establishment’s use increases to a higher health code classification due to menu or fixture changes, or when a higher customer volume or occupancy that requires additional requirements under the building or fire codes occurs, properly prepared plans and specifications for such

construction, remodeling or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction material of work areas, and the type and model of proposed fixed equipment, cooking and refrigeration equipment, and facilities. The regulatory authority shall approve the plans and specifications if they meet the requirements of this article and of the rules adopted hereby. No food establishment, except a temporary food establishment, shall be constructed, remodeled or converted except in accordance with the plans and specifications approved by the regulatory authority. The regulatory authority shall inspect the food establishment, other than temporary establishments, prior to the start of operations to determine compliance with the approved plans and specifications and with the requirements of this article and the rules.

Sec. 12-30. – Classification of establishments. *Delete this section.*

Reasoning: This classification conflicts with the classification of food establishments are already listed in Section 12-17(d) which is the correct classification under state law and that corresponds to the Master Fee schedule.

Sec. 12-31. – Minimum construction standards. *Delete this section.*

Reasoning: The minimum construction standards are already adopted in the Texas Food Establishment Rules, the FDA Food Code, and the Building Code.

Sec. 12-32. - Application of minimum construction standards; effective dates. *Delete this section.*

Reasoning: The minimum construction standards are already adopted in the Texas Food Establishment Rules, the FDA Food Code, and the Building Code.

Chapter 12, Article 20 – SALE OF ALCOHOLIC BEVERAGES

Sec. 12-202. - City permit/revocation.

(a) through (h) unchanged…

Exception: The City may not also charge a fee under Section 11.38 or 61.36 of the Texas Alcoholic Beverage Code, if the premises is a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has already paid a fee to operate to the department or to any county, municipality, or public health district for issuance of an alcoholic beverage permit or license for the premises.

Chapter 14 – PLUMBING, FUEL GAS, AND MECHANICAL CODES

DIVISION 1 – PLUMBING CODE

Chapter 14, Division 1

Sec. 14-1 Change to read as follows:

The International Plumbing Code, ~~2015~~ 2021 Edition~~, adopted by the International Code Council with amendments contained therein, and excluding all appendices attached thereto and except as modified and amended herein,~~ is herewith adopted by reference and made a part of this Code for all purposes. A copy of this Code with approved amendments shall be maintained at all times ~~in the office of the city secretary~~ at the public library and in the office of the chief building ~~inspector~~ official.

Reasoning: To update the ordinance to refer to the newly adopted code editions and the locations of the printed codes for the public to view. The library is a better location to house the set of code books for the public to review; they will not be loaned out.

Sec. 14-2 – Amendments. Delete this section and replace with the following:

Sec. 14-2 – Amendments.

City of Duncanville Amendments to the 2021 International Plumbing Code

The following sections, paragraphs, and sentences of the *2021 International Plumbing Code* are hereby amended as follows: Standard type is text from the IPC. Underlined type is text inserted. ~~Lined through~~ ~~type is deleted text from the IPC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021 edition of the code.

******Table of Contents, Chapter 7, Section 713; change to read as follows:***

713 Engineered ~~Computerized~~ Drainage Design . . . . ~~69~~ 7-12

******Section 305; change to read as follows:***

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material ~~plastic~~. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

*****Section 305.4.1; changed to read as follows:***

305.4.1 Sewer depth. ~~Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection.~~ Building sewers shall be a minimum of 12 inches (304 mm) below grade.

*****Section 413.4; change to read as follows:***

413.4 Required location for floor drains ~~Public laundries and central washing facilities.~~ Floor drains shall be installed in the following areas:

1. In public laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.

2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the Code Official may accept floor sinks.

3. Public restrooms.

Section 703.6; Delete

*****Section 704.5; added to read as follows:***

***704.5* Single stack fittings.** Single stack fittings with internal baffle, PVC schedule 40 or cast-iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

******Section 712.4.3; add Section 712.4.3 to read as follows:***

712.4.3 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

*****Section 713, 713.1; change to read as follows:***
SECTION 713

ENGINEERED ~~COMPUTERIZED~~ DRAINAGE DESIGN

713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be ~~permitted to be~~ designed by a registered engineer using *approved* ~~computer~~ design methods.

******Section 903.1.1; change to read as follows:***

903.1.1 Roof extension unprotected. Open vent pipes that extend through a roof shall be terminated not less than six (6) inches (152 mm) above the roof on the highest side of the vent. {Remainder unchanged}

****Section 1109; delete this section.**

******Section 1202.1; change to read as follows:***

Nonflammable medical gasses. Nonflammable medical gas systems, inhalation anesthetic systems, and vacuum piping systems shall be installed, tested, inspected, and labeled in accordance with NFPA 99 and State law.

DIVISION 2 – FUEL GAS CODE

Chapter 14, Division 2

Sec. 14-3 Delete section and replace with the following:

Sec. 14-3. – Fuel Gas Code - Adopted.

The International Fuel Gas Code, 2021 Edition, is hereby adopted and made a part hereof for all purposes, the same as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Sec. 14-4. Amendments. Delete section and replace with the following:

Sec. 14-4. Amendments.

City of Duncanville Amendments to the
2021 International Fuel Gas Code

The following sections, paragraphs, and sentences of the *2021 International Fuel Gas Code* are hereby amended as follows: Standard type is text from the IFGC. Underlined type is text inserted. ~~Lined through type is deleted text from IFGC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021 code.

*****Section 401.5; add a second paragraph to read as follows:***

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING

1/2 to 5 psi gas pressure

Do Not Remove"

***Section 404.12; change to read as follows:**

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of ~~12~~ 18 inches (~~305~~ 458 mm) top of pipe below grade, ~~except as provided for in Section 404.12.1~~.

404.12.1 Delete in its entirety.

****Section 406.4; change to read as follows:**

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure. Spring type gauges do not meet the requirement of a calibrated gauge.

DIVISION 3 – MECHANICAL CODE

Chapter 14, Division 3

Sec. 14-5 Delete section and replace with the following:

Sec. 14-5. – Mechanical Code - Adopted.

The International Mechanical Code, 2021 Edition, is hereby adopted and made a part hereof for all purposes, the same as if fully copied in full herein.

Sec. 14-6. Amendments. *Delete this section*

Reason: No amendments to the Mechanical Code are being made by the City.

Chapter 20, Article 9 FATS, OILS, AND GREASE (FOG)

Sec. 20-127. - Installation and maintenance requirements.

(a) *Installations.*

(1)New facilities. Food processing~~,~~ and food service ~~and/or multi-family~~ facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility~~,~~ where such facility did not previously exist, and when a food establishment's service intensity increases due to menu or fixture changes, including when a higher customer volume or occupancy requires additional plumbing, building, or fire codes requirements, such facility shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to issuance of a new certificate of occupancy.

(2)All grease trap/interceptor designs must be ~~sealed by a State of Texas MEP Engineer in accordance with the latest adopted edition of the International Plumbing Code~~ designed based on a completed TCEQ Worksheet for Grease Trap Sizing, which shall be submitted with the application for a building permit and CO.

…remainder of Sec. 20-127 is unchanged.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north of Danieldale Road, west of SH 67, east of Cedar Ridge Drive, and south of Camp Wisdom Rd; and to seek l egal advice from City Attorney regarding such real property.

Vision Statement:

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

STAFF RESPONSIBLE:
Richard Abernethy, Interim City Manager

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north of Danieldale Road, west of SH 67, east of Cedar Ridge Drive, and south of Camp Wisdom Rd; and to seek l egal advice from City Attorney regarding such real property.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north of Danieldale Road, west of SH 67, east of Cedar Ridge Drive, and south of Camp Wisdom Rd; and to seek l egal advice from City Attorney regarding such real property.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

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."

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:
Richard Abernethy, Interim City Manager

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the 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

Available Budget	**Purchase Amount**	**After Encumber**

$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Fifteen applicants from Duncanville's inaugural Arts Grant Award cycle have been invited to provide a brief 2-minute presentation to the City Council during the August 5, 2025, Regular Meeting. These presentations are intended to provide the Council with an overview of each proposed project submitted during the grant application period from June 4 to June 30.

This item will return to the City Council for formal consideration at its August 19, 2025, Regular Meeting. At that time, Council may approve, modify, or deny the Arts Commission's recommendations. If adopted, City staff will notify grantees and initiate the funding process in accordance with the adopted policy.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
The City Council adopted the FY 2024–2025 Arts Funding Policy and Grant Guidelines on June 3, 2025 (Resolution No. 2025-488), establishing three types of grants: Annual Arts Program Grants, Single Project Support Grants, and Public Art Grants. Funding is supported by the City's Hotel Occupancy Tax (HOT) revenue and is intended to support public-facing arts programs that enhance quality of life, tourism, and community identity.

The application window for the first quarterly grant cycle was open from June 4 to June 30, 2025, and was made available online.

A total of 15 applications were received. The Duncanville Arts Commission evaluated each during their July 15, 2025, Special Meeting based on the criteria outlined in the adopted guidelines.

POLICY EXPLANATION:

The Duncanville City Council adopted Resolution No. 2025-488, the Fiscal Year 2024–2025 and 2025–2026 Arts Funding Policy and Grant Guidelines, as recommended by the Duncanville Arts Commission. These guidelines establish a framework for the fair and transparent distribution of arts funding through three grant categories: Annual Arts Program Grants, Single Project Support Grants, and Public Art Grants. The policy supports nonprofit organizations, individual artists, and community-based initiatives that promote tourism, placemaking, and civic engagement. Funding sources include Hotel Occupancy Tax revenues and other public and private contributions. The resolution authorizes the City Manager or their designee to carry out administrative actions necessary to implement the policy, which took effect immediately upon adoption on June 3, 2025.

FUNDING SOURCE:

ORG and Object Number
11011000-700450

Available Budget	**Purchase Amount**	**After Encumber**
$30,000.00	$36,185.00	$0.00

ATTACHMENTS:
Beacons of Light - Application
Brown Girls Do Ballet Photo Project - Application
Dance Recital - Application
Duncanville Paws and Paint - Application
Ellafair - Application
Empowerment Through Ballet - Application
Fixin' His Plate - Application
Laughter is Good Medicine - Application
Master's Voice Christmas Concert - Application
Mentor Moments - Application
Musical Performance - Application
Painting in the Park - Application
Rhythms of Culture - Application
Pink Diamonds - Application
Supafly - Application
2025-07-16 - Arts Commission - Special Meeting Minutes - Draft

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Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Kalen Y. McGuire
Mailing Address	622 Truman Ct. Duncanville, Texas, 75137
Phone Number	(469) 645-8002
Email	kalenmcguirepr@gmail.com
How do you prefer to be contacted?	Call

Website or Social Media (if applicable)
instagram.com/kalenmcguiremedia

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant

Section 4: Project Information

Project/Event Title	“Beacons of Light: Where Champions Rise,” by Kalen Y. McGuire of Kalen McGuire Media. (41”×14”) Mural, Paint on Brick Wall. Property of Duncanville Ministry Outreach. August 31, 2025.

Brief Project Summary (2-3 sentences)
Kalen Y. McGuire of Kalen McGuire Media will paint a mural on the side wall of the Texaco building property near Brandenburg Intermediate School in Duncanville, Texas. The artwork reflects the youth of Duncanville as rising champions of the community. As students pass by this public art on their way to school, they will be reminded of their own championhood, which can positively influence their academic

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performance and behavior.

In addition, this mural is projected to inspire, enrich, and empower the city of Duncanville. It will be esteemed by both citizens and tourists as a landmark that celebrates the spirit of the community and serves as a catalyst to support Duncanville's 2040 Comprehensive Plan, enhancing cultural arts and economic development throughout the city.

Project Start Date	Sunday, August 17, 2025
Project End Date	Sunday, August 31, 2025
Location(s)	1944 S Main St, Duncanville, TX 75137
Is this project open to the public?	No
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of "Beacons of Light: Where Champions Rise" is to uplift, inspire, and visually affirm the greatness within the City of Duncanville—particularly its youth—as rising champions of their community. This mural will serve as a symbolic and emotional landmark that reflects both the legacy and the future of Duncanville. It aims to promote community pride, encourage civic responsibility, and foster a deeper connection between residents and their shared environment.
Artistically, the vision is to create a bold, vibrant, and soulful composition painted directly on brick, blending realism with symbolic elements that reflect light, growth, and transformation. The youth depicted in the mural will be stylized as guiding "beacons," drawing light from the strength and history of the city, and projecting it forward into a bright future. Colors will be carefully chosen to evoke energy, hope, and unity, while the composition will include subtle nods to Duncanville's cultural, educational, and civic identity.
The artistic approach combines fine art, community storytelling, and dynamic urban design—bridging tradition with contemporary relevance. Ultimately, the mural is meant to stand as a source of pride, inspiration, and beauty for Duncanville, reinforcing the message that within this city, champions are nurtured, seen, and celebrated.

How will the project serve the Duncanville community and promote public access?

The purpose of "Beacons of Light: Where Champions Rise" is to uplift, inspire, and visually affirm the greatness within the City of Duncanville—particularly its youth—as rising champions of their community. This mural will serve as a symbolic and emotional landmark that reflects both the legacy and the future of Duncanville. It aims to promote community pride, encourage civic responsibility, and foster a deeper connection between residents and their shared environment.
Artistically, the vision is to create a bold, vibrant, and soulful composition painted directly on brick, blending realism with symbolic elements that represent light, growth, and transformation. The youth depicted in the mural will be stylized as guiding "beacons," drawing light from the strength and history of the city and projecting it forward into a bright future. Colors will be carefully chosen to evoke energy, hope, and unity, while the composition will include subtle nods to Duncanville's cultural, educational, and civic identity.
The artistic approach combines fine art, community storytelling, and dynamic urban design—bridging tradition with contemporary relevance. Ultimately, the mural is intended to stand as a source of pride, inspiration, and beauty for Duncanville, reinforcing the message that within this city, champions are nurtured, seen, and celebrated.

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How will your project promote tourism or economic development within Duncanville?

The Texaco gas station serves as a universal pit stop for both frequent tourists and residents of Duncanville—including students, working-class professionals, and the elderly—making the mural highly accessible to the public. This artwork is expected to become a major attraction in Duncanville, sparking a future cascade of public art projects, supporting both new and existing businesses, encouraging the development of public spaces, and contributing to high residential retention.
This project marks the beginning of progressive stages leading to the realization of Duncanville's 2040 Comprehensive Plan. The mural is anticipated to draw large volumes of tourists, serving as a catalyst for emerging artists to remain in or relocate to Duncanville—contributing to the city's cultural and economic growth. In turn, this creative momentum will invite investors to see the district as a valuable area for public development.
A strong reference point is Miami's Wynwood Walls—now a landmark attraction for both tourists and locals. It has become a catalyst for significant economic stimulation shared among new and existing businesses in the district. Similarly, this project in Duncanville has the potential to transform the area into an investor's dream and a hub for artistic and civic engagement.

List the individuals and organizations involved in planning or executing the project.

AJ Saleh – Property Owner
Kalen Y. McGuire – Lead of Project, Painter

Briefly describe your marketing plan.

Kalen McGuire of Kalen McGuire Media (KMM) will begin marketing the mural installation shortly after being confirmed as a grant recipient. A prompt campaign launch helps build immediate rapport between the taxpayers and the artist.
KMM will launch campaigns across the following platforms: Instagram, Facebook, LinkedIn, YouTube, TikTok, Dallas Observer, Snapchat, Pinterest, and Twitter.
The marketing campaign will focus on the following components:
1. The mural process, from draft design to paint application on the wall
2. Daylit public photography capturing community members engaging with the mural
3. Monologue voiceovers and B-roll footage explaining the creative process behind the work

KMM is confident that the mural installation campaign will build trust among Duncanville residents, increase community pride, and attract more tourism to the city.

How will you evaluate the success and impact of your project?

To evaluate the success and impact of the mural project, the following components will be included:
1. A QR code will be placed at the mid-left center of the mural, linking to a dedicated mural landing page on the City of Duncanville's website.
2. In addition to the mural landing page (QR Code 1), a second QR code will link to the artist's LinkedIn profile. Both QR codes will track impressions, providing measurable data to assess the impact and success of the mural installation for the City of Duncanville.

Section 6: Budget

Total Project Budget	$4053.78
Amount requested from the Duncanville Arts Commission/City Council	$3,000
Matching Funds (cash/in-kind)	$1,053.78

Section 7: Required Documents

Document Checklist	Completed application form

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Narrative responses (Section 5)

Detailed project budget (Section 6)

Proof of Duncanville residency or business operation

City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Property owner support letter (for Public Art Grant)

Portfolio or artistic samples (for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Kalen McGuire

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name AJ Saleh

Property Address 1944 S. Main St.
Duncanville, Tx, 75137

Property Owner Signature



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Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251810211118038
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 11:31 PM	Signed IP: 2600:6c56:7200:1bca:8827:ac54:

JotformSIGN | Document ID: 251808656732060

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	TaKiyah Wallace-McMillian
Mailing Address	1414 Crosspointe St Duncanville, Texas, 75137
Phone Number	(214) 302-9603
Email	info@somesweetphoto.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)
www.somesweetphoto.com

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Brown Girls Do Ballet Photo Project

Brief Project Summary (2-3 sentences)
The Brown Girls Do Ballet Photo Project is a visual storytelling series by photographer TaKiyah Wallace-McMillian that highlights the strength, grace, and identity of young dancers of color. Through portraits taken in Duncanville and surrounding neighborhoods, the project captures dancers in both traditional and nontraditional spaces—centering them in a narrative where they are celebrated, visible, and empowered. The resulting images will be exhibited publicly to promote community pride, cultural reflection, and expanded representation in the arts.

JotformSIGN | Document ID: 251808656732060

Project Start Date	Friday, August 1, 2025
Project End Date	Sunday, March 1, 2026

Location(s)

Dancers will be photographed in notable areas throughout Duncanville, including local studios, civic spaces, public art sites, and community events—capturing them in environments that reflect the city's culture, creativity, and everyday life.

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the BGDB Photo Project is to celebrate and document young dancers of color in Duncanville through a series of powerful, narrative portraits. As a photographer and founder of Brown Girls Do Ballet®, my goal is to capture these dancers in meaningful public and cultural spaces, showing them not only as artists, but as vital members of the community.

The artistic vision is rooted in representation, visibility, and storytelling. By photographing dancers in everyday and iconic locations throughout Duncanville, the project blends classical ballet with local identity, challenging traditional ideas of who belongs in ballet, and where. The resulting images will serve as both fine art and cultural commentary, sparking conversation, pride, and connection across generations.

How will the project serve the Duncanville community and promote public access?

The BGDB Photo Project will serve the Duncanville community by making art reflective of its youth, culture, and public spaces. By photographing local dancers in recognizable locations around the city, the project creates a visual archive that centers Duncanville's unique character and celebrates its next generation of artists.

The resulting images will be exhibited in accessible community locations such as libraries, civic buildings, and public events, ensuring residents of all ages can engage with the work. The project promotes public access not only through free viewing opportunities, but also by inviting local families and young dancers to see themselves represented in the arts, fostering a sense of belonging and cultural pride.

How will your project promote tourism or economic development within Duncanville?

The BGDB Photo Project will draw attention to Duncanville as a city that values the arts, youth empowerment, and cultural representation. By showcasing local dancers in vibrant public settings, the project invites visitors and residents alike to see Duncanville through a creative and inspiring lens.

Public exhibitions and artist talks will encourage foot traffic to community spaces like libraries, studios, and event venues. Additionally, the visibility of the project through social media, press, and partnerships will boost Duncanville's reputation as a hub for inclusive, community-driven arts, supporting local businesses and reinforcing the city's identity as a destination for creative expression.

List the individuals and organizations involved in planning or executing the project.

TaKiyah Wallace (Photographer, Founder of BGDB Photo Project)
Shirolyn Strong (Project Manager)

Briefly describe your marketing plan.

The marketing plan for the BGDB Photo Project includes a blend of digital and community-based outreach. We will promote the project through Brown Girls Do Ballet®'s established social media platforms, reaching

Jotform SIGN | Document ID: 251808656732060

a national audience while spotlighting Duncanville as the creative backdrop. Locally, we'll collaborate with The Journey Dance Center, city departments, and community partners to distribute flyers, posters, and email announcements.

Press releases will be shared with local media, and the project will be featured during community events and through artist talks or pop-ups. Marketing efforts will highlight both the dancers and the locations featured, encouraging residents and visitors to explore Duncanville through the lens of the project.

How will you evaluate the success and impact of your project?

The success of the BGDB Photo Project will be evaluated through community engagement, visibility, and storytelling impact. We will track attendance and feedback from public exhibitions and events, collect testimonials from participating dancers and families, and document media and social media reach.

Quantitative metrics such as audience numbers, online impressions, and press mentions will be combined with qualitative outcomes, like increased community pride, visibility of local youth, and expanded dialogue around representation in the arts. The ultimate measure of success will be how deeply the project resonates with Duncanville residents and how effectively it encourages broader participation in the city's cultural life.

Section 6: Budget

Total Project Budget	8,000
Amount requested from the Duncanville Arts Commission/City Council	3,000
Please attach a detailed budget	Photo Project - Sheet1.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)
- Portfolio or artistic samples (for individual artists)

Upload required documents

- prrof of residency.pdf
- ColorOfDance_txt_1P-spreads_lowresI….pdf

Jotform SIGN | Document ID: 251808656732060

2023-10-12_-_Vendor_Packet_-_TaKiyah.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name TaKiyah Wallace-McMillian

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251808656732060
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 09:54 PM	Signed IP: 2600:1702:5ef9:e010:2832:cd1b:

JotformSIGN | Document ID: 251618351065050

Duncanville ARTS Commission

Wednesday, June 11, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization) The Journey Dance Center

Project Lead (if different) Myatta Metzger

Mailing Address 219 S Cedar Ridge Dr
Duncanville, TX, 75116

Phone Number (214) 710-5277

Email journeydancecenter@gmail.com

How do you prefer to be contacted? Email

Website or Social Media (if applicable)
www.thejourneydancecenter.com, https://www.facebook.com/JDCDallas, @JDCDallas

Are you a first-time applicant? Yes

Section 2: Eligibility

Check all that apply: Business Entity

Do you live or operate a business/studio within Duncanville, TX city limits? Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one): Single Project Support Grant

Section 4: Project Information

Project/Event Title Dance Recital

Brief Project Summary (2-3 sentences)
Each year our studio has an annual recital. All of our dancers ages 2 years of to 18 years old perform dances on stage that they have been learning in our program. We teach ballet, tap, jazz, hip hop, lyrical and African dancing.

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Project Start Date Saturday, August 9, 2025

Project End Date Saturday, May 30, 2026

Location(s)

We are located at 219 S. Cedar Ridge Dr. Duncanville. In the past our shows have been held at the Dallas Children's Theatre. We are looking for a new location closer to our studio to hold next years event.

Is this project open to the public? Yes

Admission Fee (if any) 20

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

This year marks our 14th season, with a decade in the Duncanville community. Our upcoming recital isn't just a performance; it's a vibrant celebration of our journey, and a testament to 14 years of dedicated dance and artistic expression. We'll be showcasing the incredible talent of our students, highlighting their creativity, their ability to tell stories through movement, and the rich culture they embody on stage.

How will the project serve the Duncanville community and promote public access?

With our location being in Duncanville, a lot of our students are from Duncanville and the surrounding areas. Our performance will be open to the public for the community to attend and be able to celebrate the work of our young artist.

How will your project promote tourism or economic development within Duncanville?

We currently have 115 students enrolled in our program taking several classes through out the week. Since moving into our new location, we have received feedback for our neighboring businesses and they have express increased sales due to our clients. This project will do the same. Our recitals have drown crowds of 400-650 people this past Spring. To be able to bring our event to Duncanville will be beneficial for our students, their families and friends by making it more accessible.

List the individuals and organizations involved in planning or executing the project.

The Journey Dance Center

Briefly describe your marketing plan.

We will market our event on our website; www.thejourneydancecenter.com. We will also post on all of our social media accounts. We will send emails to our clients so they can distribute the event with family and friends. We will hang posters/flyers at our location and also at neighboring businesses.

How will you evaluate the success and impact of your project?

We will evaluate the success of the event by the number or attendees we have at the show.

Section 6: Budget

Total Project Budget 15,000

Amount requested from the Duncanville Arts Commission/City Council 10,000

Jotform SIGN | Document ID: 251618351065050

Please attach a detailed budget

Detailed Budget Journey Dance Cente… .pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Upload required documents

Lease v.5 - The Journey Dance Center ….pdf

Journey Dance Center- 2023-10-12 - V… .pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Myatta Metzger

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251618351065050
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 11, 2025 09:36 PM	Signed IP: 47.225.234.110

JotformSIGN | Document ID: 251805389235058

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	The Rotary Club Of Duncanville
Project Lead (if different)	Gianni LaBarba
Mailing Address	627 Mercury Dr Duncanville, Texas, 75137
Phone Number	(214) 926-4366
Email	gianni@3Lrealestate.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

www.duncanvillerotary.org

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit; Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Annual Arts Program Grants (nonprofits only)

Section 4: Project Information

Project/Event Title	Duncanville Paws & Paint

Brief Project Summary (2-3 sentences)

A dog-friendly outdoor art party featuring pet-themed activities, local artists, food vendors, and fundraising stations. At ROTARY PARK kicking off the new dog park and annual after that.

JotformSIGN | Document ID: 251805389235058

Project Start Date	Saturday, November 1, 2025
Project End Date	Saturday, November 1, 2025

Location(s)

Rotary Park (NOW) and New Dog Park (once constructed).

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

An annual event that celebrates dogs, art, and the community. Dogs get to create their own masterpiece by stamping their paw prints on canvas which becomes a special keepsake for the dog owners. Also, dogs and their owners can take photos at Rotary Park for an additional "art" aspect.

This would tie in the Community Engagement Board, Parks Board, Rotary Club of Duncanville, and Tri-Cities Animal Shelter for a fun community event.

+

How will the project serve the Duncanville community and promote public access?

This is a great way to let the community know about the new dog park and celebrate its opening. Going forward, this will be an annual event.

How will your project promote tourism or economic development within Duncanville?

Surrounding communities will be notified, via marketing, about the event and it should appeal to all of SW Dallas.

List the individuals and organizations involved in planning or executing the project.

Community Engagement Board, Parks Board, Rotary Club of Duncanville, Tri-Cities Animal Shelter

Briefly describe your marketing plan.

Social media posts and marketing through the City and Rotary Club websites.

How will you evaluate the success and impact of your project?

Attendance will be a great way to measure success. Also, we can measure the funds raised via the paw prints, photo sessions, and donations.

Section 6: Budget

Total Project Budget	10,000
Amount requested from the Duncanville Arts Commission/City Council	10,000
Matching Funds (cash/in-kind)	0

Section 7: Required Documents

JotformSIGN | Document ID: 251805389235058

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)
- IRS 501(c)(3) determination letter (if applicable)
- Property owner support letter (for Public Art Grant)
- Portfolio or artistic samples (for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Gianni LaBarba

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name City of Duncanville City of Duncanville

Property Address Rotary Park, 900 Venice Circle
Duncanville, TX, 75116

Property Owner Signature



Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251805389235058
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 12:57 PM	Signed IP: 18.88.0.238

JotformSIGN | Document ID: 251800965961059

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Duncanville Arts Commission
Project Lead (if different)	Ron Thompson
Mailing Address	203 E Wheatland Rd Duncanville, Texas, 75116
Phone Number	(469) 579-6118
Email	arts.ronthompson@gmail.com
How do you prefer to be contacted?	Call
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Duncanville Arts Commission
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Ellafair 2025

Brief Project Summary (2-3 sentences)

Ellafair is a two-day community arts event launched in 2024 by Duncanville residents Gale Sliger and Sue Clark to support the newly formed Duncanville Arts Commission through public awareness and grassroots fundraising. Organized in just four weeks, the inaugural event drew approximately 200 attendees and artists from across the region, raised $400 for the Duncanville Arts Fund, and received local media coverage—laying the foundation for an expanded 2025 event focused on visibility, revenue, and long-term opportunity for the city's creative community.

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Project Start Date	Friday, November 7, 2025
Project End Date	Saturday, November 8, 2025

Location(s)

D.L. Hopkins Jr. Senior Center
206 James Collins Blvd.
Duncanville, TX 75116

(Reservation confirmed.)

Is this project open to the public?	Yes
Admission Fee (if any)	$0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

Ellafair 2025 is a two-day community arts event designed to elevate Duncanville's creative community through exhibition, engagement, and economic opportunity. Originally created in 2024 by local residents Gale Sliger and Sue Clark, the event raised awareness for the newly formed Duncanville Arts Commission through grassroots participation and public support. Ellafair 2025 builds on that foundation while preserving its core purpose: connecting artists, audiences, and supporters through accessible, high-quality cultural experiences.

Held at the Hopkins Senior Center, the event includes an invitation-only Preview Night for collectors and sponsors, followed by a public exhibition day featuring artists with ties to Duncanville. The artistic vision centers on making creativity visible and accessible—lifting up local voices, connecting artists to audiences, and fostering a culture where art is both celebrated and economically viable.

New components for 2025 include a curated Speaker Roundtable and a youth mentorship program that offers high school students behind-the-scenes access to working artists and arts professionals.

Ellafair affirms that the arts belong to everyone. By providing a welcoming platform for artists and fostering public participation, connecting collectors and admirers, it supports new cultural infrastructure while encouraging tourism, economic growth, and civic pride. Funds raised benefit the Duncanville Arts Fund and help advance future arts initiatives.

Through exhibitions, dialogue, mentorship, and follow-up engagement, Ellafair 2025 seeks to embed the arts more deeply into the fabric of Duncanville's public life—and to position the city as a place where creativity is visible, valued, and supported.

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How will the project serve the Duncanville community and promote public access?

Ellafair 2025 serves the Duncanville community by providing free, public access to high-quality cultural experiences in a welcoming, intergenerational setting. It showcases local and regional artists—many with personal ties to Duncanville—creating visibility for creative talent and reinforcing community pride. By offering hands-on engagement, live demonstrations, a public art exhibition, and a youth mentorship program, Ellafair creates multiple entry points for residents to participate in the arts regardless of age, background, or experience.

Held in a centrally located public facility, the event is designed to be physically and financially accessible. It encourages community gathering, fosters cultural exchange, and stimulates the local economy by attracting visitors, supporting artists, and reinvesting in the Duncanville Arts Fund. In doing so, Ellafair promotes long-term public access to the arts and supports the broader goal of building a more vibrant and inclusive cultural landscape for Duncanville.

How will your project promote tourism or economic development within Duncanville?

Ellafair 2025 promotes tourism and economic development by attracting visitors to Duncanville for a two-day cultural event that highlights the city's creative assets. The event features a VIP Preview Night for collectors and sponsors, followed by a public exhibition showcasing regional artists, performers, and makers—many with direct ties to Duncanville. This draws both local and out-of-town attendees, increasing foot traffic to nearby businesses and generating hotel stays through targeted tourism packages.

The event supports the local creative economy by providing direct sales opportunities for artists, commissioning services from vendors, and offering a platform for cultural entrepreneurship. By reinvesting proceeds into the Duncanville Arts Fund and promoting Duncanville as a creative destination, Ellafair strengthens the city's brand identity, stimulates spending, and lays the groundwork for ongoing arts-led economic activity.

List the individuals and organizations involved in planning or executing the project.

Ron Thompson
Gale Sliger
Sue Clark

~12 participating artists

Briefly describe your marketing plan.

The marketing plan for Ellafair 2025 combines grassroots outreach with regional visibility, leveraging the personal networks of organizers, artists, and cultural stakeholders to maximize impact. Printed flyers, posters, and banners will be placed in high-traffic areas throughout Duncanville and surrounding cities. A coordinated email campaign and active social media presence will feature artist spotlights, event updates, and behind-the-scenes content to generate local buzz and sustained interest.

Organizers Gale Sliger and Sue Clark—lifelong Duncanville residents—will engage their extensive community networks to build awareness. Participating artists, many with local ties and others traveling in from across North Texas, Oklahoma, and Arkansas, will promote the event through their own channels, broadening Ellafair's geographic reach.

Printed invitations will be mailed to art buyers, gallery owners, and community leaders for the invitation-only Preview Night. Custom sponsor packages—including VIP access, hospitality perks, and visibility opportunities—will be shared with local businesses, civic partners, and regional foundations.

Ellafair's curated Roundtable participants, which include cultural leaders and policymakers, will be encouraged to promote the event through their institutional and professional networks. These connections—combined with the promotional efforts of participating artists and out-of-town guests—are expected to generate tourism, media coverage, and post-event visibility for Duncanville's growing arts community.

Overall, the campaign will emphasize Ellafair's strong local roots, its inclusive and high-quality programming, and its role in positioning Duncanville as a destination for arts, culture, and creative exchange.

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Press from Ellafair 2024:
https://www.focusdailynews.com/ellafair-celebrates-art-legacy-female-creativity-in-duncanville/

How will you evaluate the success and impact of your project?

Ellafair 2025 will be evaluated using a combination of quantitative metrics and qualitative feedback to assess its success and impact. Key performance indicators will include total attendance (tracked across both event days), number of participating artists and vendors, volume of art sales, sponsor engagement, and funds raised for the Duncanville Arts Fund.

Surveys will be distributed to attendees, artists, and sponsors to gather feedback on event quality, accessibility, and perceived community value. Specific attention will be paid to the success of new components such as the youth mentorship program and Speaker Roundtable, with follow-up interviews and testimonials used to assess educational and professional impact.

We will also track media coverage, social media engagement, and geographic reach—particularly noting out-of-town visitors and artist connections—to gauge tourism and economic development outcomes. Lessons learned will inform future iterations of the event and help shape long-term strategies for arts engagement and infrastructure in Duncanville.

Section 6: Budget

Total Project Budget	$16,550
Amount requested from the Duncanville Arts Commission/City Council	$4,950
Matching Funds (cash/in-kind)	$11,600
Please attach a detailed budget	Ellafair AC grant app.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Ron Thompson

JotformSIGN Document ID: 251800965961059

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251800965961059
DOCUMENT PAGES	5
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 01:40 AM	Signed IP: 2603:8080:6a00:3240:74d6:fb31:

JotformSIGN | Document ID: 251808859303059

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Brown Girls Do Inc/Brown Girls Do Ballet
Mailing Address	1714 Green Tree Lane Duncanville, Texas, 75137
Phone Number	(469) 493-6841
Email	info@browngirlsdoballet.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

www.browngirlsdoballet.com
https://www.instagram.com/browngirlsdoballet
https://www.facebook.com/BrownGirlsDoBallet
https://www.linkedin.com/company/brown-girls-do-ballet/
https://www.tiktok.com/@browngirlsdo

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Annual Arts Program Grants (nonprofits only)

Section 4: Project Information

Project/Event Title	Empowerment Through Ballet

Brief Project Summary (2-3 sentences)

Brown Girls Do Ballet® is expanding its "Empowerment Through Ballet" community class program to Duncanville, Texas, to serve at-risk youth ages 4–12 with free ballet training. This initiative uses dance as

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a tool to foster physical fitness, emotional resilience, and positive mentorship in underserved communities. Through accessible, high-quality instruction and community support, the program helps young participants build confidence, discipline, and a sense of belonging.

Project Start Date	Saturday, October 4, 2025
Project End Date	Saturday, December 20, 2025

Location(s)

The Journey Dance Center
219 S Cedar Ridge Dr, Duncanville, TX 75116

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the proposed project is to expand Brown Girls Do Ballet®'s free community class program, "Empowerment Through Ballet," into Duncanville, Texas, providing at-risk youth with access to high-quality ballet instruction in a supportive and culturally affirming environment. Our goal is to use ballet as both an art form and a tool for transformation, building discipline, confidence, and emotional resilience in participants who may not otherwise have access to arts education.

The artistic vision centers on inclusivity and representation. We aim to challenge outdated norms in classical ballet by creating welcoming spaces where young dancers of all colors can see themselves reflected in their teachers and peers. While rooted in foundational ballet technique, the program also nurtures creativity, self-expression, and joy, reinforcing the belief that the arts belong to everyone, regardless of background or income.

How will the project serve the Duncanville community and promote public access?

The "Empowerment Through Ballet" project will serve the Duncanville community by offering free, weekly ballet classes to local youth ages 4–12, eliminating common barriers such as cost, transportation, and lack of representation. In partnership with The Journey Dance Center, classes will be held at an accessible location within the community, and we will collaborate with local schools and social service organizations to identify and recruit participants.

By bringing high-quality, inclusive arts programming directly to Duncanville and partnering with a trusted local studio, we are promoting public access to ballet for families who may have never seen themselves reflected in traditional dance spaces. The project will culminate in a free public showcase, celebrating the students' progress and creating a shared moment of pride for the entire community.

How will your project promote tourism or economic development within Duncanville?

By partnering with The Journey Dance Center and offering free public ballet programming, our project will help position Duncanville as a community that values accessible arts and cultural experiences. The culminating showcase will attract families, educators, and arts supporters from surrounding cities, generating increased foot traffic to local businesses, restaurants, and service providers.

Additionally, the project creates economic opportunity through paid roles for teaching artists, youth assistants, and event vendors. As our presence grows in Duncanville, we anticipate hosting additional pop-up events and collaborative performances that draw regional attention and help establish the city as a destination for inclusive, community-centered arts programming.

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List the individuals and organizations involved in planning or executing the project.

TaKiyah Wallace-McMillian (Executive Director-Brown Girls Do Inc)
Myatta Metzger (Owner-The Journey Dance Center)
Shirolyn Strong (Project Manager-Brown Girls Do Inc)

Briefly describe your marketing plan.

Our marketing plan includes a multi-channel approach to reach families in Duncanville and the surrounding areas. We will promote the program through social media campaigns, targeted email outreach, and digital flyers shared by The Journey Dance Center, local schools, and community partners. Printed materials will also be distributed at libraries, churches, and neighborhood events.

We'll feature participant stories and behind-the-scenes content on our social platforms to generate interest and build momentum. Press releases will be sent to local media outlets, and the culminating showcase will be promoted as a free community event to encourage broader attendance and visibility.

How will you evaluate the success and impact of your project?

We will evaluate the success of the project using both quantitative and qualitative measures. Attendance will be tracked at each class to monitor consistency and engagement, while pre- and post-program surveys will be administered to participants and families to assess changes in confidence, physical activity levels, and overall satisfaction.

Instructors will document progress in dance skills, and we will collect testimonials from students, parents, and community partners. The culminating showcase will serve as a public measure of achievement and community engagement. Long-term impact will be evaluated by tracking continued participation in local dance programming, use of provided resources, and referrals to our partner studio, The Journey Dance Center, for ongoing arts education.

Section 6: Budget

Total Project Budget	10,200
Amount requested from the Duncanville Arts Commission/City Council	5,000
Matching Funds (cash/in-kind)	5,000
Please attach a detailed budget	Duncanville Expansion - Sheet1.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

JotformSIGN | Document ID: 251808859303059

IRS 501(c)(3) determination letter (if applicable)

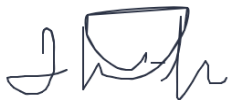
Upload required documents

- prrof of residency.pdf
- 2023-10-12_-_Vendor_Packet_-_FILLA... .pdf
- DeterminationLetter.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name TaKiyah Wallace-McMillian

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

JotformSIGN | Document ID: 251731378550054

Monday, June 23, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Candice Rigdon Johnson
Mailing Address	246 Larry Drive Duncanville, TX, 75137
Phone Number	(469) 508-6695
Email	ordered.steps@yahoo.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)
Candice Ordered Steps Johnson

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Fixin His Plate - Stageplay

Brief Project Summary (2-3 sentences)
"Fixin' His Plate" is a heartwarming, family-friendly stage play that blends music, dancing, drama, and comedy to tell the story of a holiday gathering turned upside down—after one woman fixes the wrong man's dinner plate. Rooted in themes of love, tradition, and chaos, the 90-minute production offers a rich theatrical experience for all ages. With local talent both onstage and behind the scenes, the project will serve as a cultural celebration for the Duncanville community, bringing neighbors together through shared storytelling and joyful connection.

JotformSIGN | Document ID: 251731378550054

Project Start Date	Saturday, October 18, 2025
Project End Date	Saturday, October 18, 2025
Location(s)	Bob Knight Fieldhouse
Is this project open to the public?	Yes
Admission Fee (if any)	$15

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

"Fixin' His Plate" is a vibrant, family-friendly stage play that blends humor, music, dance, and heartfelt drama to explore what happens when tradition collides with chaos—especially when one woman mistakenly fixes the wrong man's plate at a holiday gathering. Set in a single evening, this 90-minute performance will highlight the tension, tenderness, and comedy that unfolds when generations come together with old grudges, new secrets, and a whole lot of side dishes.

The artistic vision of "Fixin' His Plate" is rooted in cultural authenticity, celebrating the nuances of community and family with a dynamic blend of theatrical storytelling and live performance. With lively choreography and original music, the production will reflect the emotional rhythms of a shared meal turned upside down—moving from soulful to slapstick, reflective to raucous.

The purpose is to entertain while prompting reflection on love, forgiveness, identity, and the unspoken expectations often placed on women in family settings. The play will be accessible to all ages and designed to bring the community together through laughter, conversation, and connection. Ultimately, "Fixin' His Plate" aims to nourish not only the audience's funny bone but also their hearts—reminding us all that even in moments of chaos, there is beauty, growth, and grace.

How will the project serve the Duncanville community and promote public access?

"Fixin' His Plate" is designed as a joyful, inclusive event that brings Duncanville residents together through the universal language of storytelling. By centering a relatable family gathering with humor, heart, and music, the play invites audiences of all ages and backgrounds to see themselves on stage—creating a shared experience that fosters empathy, laughter, and connection.

The performance will be offered at an accessible venue within the city, with affordable admission to ensure that cost is never a barrier. We plan to prioritize outreach to local schools, senior centers, and neighborhood organizations, encouraging multigenerational attendance and participation. The creative team will also include local artists, actors, and volunteers, providing opportunities for residents to be directly involved both on and off stage.

To deepen engagement, we will host a post-show guided community dialogue about the themes of family, forgiveness, and the roles we play at home and in society. This experience will extend the impact of the play beyond entertainment, cultivating meaningful dialogue and local pride.

At its core, "Fixin' His Plate" is a celebration of Duncanville's vibrant spirit and diverse stories. It offers a chance for neighbors to come together—not just to watch a show, but to laugh, reflect, and connect. That's what true community arts programming should do—and that's exactly what this project aims to deliver.

How will your project promote tourism or economic development within Duncanville?

"Fixin' His Plate" will serve as a dynamic cultural event that draws residents and visitors from surrounding areas, positioning Duncanville as a hub for original, community-centered theater. Centered around a family-friendly, music-filled story, the play offers an accessible entertainment option that highlights the city's creative spirit and hospitality.

To promote local economic growth, we plan to actively collaborate with small businesses across Duncanville. Local restaurants and bakeries will be invited to offer themed menu items or "pre-show specials" to encourage dining out before performances. Boutiques and vendors may participate in pop-up

Jotform SIGN | Document ID: 251731378550054

tables or receive promotional shout-outs in programs and marketing materials. These partnerships will increase visibility and revenue for local entrepreneurs while enriching the event atmosphere.
We also aim to work with Duncanville-based print shops, costume vendors, and independent artists for materials, design, and performance support—ensuring the project reinvests in the local creative economy. Sponsorship opportunities will be offered to businesses seeking community exposure, and local students or volunteers may gain hands-on experience through behind-the-scenes roles.
With strategic promotion via social media, city newsletters, and word of mouth, "Fixin' His Plate" will not only invite audiences into the story—it will invite them into Duncanville itself. Through this effort, we hope to boost foot traffic, build pride, and spark ongoing support for the arts and small business growth within our city.

List the individuals and organizations involved in planning or executing the project.

Cedrick & Candice Johnson

Briefly describe your marketing plan.

Our marketing plan for "Fixin' His Plate" will focus on community engagement, digital reach, and cross-promotion with local businesses and organizations. The goal is to create buzz, boost attendance, and ensure that Duncanville residents see this play as a must-attend event.
We will develop a strong social media campaign across Facebook, Instagram, and community groups, using teaser videos, rehearsal clips, behind-the-scenes photos, and artist interviews to build excitement. Paid ads will be targeted to Duncanville and surrounding areas to increase visibility. A custom event hashtag will allow attendees and cast members to share their experience and help amplify the event online.
Print marketing will include posters, flyers, and postcards distributed to local libraries, churches (in a neutral, non-religious context), coffee shops, salons, community centers, and schools. We also plan to connect with city newsletters, local media outlets, and event calendars to secure coverage and listings.
To deepen local engagement, we will partner with small businesses to share flyers and offer cross-promotions (e.g., show your ticket for a discount). Additionally, we will engage schools and senior centers through direct outreach, offering group seating.
Finally, our cast and crew will serve as grassroots ambassadors—spreading the word in their neighborhoods, workplaces, and social circles. This mix of traditional and digital marketing ensures that "Fixin' His Plate" reaches a diverse audience and feels like a true community event.

How will you evaluate the success and impact of your project?

We will evaluate the success of "Fixin' His Plate" through a combination of quantitative data and qualitative feedback to ensure we're capturing both reach and resonance.
Attendance numbers will be tracked to assess overall turnout, with special attention to group participation from seniors, students, and families. We'll also measure engagement across social media platforms—including shares, comments, and event RSVPs—to gauge community buzz and digital reach.
To capture the impact beyond numbers, we will distribute brief audience surveys after each performance—both in print and digitally—asking questions about enjoyment, relatability, emotional takeaway, and suggestions for future programming. Comment boxes at the venue will allow for anonymous feedback, while a post-show community conversation will offer a space for real-time dialogue and reflection.
We'll also debrief with our cast, crew, and partners to gather insights about the process, community engagement, and lessons learned. These conversations will help shape future productions and deepen our connection to the community.
Finally, we will evaluate success based on how well the production met its core goals: creating a welcoming space for families, elevating local talent, sparking conversation, and uplifting the Duncanville community through shared storytelling. If there is strong interest and support, we hope to restage the production or tour it locally, expanding its reach to nearby schools, churches (non-religious settings), and arts events throughout the region.

Section 6: Budget

Total Project Budget	$7,500
Amount requested from the Duncanville Arts Commission/City Council	$3,000

JotformSIGN | Document ID: 251731378550054

Matching Funds (cash/in-kind) $4,500

Please attach a detailed budget

DOCX Fixin His Plate - Sample Budget.docx

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Upload required documents

PDF JOHNSON - Vendor Packet.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Candice Rigdon Johnson

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Duncanville Arts Commission

Arts Grant Application – Fiscal Year 2024-2025

Submit completed applications to: arts@duncanvilletx.gov

SECTION 1: GENERAL INFORMATION

Applicant Name (Individual or Organization): K. Rochelle Enterprises, LLC

Project Lead (if different): _____

Mailing Address: 332 Fouts Avenue

City: Duncanville State: TX Zip: 75137

Phone Number: 469-818-2472

Email Address: DrK-TTFT@FedoraOnTilt.com

Website or Social Media (if applicable): www.FedoraOnTilt.com

_____

Are you a first-time applicant? ■ Yes ☐ No

Have you received funding from the Duncanville Arts Commission in the past fiscal year (October 1 to September 30)? ☐ Yes ■ No

SECTION 2: ELIGIBILITY

Check all that apply:

☐ Individual Artist
☐ 501(c)(3) Nonprofit
■ Business Entity
☐ City Department
☐ Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville city limits? ■ Yes ☐ No

SECTION 3: GRANT TYPE

Select the grant category for which you are applying (select one):

☐ Annual Arts Program Grant (nonprofits only)
■ Project Outreach Grant
☐ Public Art Grant

SECTION 4: PROJECT INFORMATION

Project/Event Title: Laughter Is Good Medicine

Brief Project Summary (2–3 sentences):
Laughter Is Good Medicine is a clean comedy event featuring 8 local semi-professional and/or professional comics, each having 12 - 15 minutes to perform. Comics are given a strict definition of clean, i.e. no profane words, no vulgar stories and no obscene innuendos. The comedy is targeted towards anyone 12 years or older.

Project Start Date: 09-06-2025

Project End Date: 09-06-2025

Location(s): Poe-Hobden Amphitheater

Is this project open to the public? ■ Yes ☐ No

Admission Fee (if any): $0.00

SECTION 5: NARRATIVE

Please answer the following questions in no more than 250 words each.

1. Describe the purpose and artistic vision of the proposed project.

   To present a open to the public, family friendly night of clean comedy. The night will feature 8 local semi-professional/professional comics, each having 12 to 15 minutes of stage time, one host or MC and DJ. The event would last approximately 2.5 to 3 hours. Also, food truck vendors available for food and drink (non-alcoholic) purchases.

2. How will the project serve the Duncanville community and promote public access?

   The project would serve the Duncanville community by providing an opportunity for neighbors to share a night of good clean laughter. It would promote local performing artists and assist in building the brand of a new Duncanville business, K. Rochelle Enterprises, LLC.

3. How will your project promote tourism or economic development within Duncanville?

   As it is an outdoor event, residents of other cities and towns are welcome to attend and will. The performers have their own fan-bases and will attract attendees from surrounding cities and towns. There is a need for comedy as people desire to laugh, however the vulgarity of many of today's popular comics has become untenable for untold numbers of individuals.

4. List the individuals and organizations involved in planning or executing the project.

   K. Rochelle Enterprises, LLC

5. Briefly describe your marketing plan.

   Social Media Posts
   Flyers
   Post Cards
   Inclusion in the City of Duncanville Newsletter
   Ad in the Best of the Southwest Magazine
   Ad on the Duncanville Chamber of Commerce Billboard

6. How will you evaluate the success and impact of your project?

   Number in attendance
   Ask attendees to scan a QR code that will allow them to complete an evaluation questionnaire.

SECTION 6: BUDGET

Total Project Budget: $3,000

Amount Requested from Duncanville Arts Commission/City Council: $3,000

Matching Funds (cash/in-kind): $625

Please attach a detailed budget.

SECTION 7: REQUIRED DOCUMENTS

- ■ Completed application form
- ■ Narrative responses (Section 5)
- ■ Detailed project budget
- ■ Proof of Duncanville residency or business operation
- ■ City of Duncanville New Vendor Packet
- ☐ IRS 501(c)(3) determination letter (if applicable)
- ☐ Property owner support letter (for Public Art Grant)
- ☐ Portfolio or artistic samples (for individual artists)

SECTION 8: ACKNOWLEDGMENTS

By signing below, I affirm that all information provided is accurate and complete.

Signature: Kasundra R. Brown Date: 06-30-2025

Printed Name: Kasundra Brown for K. Rochelle Enterprises, LLC

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name: _____

Property Address: _____

Signature of Property Owner: _____ Date: _____

Email the completed application and additional documentation to art@duncanvilletx.gov.

JotformSIGN | Document ID: 251806128050045

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	First Christian Church of Duncanville
Project Lead (if different)	Deborah Faulkner
Mailing Address	203 S Main Street Duncanville, TX, 75116
Phone Number	(214) 284-7855
Email	defaulkner@sbcglobal.net
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

website: fccduncanville.org, Facebook: First Christian Church of Duncanville

Are you a first-time applicant?	No

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Master's Voice Christmas Concert

Brief Project Summary (2-3 sentences)

Special Christmas musical event shared with the community at no cost to their benefit and to benefit the Duncanville Outreach Community with non-perishable food item collected.

Project Start Date	Monday, December 8, 2025

JotformSIGN | Document ID: 251806128050045

Project End Date: Monday, December 8, 2025

Location(s)

First Christian Church, 203 S. Main Street Duncanville

Is this project open to the public? Yes

Admission Fee (if any): $0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

Nationally recognized singing group from Tulsa OK providing joyous Christmas Holiday concert open to the community.

How will the project serve the Duncanville community and promote public access?

The Concert will be open to the public at the beginning of the Holiday season while collecting non-perishable food items to be donated to the Duncanville Outreach Ministries.

How will your project promote tourism or economic development within Duncanville?

Master's Voice is a well known and nationally followed group with a following that follows and travels to concert locations where the group performs.

List the individuals and organizations involved in planning or executing the project.

First Christian Church of Duncanville lead by Deborah Faulkner, Worship Chair coordinating the event.

Briefly describe your marketing plan.

We will promote on Social Media and Master's Voice will also promote on their website and Facebook. We will also publish flyers to be distributed.

How will you evaluate the success and impact of your project?

We will gauge the impact by the turnout, the joy & laughter spread and the amount of food products collected for DOM.

Section 6: Budget

Total Project Budget: $3000.00

Amount requested from the Duncanville Arts Commission/City Council: $3000.00

Matching Funds (cash/in-kind): $0

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)

JotformSIGN | Document ID: 251806128050045

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Deborah Faulkner

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name First Christian Church of Duncanville

Property Address 203 S. Main Street
Duncanville, TX, 75116

Property Owner Signature



JotformSIGN | Document ID: 251808893945069

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Village Tech Schools
Project Lead (if different)	James Cahalan
Mailing Address	402 W Danieldale Rd Duncanville, TX, 75137
Phone Number	(469) 454-4444
Email	dwulff@villagetechschools.org
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

www.villagetechschools.org
https://www.facebook.com/VillageTechSchools

Are you a first-time applicant?	No

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit; Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Mentor Moments

Brief Project Summary (2-3 sentences)

Village Tech Schools would like to host seniors and individuals within the Duncanville community to participate in an opportunity called Mentor Moments. VT students can share their art knowledge and collaboratively work with seniors and individuals with mobility impairments to create an art piece together.

JotformSIGN | Document ID: 251808893945069

The art piece or pieces could then be displayed in public spaces in Duncanville, such as the Community Garden or City Hall.

Project Start Date	Monday, September 1, 2025
Project End Date	Friday, May 15, 2026

Location(s)

We would utilize the Village Tech Schools Art Room and FORGE spaces.

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The project is designed to provide an opportunity for relationship and mentorship to develop between generations. We would hope that each student working with their Duncanville resident would learn empathy from that resident's life, and the Duncanville resident would benefit by creating an art piece with the student. The school is agreeing to create a "third space", provide supplies, and project materials. From this we are hoping the students would learn a pride in their workmanship and their city as they teach an art skill they have learned.

How will the project serve the Duncanville community and promote public access?

The parents of the students involved will visit the locations hosting the art installation. Our school is a charter school, which means these are potentially non-Duncanville residents bringing more non-Duncanville residents (family members) to the pubic locations to view the installation. If a public location that is not well-known outside of the Duncanville community, then the art installation will also serve to drive awareness.

How will your project promote tourism or economic development within Duncanville?

Again, the 100 students participating have immediate and extended family who would attend a final exhibition of the art at any public location in Duncanville that houses the mosaic art. As well as any family members of the Duncanville residents who participate. This brings at least 100 families from surrounding cities into Ducanville for a culminating event.

List the individuals and organizations involved in planning or executing the project.

The Village Tech Schools FORGE team would be in charge of the event. We would like to work with the DL Hopkins Jr Senior Community Center as a community partner, offering another opportunity to Duncanville seniors and for transportation for seniors to Village Tech Schools during the project.

Briefly describe your marketing plan.

At Village Tech Schools, we use our large platform on Facebook and Instagram, our website, and distributed fliers to get information out into the community.

How will you evaluate the success and impact of your project?

We would consider the project successful if the outcome was an exhibition of at least 25 art pieces or a large collaborative mosaic was able to be installed in a public space in Duncanville, commemorating the shared learning and mentorship that took place during the project. At Village Tech Schools, learning ends with community sharing. This exhibition would be a pubic event held to share about the journey taken during the project.

Jotform SIGN | Document ID: 251808893945069

Section 6: Budget

Total Project Budget	4,757.00
Amount requested from the Duncanville Arts Commission/City Council	4,757.00
Please attach a detailed budget	Mosaic_Project_Budget_Dallas.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Upload required documents

- W-9 Form for Village Tech (1).pdf
- 2023-10-12 - Vendor Packet - FILLABLE.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name: Dawn Wulff

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251808893945069
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 10:41 PM	Signed IP: 2603:8080:5e01:201b:bddb:9bac:

Duncanville Arts Commission

Arts Grant Application – Fiscal Year 2024-2025

Submit completed applications to: arts@duncanvilletx.gov

SECTION 1: GENERAL INFORMATION

Applicant Name (Individual or Organization): Gerald Wise

Project Lead (if different): _____

Mailing Address: 1706 Green Tree Ln

City: Duncanville State: TX Zip: 75137

Phone Number: (214)384-9927

Email Address: Geraldlwise@sbcglovbal.net

Website or Social Media (if applicable): N/A

Are you a first-time applicant? ■ Yes ☐ No

Have you received funding from the Duncanville Arts Commission in the past fiscal year (October 1 to September 30)? ☐ Yes ■ No

SECTION 2: ELIGIBILITY

Check all that apply:

■ Individual Artist
☐ 501(c)(3) Nonprofit
☐ Business Entity
☐ City Department
☐ Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville city limits? ■ Yes ☐ No

SECTION 3: GRANT TYPE

Select the grant category for which you are applying (select one):

☐ Annual Arts Program Grant (nonprofits only)
■ Project Outreach Grant
☐ Public Art Grant

SECTION 4: PROJECT INFORMATION

Project/Event Title: Musical performance

Brief Project Summary (2–3 sentences):

The band is a jazz band that performs popular jazz standards and songs from the Great American Song Book. Band members are made up of two of Duncanville's own plus other professional musicians from the Dallas area.

Project Start Date: Sept 1, 2025

Project End Date: Oct 5, 2025

Location(s): The D.L. Hopkins Senior Center, Duncanville

Is this project open to the public? ■ Yes ☐ No

Admission Fee (if any): Free

SECTION 5: NARRATIVE

Please answer the following questions in no more than 250 words each.

1. Describe the purpose and artistic vision of the proposed project.

   To facilitate music venues that give local musicians additional platforms to perform.
   To have afternoon or early evening events that are family oriented.

2. How will the project serve the Duncanville community and promote public access?

   Music serves as vital components of cultural expression. Many younger generations have little to no exposure to the traditional American art form of Jazz and at the same time many of the older generations lack the opportunity to hear and enjoy this music in a family friendly environment.

3. How will your project promote tourism or economic development within Duncanville?

   Community engagement between the band and audience will foster a greater appreciation for the arts and strengthen local bonds through audience participating with the band through singing.

4. List the individuals and organizations involved in planning or executing the project.

   Gerald Wise

5. Briefly describe your marketing plan.

   The Jazz audience consist of young adults (quite often they have had some experience playing music) and older adults who have grown up around it. The audience who follows local jazz bands and jazz music depend greatly on verbal communication. Also, websites that report on local musical events such as www.labyrinthwalkcoffeehouse.com.

6. How will you evaluate the success and impact of your project?

   The success of our performance will be evaluated by audience response and their interactive communications with the band.

SECTION 6: BUDGET

Total Project Budget: $1,185.00

Amount Requested from Duncanville Arts Commission/City Council: $1,185.00

Matching Funds (cash/in-kind): $0

Please attach a detailed budget.

SECTION 7: REQUIRED DOCUMENTS

- ■ Completed application form
- ■ Narrative responses (Section 5)
- ■ Detailed project budget
- ■ Proof of Duncanville residency or business operation
- ☐ City of Duncanville New Vendor Packet
- ☐ IRS 501(c)(3) determination letter (if applicable)
- ☐ Property owner support letter (for Public Art Grant)
- ■ Portfolio or artistic samples (for individual artists)

SECTION 8: ACKNOWLEDGMENTS

By signing below, I affirm that all information provided is accurate and complete.

Signature: _____ Date: June 17, 2025

Printed Name: Gerald Wise

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name: N/A

Property Address: _____

Signature of Property Owner: _____ Date: _____

Email the completed application and additional documentation to art@duncanvilletx.gov.

Painting in the Park

Project Grant Proposal

Downtown Gallery & Museum of Art

Brief Project Summary

Painting in the Park is a vibrant outdoor experience where guests can relax and unleash their creativity while painting and sipping in a beautiful park setting. The event features live music, creating a laid-back, artistic atmosphere perfect for connecting with others and enjoying nature.

Project Start Date Fall: 2025

Project End Date Fall: 2025

Location(s) Lakeside Park in Duncanville under and around the large pavillion.

Is this project open to the public: yes

- Section 5: Narrative

Describe the purpose and artistic vision of the proposed project. *

How will the project serve the Duncanville community and promote public access?*

This project will enrich the Duncanville community by offering accessible, engaging, and culturally relevant experiences through art, music, and community gatherings. Events like Painting in the Park and exhibits at the Downtown Gallery and Museum of Art provide creative outlets that bring people together across generations and backgrounds. We ensure that everyone—regardless of income—has the opportunity to participate in the arts. These events promote wellness, social connection, and local pride while activating public spaces and encouraging positive use of parks and the downtown area. vendors, and performers are also given a platform to showcase their talents, boosting visibility and supporting small businesses. Ultimately, this project not only fosters creativity and connection but also helps build a more vibrant, inclusive, and culturally rich Duncanville for all residents.

How will your project promote tourism or economic development within Duncanville?*

The Painting in the Park project will promote tourism and economic development in Duncanville by drawing visitors from surrounding areas to enjoy a unique blend of art, music, and culture in a vibrant outdoor setting. By hosting these events in public spaces, we activate underused areas and highlight Duncanville as a destination for creative and family-friendly experiences. The presence of local artist, food vendors, and small businesses creates opportunities for commerce, while increasing foot traffic to nearby shops, restaurants, and attractions.

Additionally, the project enhances the city's reputation as a cultural hub, encouraging repeat visits, overnight stays, and word-of-mouth promotion that supports long-term economic growth.

List the individuals and organizations involved in planning or executing the project.

The Painting in the Park project is a collaborative effort involving a range of individuals and organizations dedicated to creating an engaging, family-friendly community event. Key contributors include the Project Coordinator, Artist Liaison, Volunteer Lead, and Marketing & Communications Manager, all working together to plan and execute the event. The City of Duncanville and the Duncanville Parks & Recreation Department are instrumental in providing support, space, and necessary permits.

Live entertainment will feature renowned saxophonist whose performance will elevate the atmosphere and draw diverse audiences. Local artists will lead painting stations and showcase their work, while student volunteers and educators from area schools assist in setup and interactive activities.

Community partners such as the Duncanville Chamber of Commerce, Friends of Duncanville Parks, and local businesses will help support the event through sponsorships and vendor participation. Food trucks, vendors, and musicians will create a lively and welcoming environment, encouraging community interaction and economic activity.

This collective effort ensures Painting in the Park is not only a celebration of the arts but also a platform for economic growth and cultural connection within Duncanville.

Briefly describe your marketing plan.*

The marketing plan for Painting in the Park centers on community engagement, visibility, and strategic partnerships to attract local residents and visitors to Duncanville. We will utilize social media platforms—Facebook, Instagram, and TikTok—to share event teasers, behind-the-scenes content, and spotlights on featured artists, vendors, and live performer Christopher "Sax" Mitchell.

An Eventbrite page will be created for easy registration and ticketing, allowing us to track interest, send updates, and collect attendee information for future outreach. Flyers and posters will be distributed at community hubs such as libraries, schools, local businesses, and recreation centers.

We'll partner with the Duncanville Chamber of Commerce, Duncanville Arts Commission, Duncanville City Council, and local sponsors to expand promotion through email newsletters, digital community boards, and in-store displays. The City of Duncanville and the Parks & Recreation Department will also share event details through their official communication channels.

Additionally, we'll submit press releases to local media and list the event on community calendars. Targeted digital ads and cross-promotion with local influencers will help attract attendees from surrounding areas.

This multi-channel strategy is designed to build anticipation, increase participation, and highlight Duncanville as a hub for art, music, and culture.

How will you evaluate the success and impact of your project?*

We will evaluate the success and impact of Painting in the Park – Duncanville at Lakeside through a combination of participant feedback, community engagement, and measurable outcomes. Success will be measured by attendance numbers, participant satisfaction surveys, and social media engagement. We will also track the number of local vendors and artists who participate, as well as community partnerships formed, such as with the Dankovo Arts Commission and the City Council. Additionally, visual documentation (photos/videos) and media coverage will help assess the reach and cultural impact. The ultimate indicator of success will be increased community connection, artistic expression, and requests for future events.

Project Title

Rhythms of Culture: A Celebration Through Music and Voice

Brief Project Summary

Rhythms of Culture is a live performing arts event featuring music, spoken word, and cultural storytelling led by Kaylyn Hayes, a rising voice in contemporary performance. This unique event will highlight the power of sound, rhythm, and identity while offering an inspiring experience that's open to the public at the Duncanville Amphitheatre.

Describe the purpose and artistic vision of the proposed project.

The purpose of Rhythms of Culture is to create an immersive and meaningful artistic experience that celebrates cultural expression, resilience, and connection. The artistic vision is rooted in the fusion of music, poetry, and narrative, expressed through the dynamic performance of Kaylyn Hayes. The show will center on abstract musical arrangements and original spoken word pieces designed to uplift and unify the audience through shared cultural touchpoints. This project is about honoring community stories, promoting artistic excellence, and creating a vibrant, reflective experience for all who attend.

How will the project serve the Duncanville community and promote public access?

The event will be completely free and open to the public, removing financial barriers and creating an inclusive cultural experience. Located at the Duncanville Amphitheatre, it ensures easy access, ADA-compliant seating, and a welcoming environment. The performance offers residents a high-quality, live arts event in their own city, encouraging intergenerational dialogue, local pride, and cultural appreciation. It also creates a positive, family-friendly atmosphere that invites connection and community building through shared artistic enjoyment.

How will your project promote tourism or economic development within Duncanville?

Rhythms of Culture will draw arts enthusiasts from across the metroplex, with targeted marketing reaching neighboring cities and regional arts supporters. The event will create visibility for Duncanville as a hub for creative expression and attract visitors who contribute to local spending at restaurants, cafes, and retail stores. We will invite local food trucks and vendors to participate, offering small businesses a platform to connect with new customers. Long-term, the event supports Duncanville's branding as a destination for high-caliber cultural programming and community-centered arts events.

List the individuals and organizations involved in planning or executing the project.

The event is hosted by individual vocal music artist Kaylyn Hayes. Kaylyn Hayes will serve as the host and lead performer, supported by a curated lineup of musical guests, spoken

word artists, and cultural dancers. The planning team includes event staff and supporting production crew. Additional performances will showcase emerging artists in music, dance, and poetry, creating a well-rounded celebration of culture. Collectively, this group brings expertise in artistic production, community engagement, and event execution.

Briefly describe your marketing plan.

Our marketing strategy includes social media outreach, print materials, email blasts, and collaboration with local organizations. Promotional content will be shared via Instagram, Facebook, and TikTok, including teaser trailers, behind-the-scenes clips, and countdown posts. Press releases will be distributed to local media outlets, and the event will be submitted to regional arts calendars. Flyers will be posted throughout Duncanville and neighboring areas, and partnerships with small businesses will help spread the word. Kaylyn Hayes will also promote the event through her personal and professional platforms to reach a broader audience.

How will you evaluate the success and impact of your project?

We will evaluate the project's success through attendance numbers, audience feedback, and media/social media engagement. Surveys will be offered to guests post-event to gather qualitative and quantitative insights. Metrics such as reach, shares, and comments will be analyzed across platforms. We'll also track how many local vendors were supported and assess the economic ripple effect for surrounding businesses. Finally, we will document audience testimonials, highlight moments, and community reactions to measure how effectively the project inspired cultural pride and connection.

Duncanville Arts Commission

Arts Grant Application – Fiscal Year 2024-2025

Submit completed applications to: arts@duncanvilletx.gov

SECTION 1: GENERAL INFORMATION

Applicant Name (Individual or Organization): Pink Diamonds Survivors of Cancer, Inc.

Project Lead (if different): ____ Linda Lydia

Mailing Address: ___ 1332 Bow Creek Dr.

City: __Duncanville TX 75116

Phone Number: ___ 214 674 5887

Email Address: __ pinkdiamondssoc@gmail.com

Website or Social Media (if applicable): _____

pinkdiamondssoc.org

_____

Are you a first-time applicant? ☒ Yes ☐ No

Have you received funding from the Duncanville Arts Commission in the past fiscal year (October 1 to September 30)? ☐ Yes ☒ No

SECTION 2: ELIGIBILITY

Check all that apply: ☐

Individual Artist

☒ 501(c)(3) Nonprofit

☐ Business Entity

☐ City Department

☐ Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville city limits? ☒ Yes ☐ No

SECTION 3: GRANT TYPE

Select the grant category for which you are applying (select one):

☒ Annual Arts Program Grant (nonprofits only)

☐ Project Outreach Grant

☐ Public Art Grant

SECTION 4: PROJECT INFORMATION

Project/Event Title: __ Rhythm of the Heartbeat Dance Experience

Brief Project Summary (2–3 sentences):
The event will feature various dance forms to promote health & wellness among our community members. Dance is an excellent means of cardiac engagement for all ages. Pink Diamonds has a mission of providing health awareness and exercise events that are free and open to the public.

Project Start Date: _____ 9/6/2025

Project End Date: _____ 9/6/2025

Location(s): _____
Armstrong Park Amphitheater

Is this project open to the public? ☒ Yes ☐ No

Admission Fee (if any): ____ free

SECTION 5: NARRATIVE

Please answer the following questions in no more than 250 words each.

1. Describe the purpose and artistic vision of the proposed project.
   The event will provide various forms of dance to promote health and wellness for the participants and attendees. The Pink Diamonds have a history of community health fairs and bike rides that are free and open to the public. All funds raised are used to provide treatment and research for breast cancer survivors. This event will feature small business vendors and healthy food options.
2. How will the project serve the Duncanville community and promote public access?
   We will provide cardiac entertainment and healthy options for our community free of charge. The Armstrong Park is central to our city and surrounding areas. The dance is an art form that enhances the lives of the young and old while providing an opportunity for more community interaction. Celebrate dance, culture, and community

3. How will your project promote tourism or economic development within Duncanville?

   During our last line dancing event in Dallas we had over 200 participants and individuals came from far away as Sherman. This was accomplished without promotions outside of the Dallas area. We will be promoting this event statewide. The Armstrong Park is central to our city and surrounding areas. Social media and various groups and organizations will help with the promotion.

4. List the individuals and organizations involved in planning or executing the project.

   -Parkland Ambassadors
   -Janis Dunn- DELTA sorority
   -Linda Lydia- Founder of Pink Diamonds
   -Mark Cooks- Frost Bank
   -Councilwoman Karen Cherry
   -Linder Lance- Communication Specialist

5. Briefly describe your marketing plan.

   Digital media, Influencers & community outreach, flyers & posters, collaboration with schools & organizations, local businesses, media & PR
   Social Media (IG, FB, TikTok) Countdown posts, reels, behind-the-scenes, sponsor shoutouts
   Event Page (FB + Website) Include RSVP/ticket link, description, directions, FAQ
   Email Campaigns Send Save the Date, Performer Highlights, Final Reminder

6. How will you evaluate the success and impact of your project?

   Success will be gaged by Attendance vs. goal, email sign-ups, social media reach & engagement, Press/media features, and on site feedback.

SECTION 6: BUDGET

Total Project Budget: $_____ 5800.00

Amount Requested from Duncanville Arts Commission/City Council: $_____ 3000.00

Matching Funds (cash/in-kind): $_____ -

0Please attach a detailed budget.

SECTION 7: REQUIRED DOCUMENTS

~~☐x~~ Completed application form

~~x☐~~ Narrative responses (Section 5)

~~x☐~~ Detailed project budget

☐x Proof of Duncanville residency or business operation

☒ City of Duncanville New Vendor Packet

☐ IRS 501(c)(3) determination letter (if applicable)

x☐ Property owner support letter (for Public Art Grant)

☐ Portfolio or artistic samples (for individual artists)

SECTION 8: ACKNOWLEDGMENTS

By signing below, I affirm that all information provided is accurate and complete.

Signature:  _____ Date: __ 6/12/25

Printed Name: ____ Linda Lydia

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name: _____

Property Address: _____

Signature of Property Owner: _____ Date: _____

Email the completed application and additional documentation to art@duncanvilletx.gov.

JotformSIGN | Document ID: 251798852943070

Sunday, June 29, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Bria Maiden
Mailing Address	1519 S. Greenstone Lane Duncanville, TX, 75137
Phone Number	(214) 263-0522
Email	briamadeit@gmail.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

supafly.online
Instagram: @supafly.studio

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Supafly Studio

Brief Project Summary (2-3 sentences)

SupaFly is a Hip Hop-based arts initiative that empowers youth and communities through dance, creativity, and cultural expression. Rooted in authenticity and healing, it creates safe spaces for connection, growth, and celebration.

Project Start Date	Monday, September 8, 2025

JotformSIGN | Document ID: 251798852943070

Project End Date	Saturday, December 20, 2025
Location(s)	The Old Rail Station
Is this project open to the public?	Yes
Admission Fee (if any)	10

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

SupaFly is a creative movement rooted in Hip Hop, using the arts to build community and empower youth. Its name—Sharing Universal Purpose Authentically, Feeling Like Ya-Self—reflects its mission to create safe, expressive spaces where everyone feels seen and celebrated.

Blending Hip Hop dance with social-emotional learning and mental health awareness, SupaFly goes beyond performance. It honors freestyle, collaboration, and Hip Hop's roots while pushing creative boundaries.

Through performances, workshops, and pop-up events, SupaFly brings people together through art, culture, and connection.

How will the project serve the Duncanville community and promote public access?

SupaFly will serve the Duncanville community by offering accessible, culturally rooted arts programs that center Hip Hop as a tool for expression, healing, and connection. Through weekly classes, seasonal performances, and pop-up events, SupaFly will provide consistent, creative outlets for youth and families.

To promote public access, SupaFly will offer free or low-cost classes, open community events, and sliding-scale pricing. Partnerships with schools, rec centers, and local nonprofits will help reach underserved areas. A future SupaFly van will bring mobile programming directly to neighborhoods.

The space will also host open mics, art shows, and community forums, creating a creative hub for local voices. With a focus on mutual aid and mental wellness, SupaFly will build a space where everyone feels seen, supported, and inspired.

In short, SupaFly will uplift Duncanville by making the arts accessible, relevant, and rooted in community.

How will your project promote tourism or economic development within Duncanville?

SupaFly will help position Duncanville as a vibrant cultural destination by hosting high-energy dance showcases, art events, and community festivals that attract visitors from surrounding cities and states. These events will spotlight local talent and businesses, encouraging foot traffic to nearby restaurants, shops, and venues.

By offering creative youth programs, artist residencies, and workshops, SupaFly will also draw teaching artists, performers, and collaborators from across the country. Its future SupaFly van and mobile pop-ups will promote Duncanville's creative scene beyond city limits, inviting visitors to experience the energy firsthand.

SupaFly's presence will support local economic growth by creating jobs for instructors, artists, and event staff, while generating ongoing partnerships with small businesses and schools. As SupaFly gains recognition through social media and performances, it will boost Duncanville's reputation as a hub for arts, innovation, and youth empowerment—drawing in families, creatives, and supporters looking to engage with an authentic and inspiring cultural movement.

Jotform SIGN | Document ID: 251798852943070

List the individuals and organizations involved in planning or executing the project.

Tim Maiden, The Old Rail Station, 2 Inspire Peace

Briefly describe your marketing plan.

SupaFly's marketing plan will focus on community engagement, word-of-mouth promotion, and strategic partnerships. By collaborating with local schools, businesses, and city events, SupaFly will build trust and visibility within the Duncanville community. Marketing materials will highlight performances, student success stories, and the artistic process, including costumes, choreography, and events. Funding will support costumes, sound equipment, and labor needs such as instructors, videographers, and event staff to ensure high-quality experiences.

How will you evaluate the success and impact of your project?

1. Surveys & Reflections: Use short forms after programs asking about confidence, creativity, or connection to community.
2. Track class, workshop, and event attendance.
3. Monitor how many return for multiple classes or sessions.

Section 6: Budget

Total Project Budget	$20,000
Amount requested from the Duncanville Arts Commission/City Council	$15,000
Please attach a detailed budget	Download SupaFly_Grant_Budget_Req... .pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- Portfolio or artistic samples (for individual artists)

Upload required documents

Supafly20Pitch20Link.pdf.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

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Signature



Name Bria Maiden

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Signature

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251798852943070
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 29, 2025 10:28 PM	Signed IP: 2600:1700:1b21:570:285e:2532:4

Arts Commission

Special Meeting Minutes
City Hall – Briefing Room
203 E. Wheatland Rd., Duncanville, TX 75116
Wednesday, July 16, 2025
6:00 PM

1. Call to Order

2. Receive public comments, limit 2 minutes per individual speaker

   Myatta Metzger
   219 S. Cedar Ridge Dr. Duncanville TX 75116

   My name is Myatta Metzger, and I am the owner of The Journey Dance Center, located here in Duncanville. I am here today to express my strong support for the proposed art grants. These grants are not just financial allocations; they are vital investments in the future of our community's artistic landscape and the development of our young talent.

   For our organization, the availability of these grants would be transformative. Specifically, these funds would allow us to significantly expand our scholarship programs, making art education accessible to a broader range of students who might otherwise be unable to participate due to financial barriers. This directly translates into more opportunities for aspiring artists to hone their skills and pursue their passions.

   Furthermore, the grants would provide much-needed assistance in funding our annual recital. This event is a cornerstone of our program, offering students an invaluable platform to showcase their hard work and dedication. It's also a cherished community event that celebrates local talent and brings people together. The financial support from these grants would ensure the continued high quality and accessibility of this important tradition.

   Investing in these art grants is an investment in the artistic enrichment of our community, the development of our youth, and the continued vitality of local arts programs. I urge the committee to approve these grants.

   Thank you for your time and consideration.

3. The Arts Commission to review and consider making recommendations to the City Council regarding Arts Grant applications submitted during the June 2025 grants application cycle.

   1. **Beacons of Light** – Kalen McGuire – Requested: $3,000
      Angela Thorpe-Harris made a motion to recommend the City Council fund *Beacons of Light* in the amount of $3,000 with the caveat that Mr. McGuire provide confirmation of the mural size and include a QR code in the mural that will take visitors to a webpage featuring Duncanville hotels. Mary Ann Taylor seconded. All present voted in favor. None voted against.

DRAFT

2. **Brown Girls Do Ballet Photo Project** – TaKiyah Wallace-McMillian - Requested: $3,000
   Angela Thrope Harris made a motion to recommend the City Council fund *Brown Girls Do Ballet Photo Project* in the amount of $3,000. Mac Browning seconded. All present voted against. None voted in favor.

3. **Dance Recital** – Myatta Metzger-Flanagan – Requested: $10,000
   Mac Browning made a motion to recommend the City Council fund *Dance Recital* in the amount of $3,000 with the caveat that the event take place in Duncanville, Texas. Angela Thorpe-Harris seconded. All present voted in favor. None voted against.

4. **Duncanville Paws & Paint** – Gianni LaBarba on behalf of The Rotary Club of Duncanville – Requested: $10,000
   Dr. Anne Perry made a motion recommending the City Council fund *Duncanville Paws & Paint* in the amount of $3,000. Tiffiney Wyatt seconded. Angela Thorpe-Harris, Amy Jackson, Mac Browning, Tiffiney Wyatt, and Dr. Anne Perry voted in favor. Mary Ann Taylor, Tim Perry, Sarah Macias, and Ron Thompson voted against.

5. **Ellafair** – Ron Thompson on behalf of the Arts Commission – Requested: $4,950
   Tifiney Wyatt made a motion recommending the City Council fund *Ellafair* in the amount of $3,000. Angela Thorpe-Harris seconded. All present voted in favor. None voted against.

DRAFT

6. **Empowerment Through Ballet** – TaKiyah Wallace-McMillian – Requested: $5,000
   Angela Thorpe-Harris made a motion recommending the City Council fund *Empowerment Through Ballet* in the amount of $5,000. Tiffiney Wyatt seconded. Dr. Anne Perry, Tiffiney Wyatt, Mac Browning, Ron Thompson, Angela Thorpe-Harris, Tim Perry, and Sarah Macias voted in favor. Mary Ann Taylor and Amy Jackson voted against.

7. **Fixin' His Plate** – Candice Johnson – Requested: $3,000
   Mary Ann Taylor made a motion recommending the City Council fund *Fixin' His Plate* in the amount of $3,000. Sarah Macias seconded. All present voted in favor. None voted against.

8. **Laughter is Good Medicine** – K. Rochelle Enterprices, LLC – Requested: $3,000
   Tiffiney Wyatt made a motion recommending the City Council fund *Laughter is Good Medicine* in the amount of $3,000. Angela Thorpe-Harris seconded. All present voted in favor. Non voted against.

9. **Master's Voice Christmas Concert** – First Christian Church of Duncanville – Requested: $3,000.
   Tiffiney Wyatt made a motion recommending the City Council fund *Master's Voice Christmas Concert* in the amount of $3,000 with the caveat that First Christian Church of Duncanville provide Council with a detailed budget. Angela Thorpe-Harris seconded. Tiffiney Wyatt, Mac Browning, Ron Thompson, Angela Thorpe-Harris, Amy Jackson, Tim Perry, and Sarah Macias voted in favor. Dr. Anne Perry and Mary Ann Taylor voted against.

10. **Mentor Moments** – Village Tech Schools – Requested: $4,757
    Angela Thorpe-Harris recommended the City Council fund *Mentor Moments* in the amount of $3,000. Mary Ann Taylor seconded. All present voted in favor. None voted against.

11. **Musical Performance** – Gerald Wise – Requested: $1,185
    Angela Thorpe-Harris made a motion recommending the City Council fund *Musical Performance* in the amount of $1,185. Sarah Macias seconded. All present voted in favor. None voted against.

12. **Painting in the Park** – Downtown Gallery & Museum of Art – Requested: $10,000

Angela Thorpe-Harris made a motion recommending the City Council fund *Painting in the Park* in the amount of $3,000. Dr. Anne Perry seconded. All present voted in favor. None voted against.

13. **Rhythms of Culture** - Kaylyn Hayes – Requested: $9,300
    Sarah Macias made a motion recommending the City Council fund *Rhythms of Culture* in the amount of $3,000. Tiffiney Wyatt seconded. All present voted in favor. None voted against.

14. **Rhythm of the Heartbeat Dance Experience** – Pink Diamonds Survivors of Cancer, Inc. – Requested: $3,000
    Sarah Macias made a motion recommending the City Council fund *Rhythms of the Heartbeat Dance Experience* in the amount of $3,000. Tiffiney Wyatt seconded. Dr. Anne Perry, Mary Ann Taylor, Tiffiney Wyatt, Mac Browning, Ron Thompson, Amy Jackson, Tim Perry, and Sarah Macias voted in favor. None voted against. Angela Thorpe-Harris abstained.

15. **Supafly Studio** - Bria Maiden – Requested: $15,000
    Angela Thorpe-Harris made a motion recommending the City Council fund *Supafly Studio* in the amount of $3,000. Tiffiney Wyatt seconded. All present voted in favor. None voted against.

4. Adjournment

DRAFT

Alex Hamby
Communications and Marketing Administrator

Draft

Duncanville Special Called Meeting Minutes
Thursday, July 10, 2025

CALL TO ORDER
A special meeting of the Duncanville City Council was called to order on Thursday, July 10, 2025, at 3:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

RECEIVE PUBLIC COMMENTS

No public comments

1. EXECUTIVE SESSION

A. 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.

The Executive Session was called into session at 3:00 p.m. and Mayor Contreras read the item into record.

The Council closed the Executive Session at 4:41 p.m.
The regular session reconvened at 4:45 p.m.

2. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Attorney Hager read the motion to accept the request of City Manager Finch to be allowed to take indefinite personal paid administrative leave with pay; he will be available as a resource during said leave, and appoint Mr. Richard Abernethy for up to a thirty-day period to serve as Interim City Manager with a ten percent increase.

Councilmember Don McBurnett made a motion to approve the item as read, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

ADJOURNMENT
The meeting was adjourned at 4:46 p.m.

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider a Resolution ordering a Charter Election to be held on the 4th day of November 2025, for the purpose of submitting propositions "A" through "L" to amend various sections of the Home Rule Charter.

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:
It is ordered that an election be held in the City of Duncanville, Texas on the 4th day of November 2025, the same being the first Tuesday of said month, for the following purpose:
To submit propositions "A" through "L" to amend various sections of the Home Rule Charter.

POLICY EXPLANATION:
It is ordered that an election be held in the City of Duncanville, Texas on the 4th day of November 2025, the same being the first Tuesday of said month, for the following purpose:
To submit propositions "A" through "L" to amend various sections of the Home Rule Charter.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Duncanville.RESO.Special Election Order.Amend HRC 4908-2436-9495 v.1

CITY OF DUNCANVILLE

RESOLUTION NO: 2025-499

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS ORDERING AND PROVIDING NOTICE OF A SPECIAL ELECTION FOR THE CITY OF DUNCANVILLE, TEXAS, TO BE HELD ON THE 4th DAY OF NOVEMBER 2025 FOR THE PURPOSE OF SUBMITTING PROPOSITIONS "A" THROUGH "L" TO THE QUALIFIED VOTERS OF THE CITY TO AMEND VARIOUS SECTIONS OF THE HOME RULE CHARTER; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an agreement with Dallas County and other political subdivisions to hold the General and Special elections as a Joint Election and to obtain certain election services.

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

SECTION 1. That a Special Election is hereby ordered for November 4, 2025, for the purpose submitting Propositions A through L to the qualified votes of the City to amend the Home Charter as provided herein.

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the bulletin board used to publish notice of city council meetings not later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of the posting stating the date and place of posting. That the Propositions and ballot language subject to this Resolution shall read as follows:

PROPOSITION A

"Shall Article 1, Section 1.04, "Annexation and Disannexation," of the Home Rule Charter of the City of Duncanville be amended to remove any non-consentual annexation of territory into the city limits."

FOR ____

AGAINST ____

PROPOSITION B

"Shall Article 2, Section 2.01, "Number, Selection, Term," of the Home Rule Charter of the City of Duncanville be amended to change the term of the mayor and councilmember from two (2) years to three (3) years."

FOR ____

AGAINST ____

PROPOSITION C

"Shall Article 2, Section 2.05, "Presiding Officer: The Mayor," of the Home Rule Charter of the City of Duncanville be amended to remove language "following the City's general election in May 2023", adopted in 2002, for Mayor as unnecessary and supplage. "

FOR ____

AGAINST ____

PROPOSITION D

"Shall Article 2, Section 2.07, "Appointment of City Manager," of the Home Rule Charter of the City of Duncanville be amended to add a formal written process to appoint an Interim City Manager, should the City Manager be dismissed, resign, or becomes physically or mentally unable to perform duties."

FOR ____

AGAINST ____

PROPOSITION E

"Shall Article 2, Section 2.12, "City Judge," of the Home Rule Charter of the City of Duncanville be amended to remove archane references to the term "magistrate" to "municipal judge(s)"."

FOR ____

AGAINST ____

PROPOSITION F

"Shall Article 2, Section 2.13, "Induction of Council into Office; Meetings of Council," of the Home Rule Charter of the City of Duncanville be amended to require Canvass of election results in accordance with state law prior to induction of elected Mayor and Councilmembers."

FOR ____

AGAINST ____

PROPOSITION G

"Shall Article 3, Section 3.04, "Absence of City Manager," of the Home Rule Charter of the City of Duncanville be amended to require an Assistant City Manager or other qualified person to act as City Manager during a temporary absence or disability of less than thirty (30) consecutive days."

FOR ___

AGAINST ____

PROPOSITION H

"Shall Article 3, Section 3.05, "Administrative Departments," of the Home Rule Charter of the City of Duncanville be amended to require an addition of the "Public Finance Department," and to change "Water/Sewer Department" to "Public Works Department."

FOR ____

AGAINST ____

PROPOSITION I

"Shall Article 4, Sections 4.03, "Budget a Public Record," 4.05, "Proceeding on Adoption of Budget," and 4.09, "Certification; Copies Made Available," of the Home Rule Charter of the City of Duncanville provide more extensive and transparent notices, public hearings, adoption procedures, postings on the Internet, and disclosure language required by state law."

FOR ____

AGAINST ____

PROPOSITION J

"Shall Article 7, Section 7.04, "Number, Selection, and Term of Council," of the Home Rule Charter of the City of Duncanville be amended to retain five (5) Single-Member Districts (1-5), one councilmember elected-at-large, and mayor elected-at-large, and remove all transition language in subsection (d) as unnecessary and supplage."

FOR ____

AGAINST ____

PROPOSITION K

"Shall Article 7, Section 7.08, "Conducting and Canvassing Elections," of the Home Rule Charter of the City of Duncanville be amended to change the Canvass requirement from five (5) days after the election date to conform with state law to read, "no sooner than three (3) days, and no later than eleven (11) days after the election date."

FOR ____

AGAINST ____

PROPOSITION L

"Shall Article 8, Section 8.02, "Franchises, Power of Council," of the Home Rule Charter of the City of Duncanville be amended to remove two (2) reading requirement, shorten the waiting period from sixty (60) days, to thirty (30) days, and revise the notice provisions to require posting on the Internet Website prior to the effective date."

FOR ____

AGAINST ____

SECTION 2. Chapter 31 of the Texas Election Code authorizes county election officers to contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform certain election services. The General and Special elections shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Duncanville and Dallas County Elections. The election shall be conducted in accordance with the terms and conditions of any such joint election contracts and the City Administrator is hereby authorized to execute such joint election contracts, together with any amendments thereto, as necessary to conduct the November 4, 2025, election and run-off, if any.

Pursuant to the Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election judge and an Alternate Presiding Election Judge appointed to serve at said polling places shall be those election officials furnished by the Election Administrator from the list of proposed election judges in accordance with the Joint Election Agreement.

SECTION 3. The local polling place for said election shall be the Duncanville City Hall, 203 E. Wheatland Rd., Duncanville, Texas. The election polling places and voting centers for the Election shall be the Dallas County Election Precincts wholly or partially within the territorial limits of the City. The Election Day polling place will be determined by Dallas County Elections Department in the joint election contract. On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m. The City Secretary is authorized to make changes to the place and times of the voting locations without further City Council action or approval after consulting with Dallas County Elections Administrator and determining that a change in the places or times is necessary.

SECTION 4. Heider Garcia, Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at the main early voting polling place or any County Branch Early Voting Locations. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting locations or at any of the branch locations.

Early voting by personal appearance will be conducted on weekdays beginning Monday, October 20, 2025, and continuing through Friday, October 24, 2025, between 8 a.m. and 5 p.m.; Saturday, October 25, 2025, between 7 a.m. and 7 p.m.; Sunday, October 26, 2025, between 12 p.m. and 6 p.m.; Monday, October 27, 2025, and Friday, October 31, 2025, between 7 a.m. and 7 p.m. as provided in the Joint Election Agreement. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

MAIN EARLY VOTING POLLING PLACE

George L. Allen Sr. Courts Building
600 Commerce Street
Dallas, Texas 75202

BRANCH EARLY VOTING POLLING PLACES:

Duncanville Library/Community Center
201 James Collins Blvd.
Duncanville, Texas 75116

Branch Early Voting Polling locations, dates and times will be determined by the Dallas County Elections Department and published in the election notice and posted on the website at www.dallascountyvotes.org. Branch Early Voting Polling locations are subject to change

EARLY VOTING BY MAIL:

Heider Garcia, Elections Administrator
Dallas County Elections Department
1520 Round Table Dr.
Dallas, Texas 75247

Email: evapplications@dallascounty.org
Fax: 214-819-6301

An application may be submitted any time during the year of the election. The deadline for which applications for a ballot by mail must be received by the early voting clerk is October 23, 2025 (the eleventh day before Election Day). The deadline for a Federal Post Card Application is the same as an application for a ballot by mail.

All requests for early voting ballots by mail that are received by the City of Duncanville will be transported by runner on the day of receipt to Heider Garcia, Elections Administrator.

SECTION 5. All resolutions or parts of resolutions in force when the provisions of this Resolution become effective which are inconsistent or in conflict with the terms and provisions contained in this Resolution are hereby repealed only to the extent of such conflict.

SECTION 6. Should any part, sentence, or phrase of this Resolution be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Resolution shall not be adversely affected. No portion of this Resolution shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Resolution are declared to be severable.

SECTION 7. This Resolution shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August 2025.

CITY OF DUNCANVILLE, TEXAS

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

Approved As To Form:

_____

Robert Hager, City Attorney

RESOLUCIÓN NO. 2025-499
DE LA CIUDAD DE DUNCANVILLE

UNA RESOLUCIÓN DE LA CIUDAD DE DUNCANVILLE, TEXAS QUE ORDENA Y ESTIPULA EL AVISO DE UNA ELECCIÓN ESPECIAL PARA LA CIUDAD DE DUNCANVILLE, TEXAS, QUE SE LLEVARÁ A CABO EL DÍA 4 DE NOVIEMBRE DE 2025 CON EL PROPÓSITO DE PRESENTAR LAS PROPUESTAS "A" A LA "L" A LOS VOTANTES CALIFICADOS DE LA CIUDAD PARA ENMENDAR VARIAS SECCIONES DE LA CARTA MUNICIPAL; ORDENANDO QUE SE ENTREGUEN AVISOS DE LA ELECCIÓN; AUTORIZANDO AL ADMINISTRADOR DE LA CIUDAD DE FIRMAR UN ACUERDO ELECTORAL CONJUNTO Y UN ACUERDO DE SERVICIOS ELECTORALES CON EL DEPARTAMENTO DE ELECCIONES DEL CONDADO DE DALLAS; ESTABLECIENDO UNA CLÁUSULA DE DIVISIBILIDAD; Y ESTABLECIENDO UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO que el Concejo Municipal tiene autoridad de acuerdo con el Capítulo 31 del Código Electoral de Texas, de formalizar un contrato con el Condado de Dallas y otras subdivisiones políticas para llevar a cabo las elecciones generales y especiales en una Elección Conjunta y obtener ciertos servicios electorales.

POR LO TANTO, EL CONCEJO DE LA CIUDAD DE DUNCANVILLE, TEXAS RESUELVE QUE:

SECCIÓN 1. Que se ordena que se lleve a cabo una Elección Especial el 4 de noviembre de 2025, con el fin de someter las Propuestas "A" a la "L" a los votantes calificados de la ciudad para enmendar la Carta Municipal, según lo estipulado en este documento.

El aviso de dichas elecciones se publicará una sola vez en el periódico oficial de la ciudad, no antes del día 30 ni después del día 10 del Día de la Elección, y se colocará en boletín de anuncios que se utiliza para convocar reuniones del concejo electoral a no más tardar del día 21 antes del Día de Elección. Se conservará una copia de la convocatoria, que contenga el nombre del periódico y la fecha de publicación como constancia de dicha convocatoria, y la persona que coloque dicho aviso deberá dejar constancia de la hora, la fecha y el lugar de la publicación. Que las propuestas y el contenido de la boleta electoral son sujetos a esta Resolución y se leerán de la siguiente manera:

PROPUESTA 'A'

"¿Deberá ser enmendado el Artículo 1, Sección 1.04 'Anexión y Desanexión' de la Carta Municipal de la Ciudad de Duncanville para eliminar cualquier anexión no consensuada de territorio dentro de los límites de la ciudad?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'B'

"¿Deberá ser enmendado el Artículo 2, Sección 2.01, "Número, Selección, Periodo" de la Carta Municipal de la Ciudad de Duncanville para cambiar el periodo de mandato del alcalde y del concejo de dos (2) a tres (3) años?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'C'

"¿Deberá ser enmendado el Artículo 2, Sección 2.05, "Presidente de la Asamblea: el Alcalde", de la Carta Municipal de la Ciudad de Duncanville para eliminar la frase "después de la elección general de la ciudad en mayo de 2023", adoptada en el 2002, para el cargo de alcalde por ser innecesaria y verbosa?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'D'

"¿Deberá ser enmendado el Artículo 2, Sección 2.07, "Nombramiento del Administrador Municipal," de la Carta Municipal de la Ciudad de Duncanville, para agregar un proceso escrito formal para nombrar a un Administrador Municipal Interino, en caso de que el Administrador Municipal sea despedido, renuncie o se vuelva física o mentalmente incapaz de desempeñar sus funciones?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'E'

"¿Deberá ser enmendado el Artículo 2, Sección 2.12, "Juez de la Ciudad" de la Carta Municipal de la Ciudad de Duncanville, para eliminar las estipulaciones ocultas del término 'magistrado' a "juez o jueces municipales?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'F'

"¿Deberá ser enmendado el Artículo 2, Sección 2.13, "Inducción del Concejo en sus cargos; Juntas del Concejo" de la Carta Municipal de la Ciudad de Duncanville, para exigir los resultados electorales de conformidad con la ley estatal antes de la inducción del alcalde y los concejales electos?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'G'

"¿Deberá ser enmendado el Artículo 3, Sección 3.04 "Ausencia del Administrador Municipal" de la Carta Municipal de la Ciudad de Duncanville, para exigir que un Asistente del Administrador Municipal actúe como Administrador Municipal durante una ausencia temporal o incapacidad de menos de treinta (30) días consecutivos?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'H'

"¿Deberá ser enmendado el Artículo 3, Sección 3.05 "Departamentos Administrativos" de la Carta Municipal de la Ciudad de Duncanville, para pedir la incorporación del "Departamento de Finanzas Públicas" y cambiar a

"Departamento de Agua/Alcantarillado" a "Departamento de Obras Públicas?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'I'

"¿Deberá ser enmendado el Artículo 4, Secciones 4.03 "Presupuesto como Registro Público," 4.05 "Procedimiento para la Adopción del Presupuesto", y 4.09 "Certificación: Copias Disponibles", de la Carta Municipal de la Ciudad de Duncanville, para proporcionar avisos más extensos y actualizados, audiencias públicas, procedimientos de adopción, publicaciones en el internet, e información requerida por la ley estatal?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'J'

"¿Deberá ser enmendado el Artículo 7, Sección 7.04, "Número, Selección y Duración del Concejo", de la Carta Municipal de la Ciudad de Duncanville para conservar cinco (5) distritos de miembros únicos (1-5), un concejal general, y un alcalde general y eliminar toda la frase de transición en la subsección (d) por ser innecesario y verbosa?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'K'

"¿Deberá ser enmendado el Artículo 7, Sección 7.08, "Realización y campaña electoral", de la Carta Municipal de la Ciudad de Duncanville para cambiar el requisito de los resultados electorales de cinco (5) días después de la fecha de la elección para cumplir con la ley estatal a "no antes de tres (3) días, y no después de once (11) días después de la fecha de elección?"

A FAVOR ____

EN CONTRA ____

PROPUESTA 'L'

"¿Deberá ser enmendado el Artículo 8, Sección 8.02, "Franquicias, Poder del Concejo", de la Carta Municipal de la Ciudad de Duncanville para eliminar el requisito de dos (2) lecturas, acortar el periodo de espera de sesenta (60) días a treinta (30) días y revisar las estipulaciones en el aviso para exigir la publicación en el sitio web de internet antes de la fecha de vigencia?"

A FAVOR ____

EN CONTRA ____

SECCIÓN 2. El Capítulo 31 del Código Electoral de Texas autoriza a los funcionarios electorales del condado a contratar con el Concejo de Administración de una subdivisión política ubicada total o parcialmente en el condado al que prestan servicios para la presentación de ciertos servicios electorales. Las Elecciones Generales y Especiales se llevarán a cabo como Elecciones Conjuntas de conformidad con un Acuerdo de Elección Conjunta y un Contrato de Servicios Electorales entre la Ciudad de Duncanville y el Departamento de Elecciones del Condado de Dallas. Las elecciones se llevarán a cabo de conformidad con los términos y condiciones de dichos contratos de Elección Conjunta, y por la presente se autoriza al Administrador Municipal a firmar dichos contratos de elección conjunta, y por la presente autoriza al Administrador Municipal a firmar dichos contratos, junto con cualquier modificación a los mismos, según sea necesario para llevar a cabo las elecciones del 4 de noviembre de 2025 y la segunda vuelta o desempate si la hubiera.

De conformidad con el Acuerdo de Elección Conjunta, el Administrador de Elecciones del Condado de Dallas actuará como el Administrador Electoral.

El juez presidente de las elecciones y un juez presidente suplente designados para servir en dichos centros de votación serán los funcionarios electorales suministrados por el Administrador Electoral de la lista propuesta de jueces electorales de conformidad con el Acuerdo de Elección Conjunta.

SECCIÓN 3. El lugar de votación local para dichas elecciones será en la municipalidad de Duncanville, 203 E. Wheatland Rd. Duncanville, Texas. Los lugares y centros de votación para las elecciones serán los Precintos Electorales del Condado de Dallas, total o parcialmente dentro de los límites territoriales de la ciudad. El lugar de votación del día de las elecciones será determinado por el Departamento de Elecciones del Condado de Dallas en el contrato electoral conjunto. El día de las elecciones, las urnas estarán abiertas de las 7:00 am a 7:00pm. El secretario municipal está autorizado a realizar cambios en el lugar y horario de los lugares de

votación sin necesidad de ninguna acción o aprobación adicional de Concejo Municipal, tras consultar con el Administrador de Elecciones de Dallas y determinar que es necesario un cambio en el horario o lugar.

SECCIÓN 4. Heider García, Administradora de las Elecciones, es la funcionaria designada para la votación anticipada de conformidad con la Sección 271.006 del Código Electoral de Texas. Se designarán otros funcionarios adjuntos para la votación anticipada, según sea necesario, para procesar el correo de votación anticipada y llevar a cabo la votación anticipada en las sucursales electorales. La votación anticipada también se realizará en el centro de votación anticipada principal o en cualquier sucursal electoral del condado. Cualquier votante calificado para la Elección Conjunta podrá votar anticipadamente en persona, ya sea en los centros de votación anticipada principal o en cualquier sucursal electoral del condado. Cualquier votante calificado para la Elección Conjunta podrá votar anticipadamente en persona, ya sea en los centros de votación anticipada principales o en cualquiera de las sucursales electorales.

La votación anticipada en persona se realizará entre semana a partir del lunes 20 de octubre de 2025 hasta el viernes 24 de octubre, de 8:00am a 5:00 pm; el sábado 25 de octubre de 7:00am a 7:00 pm; domingo 26 de octubre de las 12:00pm a las 6:00pm; lunes 27 de octubre de 2025 y viernes 31 de octubre desde las 7:00am hasta las 7:00pm según lo que dispone el Acuerdo de Elección Conjunta. Cualquier votante calificado para Elección Conjunta podrá votar anticipadamente en persona en el centro principal de votación anticipada o en cualquiera de las sucursales.

CENTRO PRINCIPAL DE VOTACIÓN ANTICIPADA

George L. Allen Sr. (edificio de los tribunales)
600 Commerce Street
Dallas, Texas 75202

SUCURSAL DE CENTROS DE VOTACIÓN ANTICIPADA:

Biblioteca/Centro comunitario de Duncanville
201 James Collins Blvd.
Duncanville, Texas 75116

El Departamento de Elecciones de Dallas determinara los lugares, fechas y horarios de votación anticipada de cada sucursal, los cuales se publicarán en el aviso electoral y en el sitio web www.dallascountyvotes.org. Los centros de votación anticipada de cada sucursal están sujetos a cambios.

VOTACIÓN ANTICIPADA POR CORREO:

Heider García, Elections Administrator
Dallas County Elections Department
1520 Round Table Dr.
Dallas, Texas 75247
Email: evapplications@dallascounty.org
Fax: 214-819-6301

Se puede presentar una solicitud en cualquier momento durante el año electoral. La fecha limite para que el funcionario de votación anticipada reciba las solicitudes de boletas por correo es el 23 de octubre de 2025 (el undécimo día antes del día de las elecciones). La fecha limite para la solicitud de tarjeta postal federal es la misma que para la solicitud de boletas por correo.

Todas las solicitudes de boletas de votación anticipada por correo que reciba la ciudad de Duncanville serán enviadas por un mensajero a Heider García, Administradora Electoral el día que sean recibidas.

SECCIÓN 5. Todas las resoluciones o partes de resoluciones vigentes al entrar en vigor las estipulaciones de esta Resolución que sean incompatibles o entren en conflicto con los términos y estipulaciones de esta Resolución quedan derogadas por la presente únicamente a medida de dicho conflicto.

SECCIÓN 6. Si alguna parte, oración o frase de esta Resolución se declara ilegal, nula o inaplicable, la validez de las partes restantes de esta Resolución no se verá afectada negativamente. Ninguna parte de esta Resolución quedará inválida o quedará inoperante por la invalidez de cualquier otra parte. Todas las estipulaciones de esta Resolución se declaran divisibles.

SECCIÓN 7. Esta Resolución entrará en vigor inmediatamente después de su promulgación y publicación, según lo disponga la ley en estos casos.

CIUDAD DE DUNCANVILLE, TEXAS

APROBADO:

_____
Greg Contreras, Alcalde

ATESTIGUADO POR:

_____
Chiquita Taylor, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

_____
Robert E. Hager, Abogado de la Ciudad

THÀNH PHỐ DUNCANVILLE
NGHỊ QUYẾT SỐ: 2025-499

NGHỊ QUYẾT CỦA THÀNH PHỐ DUNCANVILLE, TEXAS VỀ VIỆC BAN HÀNH VÀ THÔNG BÁO TỔ CHỨC CUỘC BẦU CỬ ĐẶC BIỆT CHO THÀNH PHỐ DUNCANVILLE, TEXAS, ĐƯỢC TỔ CHỨC VÀO NGÀY 4 THÁNG 11 NĂM 2025 VỚI MỤC ĐÍCH TRÌNH CÁC ĐỀ XUẤT TỪ "A" ĐẾN "L" CHO CÁC CỬ TRI ĐỦ ĐIỀU KIỆN CỦA THÀNH PHỐ ĐỂ TIẾN HÀNH SỬA ĐỔI MỘT SỐ ĐIỀU KHOẢN TRONG ĐIỀU LỆ THÀNH PHỐ THEO CHẾ ĐỘ TỰ TRỊ; BAN HÀNH THÔNG BÁO BẦU CỬ; ỦY QUYỀN CHO QUẢN TRỊ VIÊN THÀNH PHỐ KÝ KẾT THỎA THUẬN TỔ CHỨC BẦU CỬ CHUNG VÀ HỢP ĐỒNG CUNG ỨNG DỊCH VỤ BẦU CỬ VỚI PHÒNG BẦU CỬ QUẬN DALLAS; QUY ĐỊNH ĐIỀU KHOẢN BÃI BỎ; QUY ĐỊNH ĐIỀU KHOẢN TÁCH RIÊNG; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC.

XÉT RẰNG, Hội đồng Thành phố có thẩm quyền theo Chương 31, Bộ luật Bầu cử Texas để ký kết thỏa thuận với Quận Dallas và các đơn vị chính trị trực thuộc khác nhằm tổ chức các cuộc Bầu cử Phổ thông và Đặc biệt theo hình thức Bầu cử Chung và nhận các dịch vụ bầu cử cần thiết.

VÌ VẬY, HỘI ĐỒNG THÀNH PHỐ DUNCANVILLE, TEXAS QUYẾT NGHỊ như sau:

MỤC 1 . Theo đây, một cuộc Bầu cử Đặc biệt được tổ chức vào ngày 4 tháng 11 năm 2025 nhằm trình các Đề xuất từ A đến L cho cử tri đủ điều kiện của Thành phố để sửa đổi Điều lệ Thành phố như quy định tại văn bản này.

Thông báo về cuộc bầu cử nêu trên sẽ được đăng trên tờ báo chính thức của Thành phố một lần, không sớm hơn 30 ngày và không muộn quá 10 ngày trước Ngày Bầu cử và sẽ được đăng trên bảng thông báo nơi công bố lịch họp Hội đồng Thành phố, chậm nhất là 21 ngày trước Ngày Bầu cử. Một bản sao thông báo đã đăng, có ghi rõ tên báo và ngày đăng sẽ được lưu làm bằng chứng cho thông báo đó; người thực hiện việc đăng thông báo sẽ lập biên bản ghi rõ thời gian, ngày và địa điểm đăng. Các Đề xuất và nội dung phiếu bầu theo Nghị quyết này được trình bày như sau:

ĐỀ XUẤT A

"Điều I, Mục 1.04, "Sát nhập và Tách khỏi địa giới hành chính" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để xóa bỏ mọi hình thức sát nhập lãnh thổ vào địa giới thành phố mà không có sự đồng thuận?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT B

"Điều II, Mục 2.01, "Số lượng, Cách thức lựa chọn, Nhiệm kỳ" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để thay đổi nhiệm kỳ của Thị trưởng và các Ủy viên Hội đồng từ hai (2) năm thành ba (3) năm?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT C

"Điều 2, Mục 2.05, "Chủ tọa: Thị trưởng" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để loại bỏ cụm từ "sau cuộc bầu cử phổ thông của Thành phố vào tháng 5 năm 2023", được bổ sung từ năm 2002 do không còn cần thiết và đã cũ. "

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT D

"Điều 2, Mục 2.07, "Bổ nhiệm Giám đốc Thành phố" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để bổ sung quy trình bằng văn bản chính thức nhằm bổ nhiệm Giám đốc Thành phố Lâm thời trong trường hợp Giám đốc Thành phố bị bãi nhiệm, từ chức hoặc không còn đủ năng lực thể chất hoặc tinh thần để thực hiện nhiệm vụ?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT E

"Điều 2, Mục 2.12, "Thẩm phán Thành phố" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để loại bỏ các cách diễn đạt đã cũ của thuật ngữ "thẩm phán" và thay thế bằng thuật ngữ "thẩm phán tòa án thành phố"?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT F

"Điều 2, Mục 2.13, "Lễ nhậm chức của Hội đồng Thành phố; Các phiên họp của Hội đồng" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để yêu cầu việc Công nhận kết quả bầu cử theo quy định của luật tiểu bang phải được thực hiện trước khi Thị trưởng và các Ủy viên Hội đồng đắc cử chính thức nhậm chức?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT G

"Điều 3, Mục 3.04, "Giám đốc Thành phố vắng mặt" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để quy định rằng cần chỉ định một Phó Giám đốc Thành phố hoặc người có đủ điều kiện khác tạm thời đảm nhiệm chức vụ Giám đốc Thành phố trong thời gian Giám đốc Thành phố vắng mặt tạm thời hoặc mất năng lực làm việc dưới ba mươi (30) ngày liên tiếp?"

TÁN THÀNH ___

PHẢN ĐỐI ____

ĐỀ XUẤT H

"Điều 3, Mục 3.05, "Các Phòng Hành chính" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để bổ sung "Phòng Tài chính Công" và thay đổi tên gọi "Phòng Cấp/Thoát nước" thành "Phòng Công trình Công cộng"?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT I

"Điều 4, Mục 4.03 "Ngân sách là Hồ sơ Công khai", 4.05 "Quy trình Thông qua Ngân sách" và 4.09 "Chứng thực; Cung cấp bản sao" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi nhằm tăng cường tính minh bạch và chi tiết trong việc thông báo, tổ chức các phiên điều trần công khai, hoàn thiện thủ tục thông qua, đăng bài trên Internet và bổ sung nội dung công bố theo yêu cầu của luật tiểu bang?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT J

"Điều 7, Mục 7.04 "Số lượng, Cách thức bầu chọn và Nhiệm kỳ của Hội đồng" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để giữ nguyên cơ cấu gồm năm (5) Khu vực bầu cử đơn nhiệm (1-5), một Ủy viên Hội đồng được bầu toàn thành phố và Thị trưởng được bầu toàn thành phố, đồng thời xóa bỏ toàn bộ nội dung chuyển tiếp tại tiểu mục (d) do không còn cần thiết và đã cũ?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT K

"Điều 7, Mục 7.08, "Tiến hành và Công nhận kết quả bầu cử" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để thay đổi yêu cầu đối với việc Công nhận kết quả bầu cử từ năm (5) ngày sau ngày bầu cử thành "không trước ba (3) ngày và không quá một (11) ngày kể từ ngày bầu cử nhằm phù hợp với quy định của luật tiểu bang?"

TÁN THÀNH ____

PHẢN ĐỐI ____

ĐỀ XUẤT L

"Điều 8, Mục 8.02, "Nhượng quyền, Thẩm quyền của Hội đồng" trong Điều lệ Thành phố theo chế độ tự trị của Thành phố Duncanville có nên được sửa đổi để bãi bỏ yêu cầu thông qua hai (2) lần, rút ngắn thời gian chờ có hiệu lực từ sáu mươi (60) ngày xuống còn ba mươi (30) ngày, đồng thời sửa đổi quy định đối với việc thông báo, yêu cầu phải đăng thông tin trên Trang thông tin điện tử chính thức của Thành phố trước ngày có hiệu lực?"

TÁN THÀNH ____

PHẢN ĐỐI ____

MỤC 2 . Theo Chương 31 của Bộ luật Bầu cử Texas, viên chức bầu cử cấp quận được phép ký hợp đồng với cơ quan quản lý của một đơn vị chính trị trực thuộc nằm toàn bộ hoặc một phần trong địa giới quận do viên chức đó phụ trách nhằm thực hiện một số dịch vụ bầu cử nhất định. Các cuộc bầu cử Phổ thông và Đặc biệt sẽ được tổ chức dưới hình thức Bầu cử Chung theo Thỏa thuận Bầu cử Chung và Hợp đồng Cung cấp Dịch vụ Bầu cử giữa Thành phố Duncanville và Phòng Bầu cử Quận Dallas. Cuộc bầu cử sẽ được tổ chức phù hợp với các điều khoản và điều kiện quy định trong các hợp đồng bầu cử chung nêu trên, theo đây Quản trị viên Thành phố được ủy quyền ký kết các hợp đồng bầu cử chung đó cùng bất kỳ sửa đổi nào kèm theo (nếu cần thiết) nhằm phục vụ cho việc tổ chức cuộc bầu cử ngày 4 tháng 11 năm 2025 và cuộc bầu cử vòng hai (nếu có).

Theo Thỏa thuận Bầu cử Chung, Quản trị viên Bầu cử Quận Dallas sẽ đảm nhiệm vai trò Quản trị viên Bầu cử cho cuộc bầu cử này.

Các Chủ tọa và Phó Chủ tọa của Tổ bầu cử được chỉ định phục vụ tại các điểm bỏ phiếu nêu trên sẽ là các viên chức bầu cử được Quản trị viên Bầu cử cung cấp từ danh sách các ứng viên Chủ tọa bầu cử theo quy định trong Thỏa thuận Bầu cử Chung.

MỤC 3 . Địa điểm bỏ phiếu tại địa phương cho cuộc bầu cử nêu trên sẽ là Trụ Sở Tòa thị chính Thành phố Duncanville, 203 E. Wheatland Rd., Duncanville, Texas. Các địa điểm bỏ phiếu và trung tâm bầu cử cho cuộc bầu cử sẽ là các Đơn vị bầu cử Quận Dallas nằm toàn bộ hoặc một phần trong phạm vi địa giới Thành phố. Địa điểm bỏ phiếu chính thức trong Ngày Bầu cử sẽ do Phòng Bầu cử Quận Dallas xác định trong hợp đồng tổ chức bầu cử chung. Vào Ngày Bầu cử, các điểm bỏ phiếu sẽ mở cửa từ 7 giờ sáng đến 7 giờ tối. Sau khi đã tham vấn với Quản trị viên Bầu cử Quận Dallas và xác định rằng việc thay đổi địa điểm hoặc thời gian bỏ phiếu là cần thiết, Thư ký Thành phố được quyền thay đổi địa điểm và thời gian bỏ phiếu mà không cần có thêm các hành động hay sự phê duyệt từ Hội đồng Thành phố.

MỤC 4 . Ông Heider Garcia, Quản trị viên Bầu cử được chỉ định làm thư ký bầu cử sớm theo quy định tại Mục 271.006 của Bộ luật Bầu cử Texas. Các phó thư ký bầu cử sớm khác sẽ được bổ nhiệm khi cần thiết để xử lý việc bỏ phiếu sớm qua thư và tổ chức bỏ phiếu sớm tại các điểm bỏ phiếu phụ. Việc bỏ phiếu sớm cũng sẽ được tổ chức tại địa điểm bỏ phiếu sớm chính hoặc tại bất kỳ Điểm Bỏ phiếu sớm phụ nào do Quận quản lý. Mọi cử tri đủ điều kiện tham gia cuộc Bầu cử Chung đều có thể bỏ phiếu sớm trực tiếp tại địa điểm bỏ phiếu sớm chính hoặc tại bất kỳ điểm bỏ phiếu phụ nào.

Việc bỏ phiếu sớm trực tiếp sẽ được tổ chức vào các ngày trong tuần, bắt đầu từ Thứ Hai, ngày 20 tháng 10 năm 2025 đến Thứ Sáu, ngày 24 tháng 10 năm 2025, từ 8 giờ sáng đến 5 giờ chiều; Thứ Bảy, ngày 25 tháng 10 năm 2025, từ 7 giờ sáng đến 7 giờ tối; Chủ Nhật, ngày 26 tháng 10 năm 2025, từ 12 giờ trưa đến 6 giờ chiều; từ Thứ Hai, ngày 27 tháng 10 năm 2025 đến Thứ Sáu, ngày 31 tháng 10 năm 2025, từ 7 giờ sáng đến 7 giờ tối theo quy định trong Thỏa thuận Bầu cử Chung. Mọi cử tri đủ điều kiện tham gia cuộc Bầu cử Chung đều có thể bỏ phiếu sớm trực tiếp tại địa điểm bỏ phiếu sớm chính hoặc tại bất kỳ điểm bỏ phiếu phụ nào.

ĐỊA ĐIỂM BỎ PHIẾU SỚM CHÍNH

George L. Allen Sr. Courts Building
600 Commerce Street
Dallas, Texas 75202

CÁC ĐỊA ĐIỂM BỎ PHIẾU SỚM TẠI CHI PHỤ:

Thư viện/Trung tâm Cộng đồng Duncanville
201 James Collins Blvd.
Duncanville, Texas 75116

Các địa điểm, ngày và giờ bỏ phiếu sớm tại các điểm bỏ phiếu sớm phụ sẽ do Phòng Bầu cử Quận Dallas quyết định, được công bố trong thông báo bầu cử và đăng tải trên trang web tại địa chỉ www.dallascountyvotes.org. Các địa điểm bỏ phiếu sớm phụ có thể thay đổi

BỎ PHIẾU SỚM QUA THƯ:

Heider Garcia, Quản trị viên Bầu cử
Phòng Bầu cử Quận Dallas
1520 Round Table Dr.
Dallas, Texas 75247

Email: evapplications@dallascounty.org
Fax: 214-819-6301

Đơn đăng ký có thể gửi bất cứ thời điểm nào trong năm bầu cử. Hạn chót để thư ký bầu cử sớm nhận đơn đăng ký là ngày 23 tháng 10 năm 2025 (ngày thứ mười một trước Ngày Bầu cử). Hạn chót đối với Đơn Đăng ký nhận Bưu thiệp Liên bang cũng trùng với hạn chót nhận đơn đăng ký nhận phiếu bầu qua thư.

Tất cả các yêu cầu nhận phiếu bầu sớm qua thư được Thành phố Duncanville tiếp nhận sẽ được nhân viên chuyển thư vận chuyển đến Heider Garcia, Quản trị viên Bầu cử ngay trong ngày nhận được.

MỤC 5 . Mọi nghị quyết hoặc các phần của các nghị quyết đang có hiệu lực tại thời điểm các quy định của Nghị quyết này bắt đầu có hiệu lực có nội dung không phù hợp hoặc mâu thuẫn với các điều kiện và điều khoản được quy định trong Nghị quyết này sẽ bị bãi bỏ nhưng chỉ trong phần có nội dung mâu thuẫn đó.

MỤC 6 . Nếu có bất kỳ phần, câu hoặc cụm từ nào của Nghị quyết này bị xác định là bất hợp pháp, vô hiệu hoặc không thể thi hành, tính hợp lệ của các phần còn lại trong Nghị quyết này sẽ không bị ảnh hưởng. Không phần nào của Nghị quyết này bị vô hiệu hóa hoặc mất hiệu lực do một phần khác bị tuyên là vô hiệu. Tất cả các điều khoản trong Nghị quyết này được tuyên bố là có thể tách rời.

MỤC 7 . Nghị quyết này có hiệu lực ngay sau khi được thông qua và đăng công báo phần tiêu đề theo quy định của pháp luật hiện hành.

THÀNH PHỐ DUNCANVILLE, TEXAS

_____
Greg Contreras, Thị trưởng

CHỨNG THỰC:

_____
Chiquita Taylor, Thư Ký Thành Phố

Phê duyệt về hình thức:

_____
Robert Hager, Luật sư Thành phố

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider an appointment to fill a vacancy on the Planning and Zoning Commission due to a resignation and the removal of a member from Keep Duncanville Beautiful.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
The City Council held Special Meetings to interview each of the new applicants and the applicants requesting a new board. Once appointments have been approved by the City Council, the new terms for each will begin immediately.

POLICY EXPLANATION:
City Council will need to formally appoint citizens to the Zoning Board of Adjustment, City Planning & Zoning, Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and TIF (Tax Increment Financing Reinvestment Zone Number
One) to fill the vacancies by resignations or removals.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-502 - Board and Commission Appointment and Removal - Pdf (1)

RESOLUTION NO. 2025-502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT AND REMOVAL OF THE BOARD AND COMMISSIONS MEMBERS WHICH ARE SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND MEMBERS SHALL SERVE UPON SUCCESSFUL QUALIFICATION AND AFTER TAKING THE OATH; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Duncanville, Texas has different Board and Commissions including Zoning Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and Tax Increment Financing Reinvestment Zone Number One (TIF #1); and

WHEREAS, each year the Board and Commission members are given the opportunity to request reappointment to their current board and commission; and

WHEREAS, appointments to vacancies on the City's various Board and Commissions are made each year by the end of the month of August and to fill any vacancies due to resignation, and

WHEREAS, the City Council of the City of Duncanville, Texas finds it to be in the public interest to make appointments to fill said vacancies.

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

SECTION 1. The City Council hereby approves the appointment and removal of the Board and Commission, which are set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and appointed members shall serve upon successful qualification and taking the oath.

SECTION 2. The Resolution shall take effect immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

City Council B&C Vacancies

City Planning and Zoning Commission
Appointment for 1-Year Terms 2025-2026
1. Izaiah (Martin) Salazar

Board Removals

Keep Duncanville Beautiful
1. Martha Vasquez

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider a resolution authorizing a one-year contract for investment consulting services with Valley View Consulting, LLC, with an option to renew for up to three (3) additional years, with an estimated annual expenditure in the amount of $50,000.

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:
Richard Jackson, CFO

BACKGROUND/HISTORY:
The City of Duncanville first began working with Valley View Consulting in 2003 and continues to maintain a strong relationship with them. Staff is satisfied with Valley View Consulting, LLC, and recommends approving a one-year agreement with an option to renew for up to three additional years.
The highlights of the contract include:

- Termination: standard "without cause" termination by both parties
- Adhere to the rules and regulations of Securities and Exchange Commission -registered investment advisors
- The City shall make all decisions regarding purchase and sale of investments

Scope of the work includes, but is not limited to:

- Suggest appropriate investment strategies to achieve the City's objectives,
- Advise the city on market conditions, general information, and economic data
- Analyze risk/return relationships between various invest alternatives,
- Assist in the selection, purchase, and sale of investments, and
- Advise on the investment of bond funds.
- The Advisor shall not have discretionary investment authority of the Investable Funds.

FUNDING SOURCE:

ORG and Object Number
01022000-700450 (Accounting & Reporting - Contractual Services)

Available Budget	Purchase Amount	After Encumber
$61,466.79	$50,000.00	$11,466.79

ACTION ALTERNATIVES:

a. Approve the Valley View Consulting Agreement with renewal options and related expenditures in the amount of $50,000.
b. Do not approve the Valley View Consulting Agreement with renewal options and related expenditures in the amount of $50,000.
c. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-508 - Contract with Valley View Consulting, LLC - Pdf
IA Agreement 2025_Duncanville

RESOLUTION NO. 2025-508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH VALLEY VIEW CONSULTING, LLC WITH AN OPTION TO RENEW FOR UP TO 3 ADDITIONAL YEARS, WITH AN ANTICIPATED ANNUAL EXPENDITURE IN THE AMOUNT OF $50,000; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID AGREEMENT AND EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act (PFIA), Chapter 2256 provides for the investment of public funds; and

WHEREAS, it is in the best interest of the City of Duncanville (City) to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the PFIA; and

WHEREAS, investment advisors possess knowledge, expertise and specialization, providing investment information and recommendations related to complying with the PFIA, developing appropriate investment policies and strategies, monitoring market conditions, overseeing risk/return analysis, and diversification of the portfolio; and

WHEREAS, Valley View Consulting, LLC, an SEC registered investment advisor, has submitted a proposal to provide non-discretionary management of the City's investment portfolio; and

WHEREAS, investment advisory service is a professional service, and as such, bidding requirements are not applicable; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to enter into a one-year professional services agreement with Valley View Consulting, LLC, with an option to renew for up to three (3) additional years, with an anticipated annual expenditure in the amount of $50,000; and authorize the City Manager, or designee, to execute the necessary documents related to said agreement and expenditure.

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, does hereby authorize a one-year professional services agreement with Valley View Consulting, LLC, with an option to renew for up to three (3) additional years, and further authorizes

the City Manager, or designee, to execute the necessary documents related to said agreement and expenditure.

SECTION 2. As a continuing obligation, an annual expenditure anticipated to be in the amount of $50,000 is authorized from the General Fund for the purpose of investment advising services to the City of Duncanville;

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

AGREEMENT
BY AND BETWEEN
THE CITY OF DUNCANVILLE, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the City of Duncanville (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.

2. The Advisor agrees to provide professional services as requested by the Investor while adhering to the rules and regulations of Securities and Exchange Commission-registered investment advisors.

3. The Advisor, if so requested, is prepared to perform the following duties, as requested:

   a. Assist the Investor in developing cash flow projections,

   b. Suggest appropriate investment strategies to achieve the Investor's objectives,

   c. Advise the Investor on market conditions, general information and economic data,

   d. Analyze risk/return relationships between various investment alternatives,

   e. Attend occasional meetings as requested by the Investor,

   f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,

   g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

   h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

   i. Assist the Investor in creating monthly portfolio accounting reports, and

   j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

a. Compensate the Advisor for all services rendered and expenses incurred as set forth in Appendix A attached hereto,

b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct or omission; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Advisor agrees that Investor has not waived its immunity from suit or liability by entering into or performing under this Agreement. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. All expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until September 30, 2027 with the option of the Investor to extend this Agreement in one or two-year increments thereafter. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and act with respect to any of its other clients which may differ from advice given to the Investor. The Investor agrees to coordinate with

and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients. Notwithstanding, Advisor represents to Investor that it has, and will maintain during the term of this Agreement, sufficient personnel to perform professional services in a timely and responsive manner.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

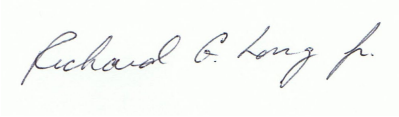
1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering this written contract, or

2) _____ Investor received a written copy of Form ADV Park 2 at the time of entering this contract and has the right to terminate this contract without penalty within five business days after entering this contract.

3) __X__ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified. Acceptance will be indicated on one executed copy sent to Advisor.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Duncanville, Texas.

By: _____

Title: _____

Date: _____

APPENDIX A

REQUESTED SERVICES, FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by the Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a tiered annual fee:

Average Portfolio Quarter End Book Value	**Annual Fee**
First $50 million	0.050% (5 basis points)
Balances above $50 million	0.040% (4 basis points)

Said fee shall be due and payable at the end of each investment quarter.

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of the Agreement Fee.

Any other services requested by the Investor will include appropriate fees and expenses as mutually agreed to by the Investor and the Advisor at the time of request.

Said fees include all costs related to the requested services, and all travel and business expenses related to attending occasional meetings. Travel and business expenses for special meetings or requests of the Investor will be reimbursed by the Investor to the Advisor, to the extent any such expenses have been pre-approved by the Investor.

Any other fees retained by the Advisor in connection with services provided to the Investor shall be disclosed to the Investor.

AGREEMENT
BY AND BETWEEN
THE CITY OF DUNCANVILLE, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

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   a. Assist the Investor in developing cash flow projections,

   b. Suggest appropriate investment strategies to achieve the Investor's objectives,

   c. Advise the Investor on market conditions, general information and economic data,

   d. Analyze risk/return relationships between various investment alternatives,

   e. Attend occasional meetings as requested by the Investor,

   f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,

   g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

   h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

   i. Assist the Investor in creating monthly portfolio accounting reports, and

   j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

a. Compensate the Advisor for all services rendered and expenses incurred as set forth in Appendix A attached hereto,

b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct or omission; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Advisor agrees that Investor has not waived its immunity from suit or liability by entering into or performing under this Agreement. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. All expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until September 30, 2027 with the option of the Investor to extend this Agreement in one or two-year increments thereafter. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and act with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with

and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients. Notwithstanding, Advisor represents to Investor that it has, and will maintain during the term of this Agreement, sufficient personnel to perform professional services in a timely and responsive manner.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

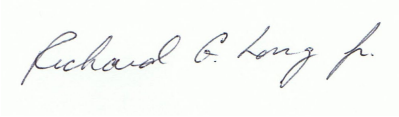
1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering this written contract, or

2) _____ Investor received a written copy of Form ADV Park 2 at the time of entering this contract and has the right to terminate this contract without penalty within five business days after entering this contract.

3) __X__ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified. Acceptance will be indicated on one executed copy sent to Advisor.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Duncanville, Texas.

By: _____

Title: _____

Date: _____

APPENDIX A

REQUESTED SERVICES, FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by the Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a tiered annual fee:

Average Portfolio Quarter End Book Value	**Annual Fee**
First $50 million	0.050% (5 basis points)
Balances above $50 million	0.040% (4 basis points)

Said fee shall be due and payable at the end of each investment quarter.

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of the Agreement Fee.

Any other services requested by the Investor will include appropriate fees and expenses as mutually agreed to by the Investor and the Advisor at the time of request.

Said fees include all costs related to the requested services, and all travel and business expenses related to attending occasional meetings. Travel and business expenses for special meetings or requests of the Investor will be reimbursed by the Investor to the Advisor, to the extent any such expenses have been pre-approved by the Investor.

Any other fees retained by the Advisor in connection with services provided to the Investor shall be disclosed to the Investor.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider an Ordinance amending the FY 2024-2025 budget by appropriating fund balance resources and revenue received in the General, Utility, IT Replacement, and the One-Time Project Funds.

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 this ordinance is to appropriate excess fund balance resources in the General Fund to cover one-time projects and replacements requested for the FY 2026 proposed budget year. Additionally, Trinity River Authority (TRA) and Dallas Water Utilities (DWU) expenditures are higher than the budget projection.

Staff has briefed the City Council at the July 29th Budget Workshop meeting on this request.

001 - GENERAL FUND
Expenditure Amendment includes:

- Transfer from excess fund balance in the amount of $1,239,986 to cover one-time project requests and IT Replacements for the upcoming FY 2026 Proposed Budget.

Projects include:

ITEMS	DESCRIPTION	DEPARTMENT	AMOUNT
IT Computer/Equipment Replacements	Annual amount of planned computer and mobile units (PD, FIRE) replacements	Various	$113,000
Traffic Operations - Computer/tablet replacements	Traffic Operations computers and tablets not a part of the City's network or managed by IT.	Traffic	$11,400
Street Maintenance	Reserve an amount towards annual street maintenance projects	Street	$200,000
School Zone and Sign Replacements	School Zone Signs and Traffic Signs Materials for replacement	Traffic	$48,502
Vivids Cameras + UPS (every 5yrs)	Video Detection cameras at 1 intersection and Alpha UPS inverter replacements. Inverter has to replaced every 5 years	Traffic	$58,384
Cellular Renewal (every 5 yrs)	Cell Service to 10 traffic signal connected vehicle locations10 X $3750. Renewed every 5 years	Traffic	$37,500
Traffic Cabinet Replace (3)	Replacement of 3 traffic cabinets	Traffic	$53,700
PARKS CREW - 2 F250 + TRAILERS	Purchase of 2 trucks and 2 trailers for new mowing crew. FY 2026 budget assumes 6 FTEs	Parks	$150,000
Mowers	2 mowers for the crew. One for athletic fields and the other for parks and city grounds	Parks	$145,000
IT SECURITY APPLIANCE	Hardware for security and monitoring of city and police networks	IT	$144,000
DIGITIZE Paper Documents	Project to digitize all remaining paper documents for archive and searchability. This is split 1/2 in one time project funds and 1/2 in utility funds	General Government	$172,500
HSIP Wheatland TxDot - City Match	20% match by City for TxDot project - Wheatland Road Traffic Safety improvements program	Public Works	$110,000
TOTAL			**$1,239,986**
	IT REPLACEMENT FUND		**$124,400**
	ONE-TIME PROJECTS		**$1,115,586**

Total amendment to expenses is $1,239,986. This results in a projected net decrease to fund balance of $2,604,946, including previous amendment requests; Ordinance 2532 approved in November 2024, for one-time expenses and the City Hall/Police generator, and Ordinance 2540.

FY 25 Audited Beginning Fund Balance	$ 22,504,253
Projected Net Decrease (including previous amendments)	($ 2,604,946)
FY 25 Projected Ending Balance	$19,899,307

PER FUND BALANCE POLICY

Minimum 90 Day Balance	
Maximum 150 Day Balance	$17,455,606
Excess Balance Remaining	$2,443,701

002 - UTILITY FUND

Trinity River Authority sent a "settle-up" refund from FY 2024. If actual flows are less than projected, a refund is received. The City received a $1.2 million refund. The expenditure amendment is to cover the shortage to pay for the remainder of the year in Dallas Water Utilities and Trinity River Authority for August and September. The TRA will change its billing as of September 1, meaning the City typically sees an increase. In FY 2024 this increase was 10%. This amendment request assumes a similar increase for September.

The amount requested is $969,216. The refund sufficiently covers the increase in expenditures.

The remaining amendments are for the IT Replacement and One-Time Project Funds to show the transfer as revenue into the funds.

235 - COURT TECHNOLOGY FUND

The Court Technology Fund is special use fund with revenue collected from fees from issued citations. Expenditures are rare from this fund as they must be specific to court-related technology. The court is working through the implementation of Tyler and New In Blue (in conjunction with Police). There is additional add-on software requested that will provide online signature capabilities and it has a credit card processing component. The total cost is $15,000 as it budgeted in this fund moving forward.

POLICY EXPLANATION:

The Texas Local Government Code 102.010 allows for changes to the municipality's budget necessary for operations. Additionally, the City Council must approve budgetary amendments and a copy of the amendment shall be filed with the City Secretary's Office by law.

FUNDING SOURCE:

ORG and Object Number

NA

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

ACTION ALTERNATIVES:

1. Approve the FY 2024-2025 Budget Amendment as presented.
2. Do not approve the FY 2024-2025 Budget Amendment
3. Other actions as directed by Council.

ATTACHMENTS:

Ordinance 2542 - Budget Amendments

ORDINANCE NO. 2542

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2024-2025 BUDGET BY APPROPRIATING FUND BALANCE RESOURCES AND REVENUES RECEIVED AND AMENDING EXPENDITURES FOR THE GENERAL, UTILITY, IT REPLACEMENT, AND ONE-TIME PROJECT FUNDS; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2024-2025 Budget by Ordinance 2523 on September 17, 2024; and

WHEREAS, the Texas Local Government Code 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budgets as deemed necessary for municipal purposes; and

WHEREAS, the requested amendments are for funds, as referenced in "Exhibit A"; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for the Fiscal Year 2024-2025.

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

SECTION 1. The budget and fund accounts adopted therein for the Fiscal Year 2024-2025 shall be, and are hereby, amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

SECTION 2. The balance of the budget, as amended, except as amended herein, shall be in full force and effect.

SECTION 3. A copy of the Budget Amendment will be provided to the City Secretary's Office as required by law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

001 - GENERAL FUND
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 08.05.2025

REVENUES	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
50 - PROPERTY TAXES	22,425,375	22,939,008		22,939,008
51 - SALES & OTHER TAXES	6,009,691	10,237,445		10,237,445
52 - PERMITS & LICENSES	608,565	763,525		763,525
53 - FINES & FEES	245,864	313,600		313,600
54 - INTERGOV REVENUES	142,036	350,810		350,810
55 - INTEREST	1,620,509	1,500,000		1,500,000
56 - FRANCHISE FEE REV	999,957	1,785,000		1,785,000
57 - CHARGES FOR SERVICES	1,240,620	1,314,000		1,314,000
58 - TRANSFER FROM FUNDS	2,330,558	2,802,670		2,802,670
59 - OTHER SOURCES	285,159	469,250		469,250
TOTAL REVENUES	**$35,908,333**	**$42,475,308**	-	**$42,475,308**

EXPENSES	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
60 - SALARY AND BENEFITS	21,340,264	27,701,813		27,701,813
72 - SUPPLIES & MATERIALS	1,925,085	2,852,821		2,852,821
73 - CONTRACT & PROF SVCS	5,109,836	8,864,290		8,864,290
74 - MAINT & REPAIR SVCS	1,018,173	1,739,062		1,739,062
75 - UTILITIES	840,065	1,125,733		1,125,733
76 - CAPITAL OUTLAY	439,249	560,751		560,751
78 - TRANSFER TO FUNDS	793,274	1,053,312	1,239,986	2,293,298
79 - OTHER FINANCING USES	698	57,515		57,515
TOTAL EXPENDITURES	**$31,465,248**	**$43,840,268**	$1,239,986	**$45,080,254**
NET REVENUE OVER / (UNDER) EXPENDITURES	**$4,443,085**	**($1,364,960)**	**($1,239,986)**	**($2,604,946)**
BEGINNING FUND BALANCE		**$22,504,253**		**$22,504,253**
ENDING FUND BALANCE PROJECTED		**$21,139,293**		**$19,899,307**
Targeted Reserve - 90 Days (25%)				
Maximum Reserve - 150 Days (41%)				$17,455,606
Excess Amount Over Maximum				$2,443,701

* See next page for list of projects

FUND BALANCE APPROPRIATION TOWARDS FY 2026 PROPOSED PROJECTS

ITEMS	DESCRIPTION	Department	Amount
IT Computer/Equipment Replacements	Annual amount of planned computer and mobile units (PD, FIRE) replacements	Various	$113,000
Traffic Operations - Computer/tablet replacements	Traffic Operations computers and tablets not a part of the City's network or managed by IT.	Traffic	$11,400
Street Maintenance	Reserve an amount towards annual street maintenance projects	Street	$200,000
School Zone/Sign Replacements	School Zone Signs and Traffic Signs Materials for replacement	Traffic	$48,502
Vivids Cameras + UPS (every 5yrs)	Video Detection cameras at 1 intersection and Alpha UPS inverter replacements. Inverter has to replaced every 5 years	Traffic	$54,384
Cellular Renewal (every 5 yrs)	Cell Service to 10 traffic signal connected vehicle locations10 X $3750. Renewed every 5 years	Traffic	$37,500
Traffic Cabinet Replace (3)	Replacement of 3 traffic cabinets	Traffic	$53,700
PARKS CREW - 2 F250 + TRAILERS	Purchase of 2 trucks and 2 trailers for new mowing crew. FY 2026 budget assumes 6 FTEs	PARKS	$150,000
MOWERS	2 mowers for the crew. One for athletic fields and the other for parks and city grounds	PARKS	$145,000
IT SECURITY APPLIANCE	Hardware for security and monitoring of city and police networks	IT	$144,000
DIGITIZE Paper Documents	Project to digitize all remaining paper documents for archive and searchability. This is split 1/2 in one time project funds and 1/2 in utility funds	General Government	$172,500
HSIP Wheatland TxDot - City Match	20% match by City for TxDot project - Wheatland Road Traffic Safety improvements program	Public Works	$110,000
FUND BALANCE REQUEST			**$1,239,986**
ONE-TIME PROJECT FUND (041)			$1,115,586
IT REPLACEMENT (032)			$124,400

002 - WATER/SEWER UTILITY FUND SUMMARY

FY 2024-25 BUDGET AMENDMENTS - 08.05.2025

REVENUES	ACTUAL FY 23-24	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
53 - FINES & FEES	7,280	4,830	4,000		4,000
54 - INTERGOV REVENUES	0	0	600		600
55 - INTEREST	425,515	270,875	105,100		105,100
57 - CHARGES FOR SERVICES	20,522,133	15,282,688	22,670,060		22,670,060
59 - OTHER SOURCES	892,715	1,270,970	67,777	1,270,970	1,338,747
TOTAL REVENUES	**$21,847,643**	**$16,829,362**	**$22,847,537**	1,270,970	**$24,118,507**

EXPENSES	ACTUAL FY 23-24	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
60 - SALARY AND BENEFITS	2,528,074	1,731,323	2,311,758		2,311,758
71 - OFFSET EXP ACCOUNTS	64,705	0	0		0
72 - SUPPLIES & MATERIALS	334,026	279,566	646,051		646,051
73 - CONTRACT & PROF SVCS	10,685,795	8,989,907	11,207,576	969,216	12,176,793
74 - MAINT & REPAIR SVCS	273,879	165,193	426,800		426,800
75 - UTILITIES	164,439	120,740	103,352		103,352
77 - DEBT SERVICES	96,047	0	0		0
78 - TRANSFER TO FUNDS	8,422,998	4,946,827	8,036,192		8,036,192
79 - OTHER FINANCING USES	108,306	0	0		
TOTAL EXPENDITURES	**$22,914,003**	**$16,233,556**	**$22,731,729**	$969,216	**$23,700,946**
NET REVENUE OVER / (UNDER) EXPENDITURES	**($1,066,361)**	**$595,807**	**$115,808**	**$301,754**	**$417,561**
BEGINNING FUND BALANCE			**$11,568,235**		**$11,568,235**
ENDING FUND BALANCE PROJECTED	**$11,568,235**		**$11,684,043**		**$11,985,796**

Targeted Reserve - 90 Days (25%)	
Maximum Reserve - 150 Days (41%)	$9,341,807
Excess Amount Over Maximum	$2,643,990

Trinity River Authority sent a "settle-up" refund from FY 2024. If actual flows are less than projected, a refund is received. The City received a $1.2 million refund. The expenditure amendment is to cover the shortage to pay for the remainder of the year in Dallas Water Utilities and Trinity River Authoriy for August and September. The TRA will change its billing as of September 1, meaning the City typically sees an increase. In FY 2024 this increase was 10%. This amendment request assumes a similar increase for September.

IT REPLACEMENT FUND
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 08.05.2025

	ACTUAL FY 23-24	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	0	0	0		
59 - OTHER SOURCES	155,177	0	0	124,400	124,400
Revenue Total	**155,177**	**0**	**(0)**	**124,400**	**124,400**
Expense					
72 - SUPPLIES & MATERIALS	60,108	14,404	132,275		132,275
76 - CAPITAL OUTLAY	0	0	0		
Expense Total	**60,108**	**14,404**	**132,275**	$0	**$132,275**
REVENUES OVER (UNDER) EXPENSES	**$95,069**	**($14,404)**	**($132,275)**	**($124,400)**	**($7,875)**
BEGINNING FUND BALANCE			**$304,268**		**$304,268**
ENDING FUND BALANCE PROJECTED	**$304,268**		**$171,993**		**$296,393**

041 - ONE-TIME PROJECTS
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 08.05.2025

	ACTUAL FY 23-24	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	0	0	0	1,115,586	1,115,586
Revenue Total	**0**	**0**	**(0)**	**1,115,586**	**1,115,586**
Expense					
72 - SUPPLIES & MATERIALS	97,088	16,986	31,186		31,186
73 - CONTRACT & PROF SVCS	10,798	161,209	260,010		260,010
74 - MAINT & REPAIR SVCS	0	0	0		0
76 - CAPITAL OUTLAY	505,149	61,157	90,000		90,000
78 - TRANSFER TO FUNDS	0	0	0		0
Expense Total	**613,034**	**239,352**	**381,196**	**0**	**381,196**
REVENUES OVER (UNDER) EXPENSES	**($613,034)**	**($239,352)**	**($381,196)**	**($1,115,586)**	**$734,390**
BEGINNING FUND BALANCE			**$923,144**		**$541,948**
ENDING FUND BALANCE PROJECTED	**$923,144**		**$541,948**		**$1,276,338**

235 - COURT TECHNOLOGY
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 08.05.2025

	ACTUAL FY 23-24	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
53 - FINES & FEES	6,270	4,736	7,500		7,500
Revenue Total	**6,270**	**4,736**	**7,500**	**(0)**	**7,500**
Expense					
72 - SUPPLIES & MATERIALS	0	0	0	15,000	15,000
73 - CONTRACT & PROF SVCS	0	0	0		
74 - MAINT & REPAIR SVCS	0	0	250		
Expense Total	**0**	**0**	**250**	**15,000**	**15,000**
REVENUES OVER (UNDER) EXPENSES	**$6,270**	**$4,736**	**$7,250**	**($15,000)**	**($7,500)**
BEGINNING FUND BALANCE			**$55,450**		**$55,450**
ENDING FUND BALANCE PROJECTED	**$55,450**		**$62,700**		**$47,950**

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider a Resolution to approve the City of Duncanville entering into a twelve (12) month contract with The Cigna Group for employee and retiree medical and dental insurance.

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:
Ashley Jacobs, Human Resources Director
Tracy Alexander-Nichols, Human Resources Manager

BACKGROUND/HISTORY:
In June 2025, the City of Duncanville Procurement team partnered with HUB International, Benefit Broker, to release RFP #25-0022, Fully Insured Medical and Dental Insurance Services, for medical and dental claims administration. All responses were due July 2025; six (6) total responses were received, and from that list, two (2) finalists were confirmed--current TPA (third party administrator) Blue Cross Blue Shield of Texas and The Cigna Group (Cigna).

After a detailed review of both proposals, led by HUB International, across seven (7) factors, including: cost, financial stability, communication, claims processing, claims management reports, integrated systems/technology, and references, it was determined that Cigna should be retained. Cost, provider matches (minimal medical plan disruption), and market share rates across DFW were the driving factors in all decision making.

As a follow up and continuance of the discussion on Tuesday, July 29, updating City Council on the best and final medical and dental insurance proposals received from RFP #25-0022, Fully Insured Medical and Dental Insurance Services, Human Resources is respectfully requesting the approval of entering into a twelve (12) month contract with Cigna to act as TPA for all medical and dental insurance claims administration for all active employees, dependents, and retirees effective October 01, 2025.

POLICY EXPLANATION:
The City of Duncanville renews Medical Insurance Administration once a year. The recommended contract effective date is October 01, 2025 through September 30, 2026.

Each departmental budget houses the funding sources for medical premiums in object number 600112 based on headcounts and employee elections made at the time of Annual Benefits Open Enrollment. The amount below is the total cost between the city and employee contributions.

FUNDING SOURCE:

ORG and Object Number
Various Orgs - 600112 (Insurance)

Available Budget	Purchase Amount	After Encumber
$3,156,049	$3,156,049	$0

ACTION ALTERNATIVES:
1. Approved funding in the amount of $3,156,049 to pay medical and dental premiums for employees, dependents, and retirees.
2. Other actions as directed by Duncanville City Council.

ATTACHMENTS:
HUB Eval Grid - 25-0022 Fully Insured Dental Services
HUB Eval Grid - 25-0022 Fully Insured Medical Services
HUB Eval Grid - 25-0022 Fully Insured Medical and Dental Services
A2. City of Duncanville Cigna Medical Matching Proposal
City of Duncanville - Cigna Medical BAFO Proposal
B1. 2025 Dental Proposal Presale CP - City of Duncanville
Resolution No. - 2025-507 - Employee and Retiree Medical and Dental Insurance - Pdf

RFQ 25-0022 FULLY INSURED DENTAL SERVICES								
Evaluation Sheet - Dental Services								
DESCRIPTION OF FACTORS	**MAXIMUM SCORE**	**Cigna**	**Blue Cross and Blue Shield of Texas**	**Humana**	**Aetna**	**TML**	**United Health Care**	**UCCI**
Did the Firm meet the Mandatory minimum requirements?	**YES / NO**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
EVALUATION FACTORS								
1) Costs - fixed cost to include:insurance and administrative; variable cost to include cost stated as a percentage of paid claims, cost management, and ability to reduce claims expense	25	**25**	**24**	**24**	**23**	**23**	**18**	**10**
2) Financial Stability (insurance company and AM Best rating	20	**20**	**20**	**20**	**20**	**20**	**20**	**20**
3) Communication - to includd educational materials for employees, summary plan description capabilities, administrative kits for locations	5	**5**	**5**	**5**	**5**	**5**	**5**	**5**
4) Claims Processing - turnaround time excluding medical review of claims, pended claims procedures, statistical accuracy, general service procedures, willingness to contractually establish performance criteria	25	**25**	**25**	**25**	**25**	**25**	**25**	**25**
5) Claim Management Reports - frequency and format of claims reports are the utmost importance	10	**10**	**10**	**10**	**10**	**10**	**10**	**10**
6) Integrated Systems/Technology Initiative - software linked to database : eligibility, utilization review, claims fundtion, claims payments, electronic claims inquiry.	10	**10**	**10**	**10**	**10**	**10**	**10**	**10**
7) References	5	**5**	**5**	**5**	**5**	**5**	**5**	**5**
		100	**99**	**99**	**98**	**98**	**93**	**85**
	RANKING:	**1**	**2**	**2**	**3**	**4**	**5**	**6**
Comments regarding the award score, if any:								
BCBS - great response, excellent experience, slight price increase, only offered 33k to bundle dental with medical								
Cigna - excellent response, great experience, and offered an **$150k credit** to bundlle Dental with Medical								
United Healthcare - large firm, excellent work, and pricing was not competitive								
All others - good reponses pricing was not compeitive, and some less than optional processing and administration								
Evaluator's Name:	Ashley Jacobs, Director of Human Resources			Evaluator's Name:	Elton D. Brock,Chief Procurement Officer			
Evaluator's Name:	Tracy Nichols, Manager of Human Resources			Evaluator's Name:	Tia Pettis, Assistant Director -Fiscal Services			
Evaluator's Name:	Richard Jackson, Director of Fiscal Services			Evaluator's Name:	Jennifer Otey, Budget Officer			

RFQ 25-0022 FULLY INSURED MEDICAL SERVICES

Evaluation Sheet - Medical Services

DESCRIPTION OF FACTORS	MAXIMUM SCORE	Cigna	Blue Cross and Blue Shield of Texas	Aetna	United Health Care	Curative	TML
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes
EVALUATION FACTORS							
1) Costs - fixed cost to include:insurance and administrative; variable cost to include cost stated as a percentage of paid claims, cost management, and ability to reduce claims expense	25	25	19	16	14	17	14
2) Financial Stability (insurance company and AM Best rating	20	20	20	20	20	20	20
3) Communication - to include educational materials for employees, summary plan description capabilities, administrative kits for locations	5	5	5	4	5	4	4
4) Claims Processing - turnaround time excluding medical review of claims, pended claims procedures, statistical accuracy, general service procedures, willingness to contractually establish performance criteria	25	25	25	25	25	20	15
5) Claim Management Reports - frequency and format of claims reports are the utmost importance	10	10	10	10	10	7	7
6) Integrated Systems/Technology Initiative - software linked to database : eligibility, utilization review, claims fundtion, claims payments, electronic claims inquiry.	10	10	10	10	10	7	7
7) References	5	5	5	5	5	5	5
		100	94	90	89	80	72
	RANKING:	1	2	3	4	5	6

Comments regarding the award score, if any:

BCBS - great response, excellent experience, price increase above current costs at 10% higher

Cigna - excellent response, lots of DFW market share, 98.2 % current coverage rate for medical providers, and price would represent **a $350k savings to the City**

United Healthcare - large firm, excellent work, and pricing was not competitive

All others - good reponses pricing was not compeitive, and some less market coverage for medical providers

Evaluator's Name: Ashley Jacobs, Director of Human Resources	Evaluator's Name: Elton D. Brock,Chief Procurement Officer
Evaluator's Name: Tracy Nichols, Manager of Human Resources	Evaluator's Name: Tia Pettis, Assistant Director -Fiscal Services
Evaluator's Name: Richard Jackson, Director of Fiscal Services	Evaluator's Name: Jennifer Otey, Budget Officer

RFQ 25-0022 FULLY INSURED MEDICAL SERVICES

Evaluation Sheet - Medical Services

DESCRIPTION OF FACTORS	MAXIMUM SCORE	Cigna	Blue Cross and Blue Shield of Texas	Aetna	United Health Care	Curative	TML
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes
EVALUATION FACTORS							
1) Costs - fixed cost to include:insurance and administrative; variable cost to include cost stated as a percentage of paid claims, cost management, and ability to reduce claims expense	25	25	19	16	14	17	14
2) Financial Stability (insurance company and AM Best rating	20	20	20	20	20	20	20
3) Communication - to include educational materials for employees, summary plan description capabilities, administrative kits for locations	5	5	5	4	5	4	4
4) Claims Processing - turnaround time excluding medical review of claims, pended claims procedures, statistical accuracy, general service procedures, willingness to contractually establish performance criteria	25	25	25	25	25	20	15
5) Claim Management Reports - frequency and format of claims reports are the utmost importance	10	10	10	10	10	7	7
6) Integrated Systems/Technology Initiative - software linked to database : eligibility, utilization review, claims fundtion, claims payments, electronic claims inquiry.	10	10	10	10	10	7	7
7) References	5	5	5	5	5	5	5
		100	94	90	89	80	72
	RANKING:	1	2	3	4	5	6

Comments regarding the award score, if any:

BCBS - great response, excellent experience, price increase above current costs at 10% higher

Cigna - excellent response, lots of DFW market share, 98.2 % current coverage rate for medical providers, and price would represent **a $350k savings to the City**

United Healthcare - large firm, excellent work, and pricing was not competitive

All others - good reponses pricing was not compeitive, and some less market coverage for medical providers

Evaluator's Name: Ashley Jacobs, Director of Human Resources

Evaluator's Name: Elton D. Brock,Chief Procurement Officer

Evaluator's Name: Tracy Nichols, Manager of Human Resources

Evaluator's Name: Tia Pettis, Assistant Director -Fiscal Services

Evaluator's Name: Richard Jackson, Director of Fiscal Services

Evaluator's Name: Jennifer Otey, Budget Officer

RFQ 25-0022 FULLY INSURED DENTAL SERVICES

Evaluation Sheet - Dental Services

DESCRIPTION OF FACTORS	MAXIMUM SCORE	Cigna	Blue Cross and Blue Shield of Texas	Humana	Aetna	TML	United Health Care	UCCI
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes
EVALUATION FACTORS								
1) Costs - fixed cost to include:insurance and administrative; variable cost to include cost stated as a percentage of paid claims, cost management, and ability to reduce claims expense	25	25	24	24	23	23	18	10
2) Financial Stability (insurance company and AM Best rating	20	20	20	20	20	20	20	20
3) Communication - to includd educational materials for employees, summary plan description capabilities, administrative kits for locations	5	5	5	5	5	5	5	5
4) Claims Processing - turnaround time excluding medical review of claims, pended claims procedures, statistical accuracy, general service procedures, willingness to contractually establish performance criteria	25	25	25	25	25	25	25	25
5) Claim Management Reports - frequency and format of claims reports are the utmost importance	10	10	10	10	10	10	10	10
6) Integrated Systems/Technology Initiative - software linked to database : eligibility, utilization review, claims fundtion, claims payments, electronic claims inquiry.	10	10	10	10	10	10	10	10
7) References	5	5	5	5	5	5	5	5
		100	99	99	98	98	93	85
	RANKING:	1	2	2	3	4	5	6
Comments regarding the award score, if any:								
BCBS - great response, excellent experience, slight price increase, only offered 33k to bundle dental with medical								
Cigna - excellent response, great experience, and offered an **$150k credit** to bundlle Dental with Medical								
United Healthcare - large firm, excellent work, and pricing was not competitive								
All others - good reponses pricing was not compeitive, and some less than optional processing and administration								
Evaluator's Name:	Ashley Jacobs, Director of Human Resources			Evaluator's Name:	Elton D. Brock,Chief Procurement Officer			
Evaluator's Name:	Tracy Nichols, Manager of Human Resources			Evaluator's Name:	Tia Pettis, Assistant Director -Fiscal Services			
Evaluator's Name:	Richard Jackson, Director of Fiscal Services			Evaluator's Name:	Jennifer Otey, Budget Officer			

EVALUATION COMMITTEE MEETING

RFP 25-0022 Fully Insured Medical and Dental Services

Briefing Room, City Hall

TBD

No.	NAME	Title
1	Elton Brock	Chief Procurement Officer
2	Tia Pettis	Assistant Director - Fiscal Services
3	Richard Jackson	Director - Fiscal Services
4	Jennifer Otey	Budget Officer
5	Ashley Jacobs	Director - Human Resources
6	Tracy Nichols	Manager - Human Resources
7	Andrew Wegar	HUB International -Broker of Record
8	Kristin Samaniego	HUB International -Broker of Record
9	Drew Herter	HUB International -Broker of Record
10	Brooke Spaniol	HUB International -Broker of Record

Cigna HealthCare

Financial Proposal

for

City of Duncanville

203 E Wheatland Rd
Duncanville, TX 75116
SIC Code: 9111

Total Eligible Employees:	298	**Participating Subscribers:**	271
Employer Contributions - Employee:	Multiple	**Employer Contributions - Dependent:**	Multiple
Waiting Period:			
Eligibility Definition:	Active Employees working 30 hrs		

Effective Date: October 01, 2025
Proprietary and Confidential

Note: The Quoted rates are subject to final Underwriting approval and, as noted below, are subject to change in the event of changes in benefits selected or changes in the risk factors upon which the Quoted Rates are based. In addition, state law may require regulatory approval of rates. If required regulatory approval has not been obtained on the proposed effective date, the healthplan shall use rates that are consistent with its then currently approved rating methodology and the quoted rates shall be effective immediately on the date for which they are approved for use. The Quoted Rates are guaranteed while the Group Service Agreement remains in effect until the next anniversary date, unless enrollment changes by 10% in which case Cigna HealthCare may change the Quoted Rate.

Date: June 26, 2025

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Proprietary and Confidential



Q4P1 GC Dual Option

Cigna PLAN OFFERED		
	Open Access Plus - NATIONAL OAP OAP Active	Open Access Plus - NATIONAL OAP OAP Retiree
Plan Offering	Dual Option	Dual Option
Plan Name	OAP Active (37693277)	OAP Retiree (37693289)
Medical Management Model	Included	Included
Health Advocacy	Excluded	Excluded
Situs	TX	TX
Funding	Fully Insured	Fully Insured
Cigna MEDICAL BENEFITS*		
Collective Deductible	NO	NO
Collective OOP	NO	NO
Deductible/OOP Max Accumulator	No Cross Accumulation	No Cross Accumulation
Variable Coinsurance Applies	YES	YES
Plan Deductible Order of Applicability	Benefit Copay, Plan Deductible, Coinsurance	Benefit Copay, Plan Deductible, Coinsurance
In-Network:		
Telehealth Copay	$0	$0
Office Copay - PCP	$25	$25
Office Copay - SPC	$50	$50
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Copay	None	None
Emergency Room Copay	$200	$200
Urgent Care Copay	$75	$75
Deductible - Individual	$2,000	$2,000
Deductible - Family	$4,000	$4,000
Out-of-Pocket - Individual	$4,000	$4,000
Out-of-Pocket - Family	$8,000	$8,000
Out-of-Pocket - Family - Individual Amount	$4,000	$4,000
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	100%	100%
Specialist Office Visits	100%	100%
Inpatient Hospital Facility	80%	80%
Outpatient Hospital Facility	80%	80%
Inpatient Professional Services	80%	80%
Outpatient Professional Services	80%	80%
Emergency Room	80%	80%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	100%	100%
Laboratory Services at an Independent Lab Facility	100%	100%
Radiology Services at an Outpatient Facility	100%	100%
Cigna Pathwell Specialty Drug Coinsurance	80%	80%
Other Medical Pharmaceutical Drug Coinsurance	80%	80%
Out of Network:		
Deductible - Individual	$4,000	$4,000
Deductible - Family	$12,000	$12,000
Out-of-Pocket - Individual	$14,000	$14,000
Out-of-Pocket - Family	$42,000	$42,000
Out-of-Pocket - Family - Individual Amount	$14,000	$14,000
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	50%	50%
Specialist Office Visits	50%	50%
Inpatient Hospital Facility	50%	50%
Outpatient Hospital Facility	50%	50%
Inpatient Professional Services	50%	50%
Outpatient Professional Services	50%	50%
Emergency Room	80%	80%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	50%	50%
Laboratory Services at an Independent Lab Facility	50%	50%
Radiology Services at an Outpatient Facility	50%	50%
Cigna Pathwell Specialty Drug Coinsurance	50%	50%
Other Medical Pharmaceutical Drug Coinsurance	50%	50%
Maximum Reimbursable Charge	Option 2	Option 2
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Deductible	None	None
MRC Fee Schedule Percentage (Professional)	110%	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%	110%
Pharmacy Benefits		
Pharmacy Network	Cigna 90 Now	Cigna 90 Now
Formulary/Prescription Drug List	Advantage	Advantage
Retail Generic Copay	$10	$10
Retail Pref Brand Copay	$35	$35
Retail Non Pref Brand Copay	$70	$70
Retail Generic Copay (90 Days)	$25	$25
Retail Pref Brand Copay (90 Days)	$88	$88
Retail Non Pref Brand Copay (90 Days)	$175	$175
Home Delivery Generic Copay	$25	$25
Home Delivery Pref Brand Copay	$88	$88
Home Delivery Non Pref Brand Copay	$175	$175
Pharmacy Deductible - Individual	None ($0)	None ($0)
Pharmacy OOP Maximum - Individual	Combined With Medical	Combined With Medical
Out-of-Pocket Adjuster Program	Excluded	Excluded

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Proprietary and Confidential



Q4P1 GC Dual Option

Cigna PLAN OFFERED	
	HSA Open Access Plus - NATIONAL OAP
	HSA Active
Plan Offering	Dual Option
Plan Name	HSA Active (37693276)
Medical Management Model	Included
Health Advocacy	Excluded
Situs	TX
Funding	Fully Insured
Cigna MEDICAL BENEFITS*	
Collective Deductible	NO
Collective OOP	NO
Deductible/OOP Max Accumulator	No Cross Accumulation
Variable Coinsurance Applies	NO
Plan Deductible Order of Applicability	Plan Deductible, Benefit Copay, Coinsurance
In-Network:	
Office Copay - PCP	None
Office Copay - SPC	None
Deductible - Individual	$3,300
Deductible - Family	$5,400
Individual - In a Family Amount Deductible	$3,300
Out-of-Pocket - Individual	$6,000
Out-of-Pocket - Family	$12,000
Out-of-Pocket - Family - Individual Amount	$6,000
Out-of-Pocket Max Deductible	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	80%
Cigna Pathwell Specialty Drug Coinsurance	80%
Other Medical Pharmaceutical Drug Coinsurance	80%
Adult Preventive Care Office Visit	100%, No Ded
Out of Network:	
Deductible - Individual	$5,000
Deductible - Family	$10,000
Individual - In a Family Amount Deductible	$5,000
Out-of-Pocket - Individual	$12,000
Out-of-Pocket - Family	$24,000
Out-of-Pocket - Family - Individual Amount	$12,000
Out-of-Pocket Max Deductibles	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	50%
Cigna Pathwell Specialty Drug Coinsurance	50%
Other Medical Pharmaceutical Drug Coinsurance	50%
MRC Fee Schedule Percentage (Professional)	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%
Pharmacy Benefits	
Pharmacy Network	Cigna 90 Now
Formulary/Prescription Drug List	Advantage
Retail Generic Copay	$10
Retail Pref Brand Copay	$35
Retail Non Pref Brand Copay	$70
Retail Generic Copay (90 Days)	$25
Retail Pref Brand Copay (90 Days)	$88
Retail Non Pref Brand Copay (90 Days)	$175
Home Delivery Generic Copay	$25
Home Delivery Pref Brand Copay	$88
Home Delivery Non Pref Brand Copay	$175
Pharmacy Deductible - Individual	Combined With Medical
Pharmacy OOP Maximum - Individual	Combined With Medical
Out-of-Pocket Adjuster Program	Excluded

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Proprietary and Confidential



Q4P1 GC Dual Option

Cigna PLAN OFFERED	
	HSA Open Access Plus - NATIONAL OAP
	HSA Retiree
Plan Offering	Dual Option
Plan Name	HSA Retiree (37693301)
Medical Management Model	Included
Health Advocacy	Excluded
Situs	TX
Funding	Fully Insured
Cigna MEDICAL BENEFITS*	
Collective Deductible	NO
Collective OOP	NO
Deductible/OOP Max Accumulator	No Cross Accumulation
Variable Coinsurance Applies	NO
Plan Deductible Order of Applicability	Plan Deductible, Benefit Copay, Coinsurance
In-Network:	
Office Copay - PCP	None
Office Copay - SPC	None
Deductible - Individual	$3,300
Deductible - Family	$5,400
Individual - In a Family Amount Deductible	$3,300
Out-of-Pocket - Individual	$6,000
Out-of-Pocket - Family	$12,000
Out-of-Pocket - Family - Individual Amount	$6,000
Out-of-Pocket Max Deductible	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	80%
Cigna Pathwell Specialty Drug Coinsurance	80%
Other Medical Pharmaceutical Drug Coinsurance	80%
Adult Preventive Care Office Visit	100%, No Ded
Out of Network:	
Deductible - Individual	$5,000
Deductible - Family	$10,000
Individual - In a Family Amount Deductible	$5,000
Out-of-Pocket - Individual	$12,000
Out-of-Pocket - Family	$24,000
Out-of-Pocket - Family - Individual Amount	$12,000
Out-of-Pocket Max Deductibles	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	50%
Cigna Pathwell Specialty Drug Coinsurance	50%
Other Medical Pharmaceutical Drug Coinsurance	50%
MRC Fee Schedule Percentage (Professional)	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%
Pharmacy Benefits	
Pharmacy Network	Cigna 90 Now
Formulary/Prescription Drug List	Advantage
Retail Generic Copay	$10
Retail Pref Brand Copay	$35
Retail Non Pref Brand Copay	$70
Retail Generic Copay (90 Days)	$25
Retail Pref Brand Copay (90 Days)	$88
Retail Non Pref Brand Copay (90 Days)	$175
Home Delivery Generic Copay	$25
Home Delivery Pref Brand Copay	$88
Home Delivery Non Pref Brand Copay	$175
Pharmacy Deductible - Individual	Combined With Medical
Pharmacy OOP Maximum - Individual	Combined With Medical
Out-of-Pocket Adjuster Program	Excluded

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Proprietary and Confidential

Q4P1 GC Dual Option

Cigna PLAN OFFERED		
	Open Access Plus - NATIONAL OAP	
Medical Choice	OAP Active	
Plan Offering	Dual Option	
Plan Name	OAP Active	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	OAP Active	
	#EE	Rates
Employee	76	$843.72
Emp + Spouse	13	$1,856.18
Emp + Child(ren)	28	$1,265.58
Emp + Family	23	$2,379.29
Monthly Billed Amount	140	$178,413
Monthly Billed Amount Per Product	$178,413	
Annual Billed Amount Per Product	$2,140,956	
TOTAL EE's	271	
TOTAL Monthly Billed Amount	$329,097	
TOTAL Annual Billed Amount	$3,949,159	

Cigna is also providing:

$80,000 as an upfront credit to the bill for dental selling alongside medical
$25,000 in wellness funds alongside our integrated incentive
$5,000 in technology/communication funds

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Proprietary and Confidential

Q4P1 GC Dual Option

Cigna PLAN OFFERED		
	HSA Open Access Plus - NATIONAL OAP	
Medical Choice	HSA Active	
Plan Offering	Dual Option	
Plan Name	HSA Active	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	HSA Active	
	#EE	Rates
Employee	64	$693.41
Emp + Spouse	2	$1,525.50
Emp + Child(ren)	24	$1,040.11
Emp + Family	9	$1,955.41
Monthly Billed Amount	99	$89,991
Monthly Billed Amount Per Product	$89,991	
Annual Billed Amount Per Product	$1,079,887	
TOTAL EE's		
TOTAL Monthly Billed Amount		
TOTAL Annual Billed Amount		

Cigna is also providing:

$80,000 as an upfront credit to the bill for dent
$25,000 in wellness funds alongside our integ
$5,000 in technology/communication funds

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Proprietary and Confidential

Q4P1 GC Dual Option

Cigna PLAN OFFERED		
	Open Access Plus - NATIONAL OAP	
Medical Choice	OAP Retiree	
Plan Offering	Dual Option	
Plan Name	OAP Retiree	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	OAP Retiree	
	#EE	Rates
Employee	19	$1,518.67
Emp + Spouse	3	$3,341.07
Emp + Child(ren)	1	$2,278.00
Emp + Family	1	$4,282.65
Monthly Billed Amount	24	$45,439
Monthly Billed Amount Per Product	$45,439	
Annual Billed Amount Per Product	$545,263	
TOTAL EE's		
TOTAL Monthly Billed Amount		
TOTAL Annual Billed Amount		

Cigna is also providing:

$80,000 as an upfront credit to the bill for dent
$25,000 in wellness funds alongside our integ
$5,000 in technology/communication funds

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Proprietary and Confidential

Q4P1 GC Dual Option

Cigna PLAN OFFERED		
	HSA Open Access Plus - NATIONAL OAP	
Medical Choice	HSA Retiree	
Plan Offering	Dual Option	
Plan Name	HSA Retiree	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	HSA Retiree	
	#EE	Rates
Employee	5	$1,248.32
Emp + Spouse	2	$2,746.31
Emp + Child(ren)	0	$1,872.48
Emp + Family	1	$3,520.27
Monthly Billed Amount	8	$15,254
Monthly Billed Amount Per Product	$15,254	
Annual Billed Amount Per Product	$183,054	
TOTAL EE's		
TOTAL Monthly Billed Amount		
TOTAL Annual Billed Amount		

Cigna is also providing:

$80,000 as an upfront credit to the bill for dent
$25,000 in wellness funds alongside our integ
$5,000 in technology/communication funds

PROPOSAL TERMS AND CONDITIONS for Proposal: Q4P1 GC Dual Option

A. General Terms of this Proposal

Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group medical and pharmacy benefit plan (the "Plan") sponsored by City of Duncanville. This proposal is valid for 60 days from its original date of release,06/26/2025. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

Proposal Caveats

Cigna HealthCare may revise or withdraw this Proposal if:

1 there is a change to the effective date and/or duration of the period covered by the quote.
2 the policy period length is different than 12 months.
3 the policy will not be situsted in TX.
4 there is a change in any law, regulation, or required assessment or tax that changes Cigna HealthCare's costs in offering the plan.
5 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates, fees, funds and/or fee credits set forth herein.
6 the final enrollment deviates from the quoted enrollment such that it results in a needed change in premium rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution of enrollees by product or by customer tier.
7 enrollment in the Cigna HealthCare administered plan is less than 50% of the total eligible population identified as 298.
8 requires you to notify us within 30 days if any of the information upon which these rates or benefits were based (including Medical History Information) changes or is inaccurate.
9 it is not the exclusive provider of Medical / Pharmacy or like products for all of City of Duncanville's employees in all worksites.
10 the employer contributes less than 50% toward the total cost of the coverage elected by each enrolled employee.
11 the current waiting period is different than .
12 By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, Cigna HealthCare will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.
13 there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.
14 benefit advisor fees/commissions are requested to be different than 0.00%.
15 Client confirmation of employee counts reveal the group to be a Small Employer,as defined under the Patient Protection and Affordable Care Act,and accordingly Cigna HealthCare is not able to offer a PPACA compliant plan.
16 This proposal made by Cigna HealthCare is contingent upon:
- o Cigna HealthCare's receipt of the following information: -Completed medical history questionnaire 30 days prior to the policy effective date.
- o Cigna reserves the right to revise or withdraw this proposal if the required medical questionnaire is not received 30 days prior to the policy effective date.

B. Scope and Application of this Proposal

Unless otherwise indicated, the coverage reflected in this Proposal:

1 assumes that any insurance policy, certificate/booklet, or summary plan description material will be made available to the policyholder electronically.
2 supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan.
3 or policy may be canceled as of any Premium Due Date if the number of insured Employees fails to meet the minimum required per group participation rules; or for failure to comply with any other material plan provision relating to Employer contributions or group participation rules.
4 includes Cigna’s One Guide digital and customer guidance solution.
5 does not apply to part-time or seasonal employees for any plan.
6 Medicare eligible retirees are not included in this plan unless mandated by situs state legislation.
7 includes Cigna's Network Savings Program (NSP) and other Bill Negotiation Services (BNS) programs designed to contain costs with respect to charges for out-of-network health care services/supplies that are covered by the Plan and reduce the member’s balance billing exposure. For administering these programs, Cigna retains a portion of the savings generated.
8 excludes charges for converting a qualified customer of a group plan to an individual plan.
9 includes a maximum reimbursable charge (MRC) for out-of-network coverage equal to 110% of a fee schedule developed by Cigna HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market OR, where that fee schedule does not provide a value, Cigna may determine the MRC based on a rate for the same or similar service or supply by applying a Medicare-based methodology that Cigna deems appropriate.
10 assumes all employees are located in the network area, and that all employees are only eligible for the Cigna HealthCare or any other affiliated company product offerings specified.
11 may require regulatory approval of rates. If, as of their proposed effective date, regulatory approval is not obtained, the healthplan shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically. If a product is new and has never had approved rates, the effective date of coverage will be postponed until regulatory approval is received.
12 allows caveats and conditions set forth in this document to survive execution of any final contract and/or issuance by Cigna HealthCare of any policy and/or Group Service Agreement.
13 assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will control in the event of a conflict with the terms of the request for proposal and the Proposal.
14 is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.
15 may include state required continuation rates which will match the rates for the underlying plan. For Nebraska and New York Over Age Dependents the rates will match the employee rate for the underlying plan.
16 assumes that administrative fee (excluding Incentive Programs) will be paid from the Plan Bank Account.
17 assumes that Incentive Program debit/gift card rewards will be funded by the client and will be direct billed or withdrawn from the bank account (as applicable).
18 includes charges made by either a specialty vendor or an affiliate, such as eviCore for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (i.e., charges for management of diagnostic cardiology, radiation therapy, musculoskeletal procedures, medical oncology, gastroenterology, sleep management and home health/DME/HIT and appropriate setting of care/service) when applicable, and medical necessity review (i.e chiropractic services).
19 includes Cigna Pathwell Specialty, a network solution for medical specialty drugs.

20 includes fixed charges for Embarc Benefit Protection℠, a network solution for certain high-cost gene therapy drugs arranged by eviCore.
21 Cigna HealthCare assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.
22 includes applicable Patient Protection and Affordable Care Act fees and assessments imposed upon health insurers including the Comparative Effectiveness Research Fee.
23 an application for coverage form will be provided only following underwriting approval.
24 premium rates for the first month will be reduced by $85000.00 for a transitional relief credit.
25 establishes a Wellness/Health Improvement Fund (the "Fund") in the amount of $25000.00 for clinical/wellness/behavioral programs offered by Cigna HealthCare. These funds shall be used to defray the cost of Cigna HealthCare designated and arranged health and wellness improvement programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in these programs. The Fund may be accessed during the period from 10/01/2025 - 09/30/2026. The Fund may not be accessed following notice of termination of the Cigna HealthCare agreement. Unused funds cannot be rolled over and Cigna HealthCare must pre-approve use of the Fund.
26 Important Notice Regarding Benefit Advisor Compensation - The premium for this guaranteed cost (i.e., non-Shared Returns) policy may not include compensation payable to your benefit advisor. Check with your Cigna Sales representative to confirm whether this is the case. When that is the case, the proposed billed amount includes both premium and benefit advisor fees, which are not part of the monthly premium and Cigna will include any benefit advisor fees agreed to by the client and benefit advisor on client invoices and forward payments received to the benefit advisor if both the client and the benefit advisor authorize Cigna to do so by signing Cigna's Client and Benefit Advisor Acknowledgement Form. When required, this form must be signed before the date when the new rates take effect. If the form is not signed, the benefit advisor will be responsible for billing the client directly for any benefit advisor fees.
27 assumes that any non-voluntary vision benefit that is included in the medical plan and not provided through a separate policy is subject to ACA requirements.
28 For the product(s) HSA Open Access Plus and Open Access Plus, Cigna earns financial Rebates through drug manufacturer arrangements on certain drugs that are included on Cigna's prescription drug list (a/k/a Formulary). For some of the drugs for which Cigna may earn financial Rebates, Cigna uses some portion of the financial Rebate value to adjust the Prescription Drug Charges payable by Cigna and/or Members for those drugs.
29 does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.
o ADDITIONAL GENERAL TERMS OF THIS PROPOSAL:
30 The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.
31 For Cigna Diabetes Prevention Program in Collaboration with Omada, if elected fees charged by the network provider via the claim account are as follows: $235 Enrollment fee charged via claim when the member enrolls in the program. Following Enrollment, claims will vary based on the amount of weight lost.

C. Additional Representations & Disclosures

1 Each plan presented in this proposal has an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare does not provide actuarial certifications.
2 In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.
3 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
4 The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
5 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.
6 Cigna HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer coverage if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or while coverage is in effect, you agree to notify us promptly of such change.
7 The Underwriting Contingencies set forth above shall survive execution of any insurance policy, application, etc., issued by Cigna HealthCare or any affiliated company, and shall further survive the effective date of any such policies.
8 The benefits displayed in this summary are, for the most part, modular benefit packages used to develop the rates. Please review the Benefit Summary and its attachments for information about the benefits available in your sites.
9 "Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.



Gap Fund Acknowledgement

Are your employees reimbursed for their co-payments, co-insurance cost, deductibles or out of pocket expenses?

If so, please let us know the details below. If not, please still confirm and sign below.

We assume NO subsidization or reimbursement for any portion of the employees' cost-sharing responsibilities. And that's how we set the premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare, we, us").

Subsidization/reimbursement is also known as "Gap Funding". That is because employees receive money to fund the gap between their cost-share responsibility and Cigna HealthCare's payments.

Do you offer any of these plans? ☐ YE ☐ NO

- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Other means to reimburse employees for health plan expenses

If YES, please confirm the following:

- How much is the employer funding amount? _____
- What is the reimbursement order? Does the HSA and/or HRA fund pay first, or something else? _____
- Is there an annual rollover provision for the fund? ☐ YE ☐ NO
- Any changes in employer funding in the past year or future year? ☐ YES ☐ NO
    - If YES, please provide details: _____

Please notify Cigna HealthCare prior to implementing any "Gap Funding" program. Cigna HealthCare will determine if we need to change the premium rates/charges both now and in the future based on the information you provide.

Please affirm that the above information is true and complete. Thanks!

City of Duncanville

Date: _____

By: _____

Title: _____


Cigna.

Underwriting Contingencies
For
City of Duncanville

Cigna HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer coverage if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or while coverage is in effect, you agree to notify us promptly of such change.

The "Underwriting Contingencies" set forth above shall survive execution of any insurance policy, application, etc., issued by Cigna HealthCare or any affiliated company, and shall further survive the effective date of any such policies.

The benefits displayed in this summary are, for the most part, modular benefit packages used to develop the rates. Please review the Benefit Summary and its attachments for information about the benefits available in your sites.

"Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

I UNDERSTAND AND AGREE ON BEHALF OF CONTRACTHOLDER THAT CIGNA HEALTHCARE MAY, NOTWITHSTANDING THE TERMS OF THE INSURANCE POLICY OR SERVICE AGREEMENT, REVISE ANY PREMIUM RATES OR PREPAYMENTS FEES AT ANY TIME IF THE ENROLLMENT OR EMPLOYER CONTRIBUTION LEVEL IS DIFFERENT THAN ASSUMED BY CIGNA HEALTHCARE IN UNDERWRITING THE CONTRACT OR IF CIGNA HEALTHCARE IS (i) REQUIRED TO PAY ANY ASSESSMENT, OR (ii) INCUR ADDITIONAL COSTS IN ADMINISTERING THE CONTRACT AS A RESULT OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT AND THE REGULATIONS PROMULGATED THEREUNDER.

Client Signature	Date
Client Name	Title

Cigna HealthCare

Financial Proposal

for

City of Duncanville

203 E Wheatland Rd
Duncanville, TX 75116
SIC Code: 9111

Total Eligible Employees:	298	**Participating Subscribers:**	271
Employer Contributions - Employee:	Multiple	**Employer Contributions - Dependent:**	Multiple
Waiting Period:			
Eligibility Definition:	Active Employees working 30 hrs		

Effective Date: October 01, 2025

Note: The Quoted rates are subject to final Underwriting approval and, as noted below, are subject to change in the event of changes in benefits selected or changes in the risk factors upon which the Quoted Rates are based. In addition, state law may require regulatory approval of rates. If required regulatory approval has not been obtained on the proposed effective date, the healthplan shall use rates that are consistent with its then currently approved rating methodology and the quoted rates shall be effective immediately on the date for which they are approved for use. The Quoted Rates are guaranteed while the Group Service Agreement remains in effect until the next anniversary date, unless enrollment changes by 10% in which case Cigna HealthCare may change the Quoted Rate.

Date: July 10, 2025

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025



Q4P3 GC Dual Option

Cigna PLAN OFFERED		
	Open Access Plus - NATIONAL OAP	Open Access Plus - NATIONAL OAP
	OAP Active	OAP Retiree
Plan Offering	Dual Option	Dual Option
Plan Name	OAP Active (37693277)	OAP Retiree (37693289)
Medical Management Model	Included	Included
Health Advocacy	Excluded	Excluded
Situs	TX	TX
Funding	Fully Insured	Fully Insured
Cigna MEDICAL BENEFITS*		
Collective Deductible	NO	NO
Collective OOP	NO	NO
Deductible/OOP Max Accumulator	No Cross Accumulation	No Cross Accumulation
Variable Coinsurance Applies	YES	YES
Plan Deductible Order of Applicability	Benefit Copay, Plan Deductible, Coinsurance	Benefit Copay, Plan Deductible, Coinsurance
In-Network:		
Telehealth Copay	$0	$0
Office Copay - PCP	$25	$25
Office Copay - SPC	$50	$50
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Copay	None	None
Emergency Room Copay	$200	$200
Urgent Care Copay	$75	$75
Deductible - Individual	$2,000	$2,000
Deductible - Family	$4,000	$4,000
Out-of-Pocket - Individual	$4,000	$4,000
Out-of-Pocket - Family	$8,000	$8,000
Out-of-Pocket - Family - Individual Amount	$4,000	$4,000
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	100%	100%
Specialist Office Visits	100%	100%
Inpatient Hospital Facility	80%	80%
Outpatient Hospital Facility	80%	80%
Inpatient Professional Services	80%	80%
Outpatient Professional Services	80%	80%
Emergency Room	80%	80%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	100%	100%
Laboratory Services at an Independent Lab Facility	100%	100%
Radiology Services at an Outpatient Facility	100%	100%
Cigna Pathwell Specialty Drug Coinsurance	80%	80%
Other Medical Pharmaceutical Drug Coinsurance	80%	80%
Out of Network:		
Deductible - Individual	$4,000	$4,000
Deductible - Family	$12,000	$12,000
Out-of-Pocket - Individual	$14,000	$14,000
Out-of-Pocket - Family	$42,000	$42,000
Out-of-Pocket - Family - Individual Amount	$14,000	$14,000
Out-of-Pocket Max Deductibles	Ded Accumulates	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	Variable	Variable
PCP Office Visits	50%	50%
Specialist Office Visits	50%	50%
Inpatient Hospital Facility	50%	50%
Outpatient Hospital Facility	50%	50%
Inpatient Professional Services	50%	50%
Outpatient Professional Services	50%	50%
Emergency Room	80%	80%
Urgent Care	100%	100%
Laboratory Services at an Outpatient Facility	50%	50%
Laboratory Services at an Independent Lab Facility	50%	50%
Radiology Services at an Outpatient Facility	50%	50%
Cigna Pathwell Specialty Drug Coinsurance	50%	50%
Other Medical Pharmaceutical Drug Coinsurance	50%	50%
Maximum Reimbursable Charge	Option 2	Option 2
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Deductible	None	None
MRC Fee Schedule Percentage (Professional)	110%	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%	110%
Pharmacy Benefits		
Pharmacy Network	Cigna 90 Now	Cigna 90 Now
Formulary/Prescription Drug List	Advantage	Advantage
Retail Generic Copay	$10	$10
Retail Pref Brand Copay	$35	$35
Retail Non Pref Brand Copay	$70	$70
Retail Generic Copay (90 Days)	$25	$25
Retail Pref Brand Copay (90 Days)	$88	$88
Retail Non Pref Brand Copay (90 Days)	$175	$175
Home Delivery Generic Copay	$25	$25
Home Delivery Pref Brand Copay	$88	$88
Home Delivery Non Pref Brand Copay	$175	$175
Pharmacy Deductible - Individual	None ($0)	None ($0)
Pharmacy OOP Maximum - Individual	Combined With Medical	Combined With Medical
Out-of-Pocket Adjuster Program	Excluded	Excluded

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025



Q4P3 GC Dual Option

Cigna PLAN OFFERED	
	HSA Open Access Plus - NATIONAL OAP
	HSA Active
Plan Offering	Dual Option
Plan Name	HSA Active (37693276)
Medical Management Model	Included
Health Advocacy	Excluded
Situs	TX
Funding	Fully Insured
Cigna MEDICAL BENEFITS*	
Collective Deductible	NO
Collective OOP	NO
Deductible/OOP Max Accumulator	No Cross Accumulation
Variable Coinsurance Applies	NO
Plan Deductible Order of Applicability	Plan Deductible, Benefit Copay, Coinsurance
In-Network:	
Telehealth Copay	$0
Office Copay - PCP	None
Office Copay - SPC	None
Deductible - Individual	$3,300
Deductible - Family	$5,400
Individual - In a Family Amount Deductible	$3,300
Out-of-Pocket - Individual	$6,000
Out-of-Pocket - Family	$12,000
Out-of-Pocket - Family - Individual Amount	$6,000
Out-of-Pocket Max Deductible	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	80%
Cigna Pathwell Specialty Drug Coinsurance	80%
Other Medical Pharmaceutical Drug Coinsurance	80%
Adult Preventive Care Office Visit	100%, No Ded
Out of Network:	
Deductible - Individual	$5,000
Deductible - Family	$10,000
Individual - In a Family Amount Deductible	$5,000
Out-of-Pocket - Individual	$12,000
Out-of-Pocket - Family	$24,000
Out-of-Pocket - Family - Individual Amount	$12,000
Out-of-Pocket Max Deductibles	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	50%
Cigna Pathwell Specialty Drug Coinsurance	50%
Other Medical Pharmaceutical Drug Coinsurance	50%
MRC Fee Schedule Percentage (Professional)	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%
Pharmacy Benefits	
Pharmacy Network	Cigna 90 Now
Formulary/Prescription Drug List	Advantage
Retail Generic Copay	$10
Retail Pref Brand Copay	$35
Retail Non Pref Brand Copay	$70
Retail Generic Copay (90 Days)	$25
Retail Pref Brand Copay (90 Days)	$88
Retail Non Pref Brand Copay (90 Days)	$175
Home Delivery Generic Copay	$25
Home Delivery Pref Brand Copay	$88
Home Delivery Non Pref Brand Copay	$175
Pharmacy Deductible - Individual	Combined With Medical
Pharmacy OOP Maximum - Individual	Combined With Medical
Out-of-Pocket Adjuster Program	Excluded

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025



Q4P3 GC Dual Option

Cigna PLAN OFFERED	
	HSA Open Access Plus - NATIONAL OAP
	HSA Retiree
Plan Offering	Dual Option
Plan Name	HSA Retiree (37693301)
Medical Management Model	Included
Health Advocacy	Excluded
Situs	TX
Funding	Fully Insured
Cigna MEDICAL BENEFITS*	
Collective Deductible	NO
Collective OOP	NO
Deductible/OOP Max Accumulator	No Cross Accumulation
Variable Coinsurance Applies	NO
Plan Deductible Order of Applicability	Plan Deductible, Benefit Copay, Coinsurance
In-Network:	
Telehealth Copay	$0
Office Copay - PCP	None
Office Copay - SPC	None
Deductible - Individual	$3,300
Deductible - Family	$5,400
Individual - In a Family Amount Deductible	$3,300
Out-of-Pocket - Individual	$6,000
Out-of-Pocket - Family	$12,000
Out-of-Pocket - Family - Individual Amount	$6,000
Out-of-Pocket Max Deductible	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	80%
Cigna Pathwell Specialty Drug Coinsurance	80%
Other Medical Pharmaceutical Drug Coinsurance	80%
Adult Preventive Care Office Visit	100%, No Ded
Out of Network:	
Deductible - Individual	$5,000
Deductible - Family	$10,000
Individual - In a Family Amount Deductible	$5,000
Out-of-Pocket - Individual	$12,000
Out-of-Pocket - Family	$24,000
Out-of-Pocket - Family - Individual Amount	$12,000
Out-of-Pocket Max Deductibles	Ded Accumulates
Out-of-Pocket Max Copays	All Copays Accumulate
Coinsurance	50%
Cigna Pathwell Specialty Drug Coinsurance	50%
Other Medical Pharmaceutical Drug Coinsurance	50%
MRC Fee Schedule Percentage (Professional)	110%
MRC Fee Schedule Percentage (Facility/Ancillary)	110%
Pharmacy Benefits	
Pharmacy Network	Cigna 90 Now
Formulary/Prescription Drug List	Advantage
Retail Generic Copay	$10
Retail Pref Brand Copay	$35
Retail Non Pref Brand Copay	$70
Retail Generic Copay (90 Days)	$25
Retail Pref Brand Copay (90 Days)	$88
Retail Non Pref Brand Copay (90 Days)	$175
Home Delivery Generic Copay	$25
Home Delivery Pref Brand Copay	$88
Home Delivery Non Pref Brand Copay	$175
Pharmacy Deductible - Individual	Combined With Medical
Pharmacy OOP Maximum - Individual	Combined With Medical
Out-of-Pocket Adjuster Program	Excluded

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Q4P3 GC Dual Option

Cigna PLAN OFFERED		
	Open Access Plus - NATIONAL OAP	
Medical Choice	OAP Active	
Plan Offering	Dual Option	
Plan Name	OAP Active	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	OAP Active	
	#EE	Rates
Employee	76	$793.86
Emp + Spouse	13	$1,746.48
Emp + Child(ren)	28	$1,190.78
Emp + Family	23	$2,238.67
Monthly Billed Amount	140	$167,869
Monthly Billed Amount Per Product	$167,869	
Annual Billed Amount Per Product	$2,014,426	
TOTAL EE's	271	
TOTAL Monthly Billed Amount	$309,647	
TOTAL Annual Billed Amount	$3,715,759	

Cigna is also providing:

$110,000 as an upfront credit to the bill for dental selling alongside medical.
$25,000 wellness fund as well as Cigna's integrated incentive platform
$10,000 technology / communication fund
First year renewal rate cap at +14.9%

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Q4P3 GC Dual Option

Cigna PLAN OFFERED		
	HSA Open Access Plus - NATIONAL OAP	
Medical Choice	HSA Active	
Plan Offering	Dual Option	
Plan Name	HSA Active	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	HSA Active	
	#EE	Rates
Employee	64	$652.43
Emp + Spouse	2	$1,435.34
Emp + Child(ren)	24	$978.64
Emp + Family	9	$1,839.85
Monthly Billed Amount	99	$84,672
Monthly Billed Amount Per Product	$84,672	
Annual Billed Amount Per Product	$1,016,067	
TOTAL EE's		
TOTAL Monthly Billed Amount		
TOTAL Annual Billed Amount		

Cigna is also providing:

$110,000 as an upfront credit to the bill for dental s
$25,000 wellness fund as well as Cigna's integrate
$10,000 technology / communication fund
First year renewal rate cap at +14.9%

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Q4P3 GC Dual Option

Cigna PLAN OFFERED		
	Open Access Plus - NATIONAL OAP	
Medical Choice	OAP Retiree	
Plan Offering	Dual Option	
Plan Name	OAP Retiree	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	OAP Retiree	
	#EE	Rates
Employee	19	$1,428.93
Emp + Spouse	3	$3,143.65
Emp + Child(ren)	1	$2,143.40
Emp + Family	1	$4,029.59
Monthly Billed Amount	24	$42,754
Monthly Billed Amount Per Product	$42,754	
Annual Billed Amount Per Product	$513,043	
TOTAL EE's		
TOTAL Monthly Billed Amount		
TOTAL Annual Billed Amount		

Cigna is also providing:

$110,000 as an upfront credit to the bill for dental s
$25,000 wellness fund as well as Cigna's integrate
$10,000 technology / communication fund
First year renewal rate cap at +14.9%

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Q4P3 GC Dual Option

Cigna PLAN OFFERED		
	HSA Open Access Plus - NATIONAL OAP	
Medical Choice	HSA Retiree	
Plan Offering	Dual Option	
Plan Name	HSA Retiree	
Medical Management Model	Included	
Situs	TX	
Funding	Fully Insured	
Cigna RATES		
	HSA Retiree	
	#EE	Rates
Employee	5	$1,174.46
Emp + Spouse	2	$2,583.81
Emp + Child(ren)	0	$1,761.69
Emp + Family	1	$3,311.98
Monthly Billed Amount	8	$14,352
Monthly Billed Amount Per Product	$14,352	
Annual Billed Amount Per Product	$172,223	
TOTAL EE's		
TOTAL Monthly Billed Amount		
TOTAL Annual Billed Amount		

Cigna is also providing:

$110,000 as an upfront credit to the bill for dental s
$25,000 wellness fund as well as Cigna's integrate
$10,000 technology / communication fund
First year renewal rate cap at +14.9%

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

PROPOSAL TERMS AND CONDITIONS for Proposal: Q4P3 GC Dual Option

A. General Terms of this Proposal

Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group medical and pharmacy benefit plan (the "Plan") sponsored by City of Duncanville. This proposal is valid for 60 days from its original date of release,07/10/2025. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

Proposal Caveats

Cigna HealthCare may revise or withdraw this Proposal if:

1 there is a change to the effective date and/or duration of the period covered by the quote.
2 the policy period length is different than 12 months.
3 the policy will not be situsted in TX.
4 there is a change in any law, regulation, or required assessment or tax that changes Cigna HealthCare's costs in offering the plan.
5 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates, fees, funds and/or fee credits set forth herein.
6 the final enrollment deviates from the quoted enrollment such that it results in a needed change in premium rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution of enrollees by product or by customer tier.
7 enrollment in the Cigna HealthCare administered plan is less than 50% of the total eligible population identified as 298.
8 requires you to notify us within 30 days if any of the information upon which these rates or benefits were based (including Medical History Information) changes or is inaccurate.
9 it is not the exclusive provider of Medical / Pharmacy or like products for all of City of Duncanville's employees in all worksites.
10 the employer contributes less than 50% toward the total cost of the coverage elected by each enrolled employee.
11 the current waiting period is different than .
12 By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, Cigna HealthCare will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.
13 there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.
14 benefit advisor fees/commissions are requested to be different than 0.00%.
15 Client confirmation of employee counts reveal the group to be a Small Employer,as defined under the Patient Protection and Affordable Care Act,and accordingly Cigna HealthCare is not able to offer a PPACA compliant plan.
16 This proposal made by Cigna HealthCare is contingent upon:
- o Cigna HealthCare's receipt of the following information: -Completed medical history questionnaire 30 days prior to the policy effective date.
- o Cigna reserves the right to revise or withdraw this proposal if the required medical questionnaire is not received 30 days prior to the policy effective date.

B. Scope and Application of this Proposal

Unless otherwise indicated, the coverage reflected in this Proposal:

1 assumes that any insurance policy, certificate/booklet, or summary plan description material will be made available to the policyholder electronically.
2 supersedes and renders null and void any prior Cigna HealthCare offer or proposal with respect to the Plan.
3 or policy may be canceled as of any Premium Due Date if the number of insured Employees fails to meet the minimum required per group participation rules; or for failure to comply with any other material plan provision relating to Employer contributions or group participation rules.
4 includes Cigna’s One Guide digital and customer guidance solution.
5 does not apply to part-time or seasonal employees for any plan.
6 Medicare eligible retirees are not included in this plan unless mandated by situs state legislation.
7 includes Cigna's Network Savings Program (NSP) and other Bill Negotiation Services (BNS) programs designed to contain costs with respect to charges for out-of-network health care services/supplies that are covered by the Plan and reduce the member’s balance billing exposure. For administering these programs, Cigna retains a portion of the savings generated.
8 excludes charges for converting a qualified customer of a group plan to an individual plan.
9 includes a maximum reimbursable charge (MRC) for out-of-network coverage equal to 110% of a fee schedule developed by Cigna HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market OR, where that fee schedule does not provide a value, Cigna may determine the MRC based on a rate for the same or similar service or supply by applying a Medicare-based methodology that Cigna deems appropriate.
10 assumes all employees are located in the network area, and that all employees are only eligible for the Cigna HealthCare or any other affiliated company product offerings specified.
11 may require regulatory approval of rates. If, as of their proposed effective date, regulatory approval is not obtained, the healthplan shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically. If a product is new and has never had approved rates, the effective date of coverage will be postponed until regulatory approval is received.
12 allows caveats and conditions set forth in this document to survive execution of any final contract and/or issuance by Cigna HealthCare of any policy and/or Group Service Agreement.
13 assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will control in the event of a conflict with the terms of the request for proposal and the Proposal.
14 is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.
15 may include state required continuation rates which will match the rates for the underlying plan. For Nebraska and New York Over Age Dependents the rates will match the employee rate for the underlying plan.
16 assumes that administrative fee (excluding Incentive Programs) will be paid from the Plan Bank Account.
17 assumes that Incentive Program debit/gift card rewards will be funded by the client and will be direct billed or withdrawn from the bank account (as applicable).

18 includes charges made by either a specialty vendor or an affiliate, such as eviCore for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (i.e., charges for management of diagnostic cardiology, radiation therapy, musculoskeletal procedures, medical oncology, gastroenterology, sleep management and home health/DME/HIT and appropriate setting of care/service) when applicable, and medical necessity review (i.e chiropractic services).
19 includes Cigna Pathwell Specialty, a network solution for medical specialty drugs.
20 includes fixed charges for Embarc Benefit Protection℠, a network solution for certain high-cost gene therapy drugs arranged by eviCore.
21 Cigna HealthCare assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.
22 includes applicable Patient Protection and Affordable Care Act fees and assessments imposed upon health insurers including the Comparative Effectiveness Research Fee.
23 an application for coverage form will be provided only following underwriting approval.
24 premium rates for the first month will be reduced by $110000.00 for a transitional relief credit.
25 establishes a tech fund in the amount of $10000.00 for technology and employee communication purposes
26 establishes a Wellness/Health Improvement Fund (the "Fund") in the amount of $25000.00 for clinical/wellness/behavioral programs offered by Cigna HealthCare. These funds shall be used to defray the cost of Cigna HealthCare designated and arranged health and wellness improvement programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in these programs. The Fund may be accessed during the period from 10/01/2025 - 09/30/2026. The Fund may not be accessed following notice of termination of the Cigna HealthCare agreement. Unused funds cannot be rolled over and Cigna HealthCare must pre-approve use of the Fund.
27 Important Notice Regarding Benefit Advisor Compensation - The premium for this guaranteed cost (i.e., non-Shared Returns) policy may not include compensation payable to your benefit advisor. Check with your Cigna Sales representative to confirm whether this is the case. When that is the case, the proposed billed amount includes both premium and benefit advisor fees, which are not part of the monthly premium and Cigna will include any benefit advisor fees agreed to by the client and benefit advisor on client invoices and forward payments received to the benefit advisor if both the client and the benefit advisor authorize Cigna to do so by signing Cigna's Client and Benefit Advisor Acknowledgement Form. When required, this form must be signed before the date when the new rates take effect. If the form is not signed, the benefit advisor will be responsible for billing the client directly for any benefit advisor fees.
28 assumes that any non-voluntary vision benefit that is included in the medical plan and not provided through a separate policy is subject to ACA requirements.
29 For the product(s) HSA Open Access Plus and Open Access Plus, Cigna earns financial Rebates through drug manufacturer arrangements on certain drugs that are included on Cigna's prescription drug list (a/k/a Formulary). For some of the drugs for which Cigna may earn financial Rebates, Cigna uses some portion of the financial Rebate value to adjust the Prescription Drug Charges payable by Cigna and/or Members for those drugs.
30 does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.
o ADDITIONAL GENERAL TERMS OF THIS PROPOSAL:
31 The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.
32 For Cigna Diabetes Prevention Program in Collaboration with Omada, if elected fees charged by the network provider via the claim account are as follows: $235 Enrollment fee charged via claim when the member enrolls in the program. Following Enrollment, claims will vary based on the amount of weight lost.

C. Additional Representations & Disclosures

1 Each plan presented in this proposal has an actuarial value, determined by Cigna HealthCare, of 60% or greater. This determination was made using Cigna HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. Cigna HealthCare does not provide actuarial certifications.
2 In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated Cigna companies may be required with respect to plan participants residing in certain states.
3 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
4 The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
5 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.
6 Cigna HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer coverage if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or while coverage is in effect, you agree to notify us promptly of such change.
7 The Underwriting Contingencies set forth above shall survive execution of any insurance policy, application, etc., issued by Cigna HealthCare or any affiliated company, and shall further survive the effective date of any such policies.
8 The benefits displayed in this summary are, for the most part, modular benefit packages used to develop the rates. Please review the Benefit Summary and its attachments for information about the benefits available in your sites.
9 "Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.



Gap Fund Acknowledgement

Are your employees reimbursed for their co-payments, co-insurance cost, deductibles or out of pocket expenses?

If so, please let us know the details below. If not, please still confirm and sign below.

We assume NO subsidization or reimbursement for any portion of the employees' cost-sharing responsibilities. And that's how we set the premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare, we, us").

Subsidization/reimbursement is also known as "Gap Funding". That is because employees receive money to fund the gap between their cost-share responsibility and Cigna HealthCare's payments.

Do you offer any of these plans? ☐ YE ☐ NO

- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Other means to reimburse employees for health plan expenses

If YES, please confirm the following:

- How much is the employer funding amount? _____
- What is the reimbursement order? Does the HSA and/or HRA fund pay first, or something else? _____
- Is there an annual rollover provision for the fund? ☐ YE: ☐ NO
- Any changes in employer funding in the past year or future year? ☐ YES ☐ NO
    - If YES, please provide details: _____

Please notify Cigna HealthCare prior to implementing any "Gap Funding" program. Cigna HealthCare will determine if we need to change the premium rates/charges both now and in the future based on the information you provide.

Please affirm that the above information is true and complete. Thanks!

City of Duncanville

Date: _____

By: _____

Title: _____

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Underwriting Contingencies
For
City of Duncanville

Cigna HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer coverage if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or while coverage is in effect, you agree to notify us promptly of such change.

The "Underwriting Contingencies" set forth above shall survive execution of any insurance policy, application, etc., issued by Cigna HealthCare or any affiliated company, and shall further survive the effective date of any such policies.

The benefits displayed in this summary are, for the most part, modular benefit packages used to develop the rates. Please review the Benefit Summary and its attachments for information about the benefits available in your sites.

"Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

I UNDERSTAND AND AGREE ON BEHALF OF CONTRACTHOLDER THAT CIGNA HEALTHCARE MAY, NOTWITHSTANDING THE TERMS OF THE INSURANCE POLICY OR SERVICE AGREEMENT, REVISE ANY PREMIUM RATES OR PREPAYMENTS FEES AT ANY TIME IF THE ENROLLMENT OR EMPLOYER CONTRIBUTION LEVEL IS DIFFERENT THAN ASSUMED BY CIGNA HEALTHCARE IN UNDERWRITING THE CONTRACT OR IF CIGNA HEALTHCARE IS (i) REQUIRED TO PAY ANY ASSESSMENT, OR (ii) INCUR ADDITIONAL COSTS IN ADMINISTERING THE CONTRACT AS A RESULT OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT AND THE REGULATIONS PROMULGATED THEREUNDER.

Client Signature	Date
Client Name	Title



Financial Proposal

for

City of Duncanville

Effective Date: October 01, 2025

Date: June 25, 2025

Cigna Dental is Your New Growth Plan.

Dental care is not just a cost of doing business. **It's an investment in your future success.** And dental benefits aren't "just dental." When provided by Cigna, your dental program can help ensure financial health, engage individual employees, nurture a healthy work culture, and prepare for the future. Cigna unlocks the full potential of your dental program to deliver more value.

Help ensure Financial Health

We help **predict and manage financial risk** for your company while **optimizing cash flow and improving profitability**. We also help your employees manage and control their health-related finances.

- myCigna.com gives employees 24/7/365 access to value-based network search tools and information that can help them find a dentist who meets their specific, unique needs. It puts them in the driver's seat and when employees utilize myCigna, they **save an average of $117.10 PMP**Y more than those who don't, and have **6.9% more in-network claims.**[1]
- Cigna Dental Oral Health Integration Program® provides proactive, personalized support for customers with one of **14 medical conditions** that can be impacted by oral health risks like gum disease and cavities. Preventive care for these employees can **drive average savings of 12.2%** over five years.[2]
- Our **industry-leading Brighter Score technology** brings customers greater transparency and guides employees to high-value in-network dentists using myCigna.

Engage Individual Employees

Cigna Dental is an **industry leader** in engaging customers to use their preventive dental care benefits. And when customers get preventive care, the risk of developing periodontal disease, experiencing potential medical complications or needing care in the emergency room or urgent care center is reduced.[1]

- Engaging customers to get important preventive dental care through proactive, automated outreach results in a **67% increase in visits**[3] and **31% lower future dental costs**[1]**.**
- We connect your employees to the preventive care they need--regardless of the challenges they face. This results in **30%+ more medical cost savings** for employees impacted by a high social index.[4]

Nurture a Healthy Work Culture

Poor oral health directly impacts employers. Every year, **$800M in productivity is lost** due to health-related problems, and **320.8M hours** of work/school are lost for dental care.[5] **92.4M of those hours are lost for unplanned or emergency dental care**.[5] The Cigna Dental program can help reduce lost productivity by making it easy and affordable for employees to access dental care, when, how and where employees need it most.

- Making it easy and affordable to access care by bringing network dentists right to the workplace through **Cigna Onsite Dental**[SM]
- Moving the center of care to support better oral health routines with **Cigna @Home Dental can help to reduce plaque by 77%.**[7]
- Reducing the risk of opioid addiction through our proprietary opioid dashboard and safe prescribing program has resulted in a **23% reduction in the number of prescriptions written for children under 18, and a 9% reduction overall**.[8]

Prepare for the Future

At the heart of our dental solution is the relentless pursuit of innovation. Cigna continuously innovates for the future to address the health challenges of today and tomorrow. From the beginning of each customer's journey with us, we are by their side. Enrollment support, oral health assessments, network search-ability, treatment cost estimators, 24/7/365 access to dentists through Cigna Dental Virtual Care - our proactive and innovative solutions make getting dental care affordable and easy.

- **The Cigna Dental Innovation Studio** delivers forward-thinking, customer-centric solutions to help improve outcomes. It's part of our dedication to staying ahead of challenges and bringing the latest solutions to you and your employees to promote whole person health.
- **Cigna Dental Payment Solutions** is an innovative program designed to **help customers turn out-of-pocket dental expenses into a more affordable payment plan** with no additional fees or interest charges.

1. Internal reporting as of November 2021 for DPPO customers who use myCigna and customers who do not use myCigna.
2. "Preventive Dental Treatment Associated with Lower Medical Utilization and Costs." Cigna national study, December 2020. Individual results may vary.
3. Internal reporting as of November 2021 for DPPO customers who received email for overdue preventive care and out-of-network claims.
4. "Preventive Dental Treatment Associated with Lower Medical Utilization and Costs." Cigna national study, December 2020. Individual results may vary.
5. Kelekar, Uma, and Shillpa Naavaal. "Hours Lost to Planned and Unplanned Dental Visits Among US Adults." Preventing chronic disease vol. 15 E04. 11 Jan. 2018, doi:10.5888/pcd15.170225. Accessed November 2021.
6. Cigna provides access to virtual care through national teledental care providers via myCigna.com as part of your plan. Providers are solely responsible for any treatment provided to their patients. Video chat may not be available in all areas or with all providers and is a requirement for this service. See your plan materials for the details of your specific Dental plan. This service is separate from coverage for virtual dental care obtained by your Dental plan's network and may not be available in all areas. A referral is not required for this service.
7. Kay, E., Shou, L. A randomised controlled trial of a smartphone application for improving oral hygiene. Br Dent J 226, 508–511 (2019).
8. Internal report published in 2019, based on review and analysis of 2015-2018 Cigna pharmacy claims and Cigna dental membership data. Results may vary.

Cigna Healthcare Financial Exhibit for:

City of Duncanville

High Plan

Effective Date: October 01, 2025

This is a summary of benefits for your dental plan.
All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.
Your DPPO** plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Plan Design	Total Network**	Out-of-Network
Calendar Year Maximum		
(Class I, II, III, IX Expenses)	$1500, Class I Applies	$1500, Class I Applies
Calendar Year Deductible		
Per Individual	$50	$50
Per Family	$150	$150
Class I Expenses - Preventive & Diagnostic Care		
Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency care to relieve pain (administrated at In Network coinsurance)	100%, No Deductible	100%, No Deductible
Class II Expenses - Basic Restorative Care		
Fillings Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Relines, Rebases, and Adjustments Brush Biopsy	80%, After Deductible	80%, After Deductible
Class III Expenses - Major Restorative Care		
Minor Periodontics Major Periodontics Root Canal Therapy / Endodontics Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	50%, After Deductible	50%, After Deductible
Class IV Expenses - Orthodontia		
Coverage for Eligible Children & Adults	50%, No Ortho Deductible	50%, No Ortho Deductible
Lifetime Maximum	$1500	$1500
Class IX Expenses - Implants		
	50%, After Deductible	50%, After Deductible
Plan Calendar Year Max	$1500	$1500
Dental Plan Reimbursement Levels	Based on Contracted Fees	90th Percentile of Allowed Charges***
Additional Member Responsibility in excess of Coinsurance	None	Yes, the difference between the member's dentist's billed charges and the dental plan reimbursement level***
Student/Dependent Age	26/26	

P0002 (NS001) Network. Prepared by Underwriting.

Cigna Healthcare Financial Exhibit for:

City of Duncanville

High Plan

Effective Date: October 01, 2025

Cigna Dental Choice / Indemnity Exclusions and Limitations:

Procedure	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 per 36 consecutive months. Panorex: 1 per 36 consecutive months
Cone Beams	Not covered
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	1 per 60 consecutive months
Prosthesis over Implants	1 per 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Bridges	1 per 60 consecutive months
Dentures and Partials	1 per 60 consecutive months
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Missing Tooth Provision	The amount payable is 50% of the amount otherwise payable until insured for a specified time period; thereafter, considered a Class III expense
Late Entrant Limit****	50% coverage on Class III, IV (if applicable), and IX for 12 months
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of $200 is proposed

Benefit Exclusions:

* Services performed primarily for cosmetic reasons
* Replacement of a lost or stolen appliance
* Replacement of a bridge or denture within five years following the date of its original installation
* Replacement of a bridge or denture which can be made useable according to accepted dental standards
* Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
* Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
* Bite registrations; precision or semi-precision attachments; splinting
* Instruction for plaque control, oral hygiene and diet
* Dental services that do not meet common dental standards
* Services that are deemed to be medical services
* Services and supplies received from a hospital
* Charges which the person is not legally required to pay
* Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
* Experimental or investigational procedures and treatments
* Any injury resulting from, or in the course of, any employment for wage or profit
* Any sickness covered under any workers' compensation or similar law
* Charges in excess of the reasonable and customary allowances
* To the extent that payment is unlawful where the person resides when the expenses are incurred;
* Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
* For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
* To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
* To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
* In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

*** In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.*

****Charges are based upon an independent third party organization that is the industry standard. Percentile data is based upon the third party organization's aggregated industry-wide claims data*

*****Late Entrant coverage limitation does not apply to New Mexico Residents for Insured Dental Products.*

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Did you know that most of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral health to overall health and provides reimbursement of copays or coinsurance for customers with qualifying medical conditions for program eligible procedures. Additionally, registered program members can access articles on behavioral conditions that impact oral health.

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

Prepared by Underwriting.

Cigna Total Network (P0002 / NS001)

Cigna Healthcare Financial Exhibit for:

City of Duncanville

LOW Plan

Effective Date: October 01, 2025

This is a summary of benefits for your dental plan.
All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.
Your DPPO** plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Plan Design	Total Network**	Out-of-Network
Calendar Year Maximum		
(Class I, II, III, IX Expenses)	$1500, Class I Applies	$1500, Class I Applies
Calendar Year Deductible		
Per Individual	$50	$50
Per Family	$150	$150
Class I Expenses - Preventive & Diagnostic Care		
Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency care to relieve pain (administrated at In Network coinsurance)	100%, No Deductible	100%, No Deductible
Class II Expenses - Basic Restorative Care		
Fillings Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Relines, Rebases, and Adjustments Brush Biopsy	80%, After Deductible	80%, After Deductible
Class III Expenses - Major Restorative Care		
Minor Periodontics Major Periodontics Root Canal Therapy / Endodontics Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	50%, After Deductible	50%, After Deductible
Class IV Expenses - Orthodontia		
	Not Covered	Not Covered
Class IX Expenses - Implants		
	50%, After Deductible	50%, After Deductible
Plan Calendar Year Max	$1500	$1500
Dental Plan Reimbursement Levels	Based on Contracted Fees	90th Percentile of Submitted Charges***
Additional Member Responsibility in excess of Coinsurance	None	Yes, the difference between the member's dentist's billed charges and the dental plan reimbursement level***
Student/Dependent Age	26/26	

P0002 (NS001) Network. Prepared by Underwriting.

Cigna Healthcare Financial Exhibit for:

City of Duncanville

LOW Plan

Effective Date: October 01, 2025

Cigna Dental Choice / Indemnity Exclusions and Limitations:

Procedure	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 per 36 consecutive months. Panorex: 1 per 36 consecutive months
Cone Beams	Not covered
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	1 per 60 consecutive months
Prosthesis over Implants	1 per 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Bridges	1 per 60 consecutive months
Dentures and Partials	1 per 60 consecutive months
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Missing Tooth Provision	The amount payable is 50% of the amount otherwise payable until insured for a specified time period; thereafter, considered a Class III expense
Late Entrant Limit****	50% coverage on Class III, IV (if applicable), and IX for 12 months
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of $200 is proposed

Benefit Exclusions:

* Services performed primarily for cosmetic reasons
* Replacement of a lost or stolen appliance
* Replacement of a bridge or denture within five years following the date of its original installation
* Replacement of a bridge or denture which can be made useable according to accepted dental standards
* Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
* Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
* Bite registrations; precision or semi-precision attachments; splinting
* Instruction for plaque control, oral hygiene and diet
* Dental services that do not meet common dental standards
* Services that are deemed to be medical services
* Services and supplies received from a hospital
* Charges which the person is not legally required to pay
* Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
* Experimental or investigational procedures and treatments
* Any injury resulting from, or in the course of, any employment for wage or profit
* Any sickness covered under any workers' compensation or similar law
* Charges in excess of the reasonable and customary allowances
* To the extent that payment is unlawful where the person resides when the expenses are incurred;
* Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
* For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
* To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
* To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
* In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

*** In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.*

****Charges are based upon an independent third party organization that is the industry standard. Percentile data is based upon the third party organization's aggregated industry-wide claims data*

*****Late Entrant coverage limitation does not apply to New Mexico Residents for Insured Dental Products.*

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Did you know that most of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral health to overall health and provides reimbursement of copays or coinsurance for customers with qualifying medical conditions for program eligible procedures. Additionally, registered program members can access articles on behavioral conditions that impact oral health.

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

Prepared by Underwriting.

Cigna Total Network (P0002 / NS001)

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

Cigna PLAN OFFERED				
Product	Dental Choice		Dental Choice	
Plan Name	High Plan		LOW Plan	
Situs	TX		TX	
Funding	Fully Insured		Fully Insured	
Cigna RATES				
	High Plan		LOW Plan	
	#EE	Rates	#EE	Rates
Employee	31	$56.48	123	$26.70
Emp + Spouse	3	$114.60	27	$53.35
Emp + Child(ren)	9	$141.25	26	$54.91
Emp + Family	15	$199.35	31	$84.75
Monthly Billed Amount	58	$6,356.18	207	$8,779.46
Monthly Billed Amount Per Product	$6,356.18		$8,779.46	
Annual Billed Amount Per Product	$76,274.16		$105,353.52	
TOTAL EE's	265			
TOTAL Monthly Billed Amount	$15,135.64			
TOTAL Annual Billed Amount	$181,627.68			

The above DPPO rates are guaranteed for 2 years, valid for 10/01/2025 and 10/01/2026 effective dates

The quoted Dental rates are valid only when packaged and sold along side Cigna Medical.
If sold standalone, an increment of 1.56% would apply to the rates illustrated above.
If sold packaged with two or more Cigna Supplemental Health lines of coverage (AI/CI/HC), an additional decrement of 1% would apply to the rates illustrated above
This quote assumes the proposed DPPO benefits will be administered on Facets.

Oppty #: OP-5629953

7/31/2025 9:46 PM

Cigna Healthcare Financial Exhibit for:

City of Duncanville

Effective Date: October 01, 2025

PROPOSAL TERMS AND CONDITIONS for Dental

A. General Terms of this Proposal

Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group Dental benefit plan (the "Plan") sponsored by City of Duncanville. This proposal is valid for 60 days from its original date of release, 06/25/2025. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

Proposal Caveats

Cigna HealthCare may revise or withdraw this Proposal if:

1 there is a change to the effective date of the quote.
2 benefits and any applicable experience do NOT match benefits with incumbent carrier; a review of the SPD may be required prior to implementation.
3 participation is below 89%. This will be based on the total eligible employees, identified as 298.
4 out of network reimbursement, verified prior to implementation based on sample out of network claim allowance for specific procedure codes, is different than communicated or accounted for in the financial projections
5 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
6 it is not the exclusive provider of Dental for all of City of Duncanville's employees in all worksites.
7 there is a change in law, regulation, tax rates, or the application of any of these that affects Cigna's costs
8 a multi-year rate/fee guarantee/cap is offered as part of the proposal and/or resulting contract, and City of Duncanville attempts to seek a request for proposal or goes out to bid prior to the end of or does not remain with Cigna for the full term of the multi-year term period noted in this proposal and/or resulting contract.

B. Scope and Application of this Proposal

If this quote is based on the incumbent's claims experience and unless otherwise indicated, this Proposal:

1 contains insured rates that are illustrative until the incumbent's full SPD is received
2 contains benefit summaries that are illustrative until the incumbent's full SPD is received
3 assumes the quoted Dental rates are valid only when Dental is packaged and sold alongside Cigna Medical.
4 assumes employer contribution levels match what is shown in the RFP.
5 assumes the premium rates proposed by Cigna Healthcare are subject to final Underwriting approval and may be changed due to differences in selection of benefits, changes in census data, or any other changes in risk determined by Cigna Healthcare.
6 includes rates which are subject to regulatory approval. If, as of their proposed effective date, regulatory approval is not obtained, Cigna shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically upon approval.
7 assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will supersede the Proposal in the event of a conflict.
8 includes Dental rates which are guaranteed for a period of 24 months while the contract remains inforce. The guarantee is valid only if medical renews with dental in subsequent period.
9 assumes the rates contain sufficient commission load for Dental of 0%.
10 assumes only a passive DPPO plan may be offered to TX or MS employees due to regulatory requirements.
11 assumes the plan will be implemented using Cigna's standard policy provisions, limitations, and contract language as reflected in Cigna's summary plan description unless specific modifications have been approved and rated appropriately. These standards are summarized in the Underwriting benefit summary. Any benefit modifications must be communicated in writing from Underwriting.
12 Cigna's Dental and/or Vision products are "excepted benefits" and not subject to Essential Health Benefit requirements.
13 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
14 The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
15 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

RESOLUTION NO. 2025-507

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PROPOSAL FOR CITY PAID EMPLOYEE AND RETIREE MEDICAL AND DENTAL INSURANCE ADMINISTERED BY THE CIGNA GROUP (CIGNA) FOR A TWELVE (12) MONTH CONTRACTUAL AGREEMENT EFFECTIVE OCTOBER 1, 2025, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue to provide competitive medical and dental benefits to City of Duncanville employees and retirees.

WHEREAS, it is desired to retain Cigna to replace Blue Cross Blue Shield of Texas as the Third Party Administrator (TPA) of all medical and dental claims for City of Duncanville employees and retirees with a twelve (12) month contractual agreement from October 01, 2025 through September 30, 2026.

WHEREAS, the Duncanville City Council desires to approve the recommended changes as listed throughout this resolution.

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

SECTION 1. The City of Duncanville hereby approves entering into a twelve (12) month contract with Cigna as TPA for medical and dental insurance benefits for employees and retirees.

SECTION 2. The City Council hereby authorizes the City Manager to execute the necessary contractual documents to confirm this Resolution as appropriate.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider a Resolution authorizing the acquisition of internet services from The University of Texas at Austin - Office of Telecommunication Services through an interlocal cooperative contract in the estimated expenditure amount of $36,000 for five (5) years. Fiscal year 2026 cost at $6,712.68, and allowing for yearly increases.

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:
Clayton Ganzer, Director of IT

BACKGROUND/HISTORY:
The City first made a contract in 2018 for Internet services from The University of Texas at Austin. In 2023 City Council extended the original contract for an additional year. This resolution would create a new 5 year agreement, based on an interlocal cooperative contract and pricing. For fiscal year 2026 our contracted price will be $6,712.68. Extended for 5 years, and allowing for a modest increase we get to the not to exceed amount of $36,000

POLICY EXPLANATION:
Interlocal agreements between political subdivisions of the State require City Council approval.

Sec. 791.011. CONTRACTING AUTHORITY; TERMS. (a) A local government may contract or agree with another local government or a federally recognized Indian tribe, as listed by the United States secretary of the interior under 25 U.S.C. Section 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with this chapter.

(d) An interlocal contract must:

(1) be authorized by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish

procedures for entering into interlocal contracts that do not exceed $100,000 without requiring the approval of the governing body;

FUNDING SOURCE:

ORG and Object Number
01011400-700451 (Information Technology - Maintenance Agreements)

Available Budget	**Purchase Amount**	**After Encumber**
$32,590.21	$6,712.68	$25,877.53

ACTION ALTERNATIVES:

1. Approved 5 year contract in the amount of $36,000.
2. Do not approve 5 year contract for IT to procure Internet services through The University of Texas at Austin
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-500 - Interlocal Cooperative Contract with University of Texas at Austin - Pdf
CITY OF DUNCANVILLE FY25-26 ICC

RESOLUTION NO. 2025-500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACQUISITON OF INTERNET SERVICES FROM THE UNIVERSITY OF TEXAS AT AUSTIN - OFFICE OF TELECOMMUNICATION SERVICES THROUGH AN INTERLOCAL COOPERATIVE CONTRACT IN THE ESTIMATED EXPENDITURE AMOUNT OF $36,000.00 FOR FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City to maintain Internet services; and

WHEREAS, the City of Duncanville has purchased Internet services from the University of Texas at Austin - Office of Telecommunications services since FY 2018

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 and approves the acquisition of Internet Services from the University of Texas at Austin - Office of Telecommunication Services through an Interlocal Cooperative Contract in an amount not to exceed $36,000

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or his designee, to execute the necessary agreement, document, and/or purchase orders; and

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (**Contract**) is entered into effective **September 1, 2025** (**Effective Date**), by and between Contracting Parties pursuant to authority granted in and in compliance with Chapter 791, *Government Code*.

CONTRACTING PARTIES:

Receiving Party: **City of Duncanville,** a municipality of the State of Texas.

Performing Party: **The University of Texas at Austin, ITS, Office of Telecommunication Services,** an institution of higher education and agency of the State of Texas.

PURPOSE: Subject to Receiving Agency's compliance with The University of Texas System Office of Telecommunication Services ("UT-OTS") Use Policy (Appendix A attached and incorporated by reference), Performing Agency shall provide Receiving Agency with access to national networks, including the commodity Internet and/or the Internet2 networks (the "services"), and a port charge which is necessary to connect to the network in accordance with the UT-OTS Service Level Policy (Appendix B attached and incorporated by reference). Such access is accomplished via Receiving Agency's connection to the UT-OTS backbone. The UT-OTS backbone interconnects all UT-OTS subscriber institutions, including Receiving Agency, and acts as a conduit to the national networks.

For all ports:
Unlimited usage up to port capacity
- Commodity Internet
- Internet2
- Point-to-point (subject to an additional port charge)

Caching and peering
Cloud Exchange Connections Covered
Private Network Interconnect (PNI) – receiving party pays the cross connect charges and additional port
Customer Portal (where applicable)
Engineering Design Support
Waves billed on an individual Case Basis based on cost
Receiving party pays separately for any local loop/access circuits (ex. AT&T ASE)

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

DESCRIPTION OF SERVICE		QTY	PER UNIT COST	MRC TOTAL	# OF MONTHS	CONTRACT TOTAL
METRO ETHERNET TRANSPORT		1	$80.00	$80.00	12	$960.00
INFORMATION	CIRCUIT ID					
SHARE OF OTS ASE HUB	1001.MET.CODUNC					
AT&T ASE PASSTHROUGH COST		1	$479.39	$479.39	12	$5,752.68
INFORMATION	CIRCUIT ID					
ASE (500M CIR)	101.ASE.CODUNC.DUNC203EWHEATLAND					
TOTAL AMOUNTS				$559.39		$6,712.68

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Chapter 77, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract will not exceed **$6,712.68.**

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with Chapter 2251, *Government Code* (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

Section 51.012, *Education Code*, authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **August 31, 2026**.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: City of Duncanville, a municipality of the State of Texas
203 E. Wheatland Rd.
Duncanville, TX 75116-4818
ATTN: Jesse Rodela
(972) 780-5087

If to Performing Party: The University of Texas at Austin
ITS, Office of Telecommunication Service
1301 E Dean Keeton St., H7000
Austin, TX 78722
Attention: Judith Ramos
billing@ots.utsystem.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the sixty-day period.

Performing Party may terminate this Contract without cause upon sixty (60) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in 1 TAC Chapter 213 and 1 TAC Section 206.70 (ref. Subchapter M, Chapter 2054, *Texas Government Code*). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by **1 TAC Section 213.38(g)**.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Travis County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, *Government Code* (**Public Information Act**), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY:	**PERFORMING PARTY:**
City of Duncanville	**The University of Texas at Austin**
By: _____	By: _____
Name: _____	Name: Linda Shaunessy
Title: _____	Title: Business Contracts Administrator
Date: _____	Date: _____

Appendix A:
UT-OTS Use Policy

Network Abuse
The University of Texas System Office of Telecommunication Services (“UT-OTS”) takes a direct and immediate interest in protecting the operational integrity of the network from any activity at a subscriber site which causes disruption of communications services on the UT-OTS network or elsewhere on the Internet. In order to protect the network from any such occurrence, UT-OTS subscriber organizations must be able to physically locate any given computer based on the IP address assigned to it and, upon request, remove that computer from the network or revoke the computer user's access to that and other computers, as appropriate. In any case where on-going disruption of communications services on the UT-OTS network or elsewhere on the Internet is traceable to a particular subscriber organization and such activity cannot be controlled by that subscriber, then the subscriber's connection may be shut down until the disruptive activity has ceased.

Spam
Transmission of unsolicited bulk email (“Spam”) by a UT-OTS subscriber is strictly prohibited, including the maintenance by a subscriber of 'open relay' systems permitting such transmission by third parties. Additionally, a UT-OTS subscriber may not host a network service (web-based or other) that is advertised in unsolicited bulk email, even though such email originates in other networks. Repeated infractions of this Spam policy will be considered grounds for termination of service.

Resale of UT-OTS Connectivity
The resale of UT-OTS/Internet access by any subscriber is strictly prohibited.

Appendix B:
UT-OTS Service Level Policy

NETWORK AVAILABILITY
The Performing Agency will make every reasonable effort to provide continuous data communication service, excluding planned maintenance periods, based on the availability commitments below. Access circuits that connect to this infrastructure where the service is being provided by another carrier are the responsibility of the provider of that circuit, including any associated service levels. Unless specifically indicated, this service level policy applies only to services operated on the UT-OTS infrastructure directly and does not apply to services or circuits acquired, either directly or indirectly, through another provider. Furthermore, this service level policy can only be applied to services where the Receiving Agency utilized both physical and logical diversity to the UT-OTS edge.

Commodity Internet & Internet2:
Availability 99.95%
End-to-end latency less than 50 milliseconds.
Packet Loss less than 0.1%

Point-to-Point Within UT-OTS Network:
Availability 99.95%
End-to-end latency less than 25 milliseconds.
Packet Loss less than 0.1%

DEFINITIONS

The terms defined in this section are either service level metrics or are relevant to service level metrics.

A. Maintenance Periods

Unless otherwise specified, UT-OTS will make every effort to ensure that all services shall be available 24 Hours a day, 365 Days a year, apart from planned or emergency maintenance event.

Planned Maintenance is defined as non-critical work requiring or potentially causing service outages. These events shall be coordinated and occur during a time-frame agreeable to both parties. Typically, events of this nature are performed within a specified window of time between 8:00pm and before 8:00am on weekdays or weekends. Notification of a Planned Maintenance event will be sent no less than seven (7) days prior to the scheduled event start time.

Emergency (*Unplanned*) maintenance is defined as critical network maintenance that must occur with less than the applicable standard advance notification time required for a Planned Maintenance. Notification of an Emergency Maintenance events will be sent as soon as information is available.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider a Resolution authorizing the purchase of mobile computers from Baycom Inc. using the Texas Department of Information Resources (DIR) Contract DIR-CPO-5225 in the amount of $68,071.

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:
Clayton Ganzer, Director of IT

BACKGROUND/HISTORY:
The Police Department currently utilizes mobile digital communication (MDC) devices for answering and responding to our citizen calls for assistance. The MDC is a personal computer/laptop that is installed in each police vehicle and has become an integral and necessary piece of equipment used by our law enforcement officers. It is a necessary best practice to replace these devices on a regular schedule to ensure that our Officers have solid and reliable equipment necessary to perform their duties. This was put out for bid to several vendors, including HUB compliant vendors.

POLICY EXPLANATION:
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 for the purchase of the item. DIR contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
410-700232

Available Budget	**Purchase Amount**	**After Encumber**

$89,675.82	$68,071.00	$21.604.82

ACTION ALTERNATIVES:

1. Approve contract in the amount of $68,071.
2. Do not approve contract for IT to purchase MDC computers from Baycom Inc.
3. Other actions as directed by Council.

ATTACHMENTS:

Duncanville FD FZG2_2 Toughbook Quote_r2, 06-09-25
Duncanville PD FZ55_15 Toughbook Quote_r3, 06-09-25
Duncanville Quotation Summary Sheet
Exhibit B
Exhibit A
Resolution No. - 2025-503 - Purchase of Mobile Computers for the Police Department from Baycom Inc. - Pdf

BAYCOM A Lifeline in the Moments that Matter

Corporate Office
2040 Radisson St.
Green Bay, WI 54302

Texas: 737-231-1836
tschmied@baycominc.com

City of Duncanville
Clayton Ganzer
203 E. Wheatland Rd
Duncanville, TX 75116
6/9/2025
(972) 707.3879
clayton.ganzer@duncanvilletx.gov

Quote No. TS20250523RSrev2

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
	State DIR Contract CPO 5225		
2	**Panasonic Toughbook FZ-G2 Model** Intel Core Ultra 5-135U < 4.4GHz vPro Processor 10" WUXGA Gloved Touch Display w/ Digitizer 16GB Memory 512GB SSD Storage 4G Multicarrier LTE Internal GPS for CAD Integration, Mapping [1] Intel Dual Band WiFi 6E and Bluethooth v5.x 1Gbps Ethernet Hello Webcam Windows 11 Pro Emissive Backlit Keyboard **3-Yr Protection Plus No Fault Warranty & Coverage** 3-Yr No Return Coverage SSD Failures 3-Yr Imaging and Deployment Services - If Requested **6-Mo Engineering Field Services - If Needed**	$3,847.00	$7,694.00
	[1] To unitilze dedicated GPS for CAD integration, field engineer services are required at no additional costs.		
	Warranty Upgrades and Other Options		
	4-Yr No Fault Warranty Upgrade	$324.00	
	4-Yr Smart Battery Warrenty w/Essentials	$198.00	

	EQUIPMENT COST:	$7,694.00
Payment Terms: Net 30 Days	**SHIPPING:**	Included
Quotation Good for 60 Days	**TAX:**	Exempt
We impose a surcharge of 2% on credit card purchases over	**TOTAL:**	**$7,694.00**
$1,000.00 which is not greater than our cost of acceptance.		

Your signature is an agreement to purchase and an acceptance of DIR's Terms & Conditions

Approved By: _____ /_____
AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Tom Schmied at 737-231-1836

www.baycominc.com | info@baycominc.com | (800) 726-5426

Panasonic TOUGHBOOK brother GAMBER JOHNSON
HAVIS cradlepoint SIERRA WIRELESS

BAYCOM A Lifeline in the Moments that Matter

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Quote No. TS20250523BTrev3- FZ55 Quote

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
	State DIR Contract CPO 5225		
15	**Panasonic Toughbook FZ-55 Model** Intel Core i5-1345U < 4.7GHz vPro Processor 14" FHD Gloved Touch Display w/ Digitizer 16GB Memory 512GB SSD Storage 4G Multicarrier LTE Internal GPS for CAD Integration, Mapping Intel Dual Band WiFi 6E and Bluethooth v5.x 1Gbps Ethernet Hello Webcam Windows 11 Pro Emissive Backlit Keyboard **3-Yr Protection Plus No Fault Warranty & Coverage** 3-Yr No Return Coverage SSD Failures 3-Yr Imaging and Deployment Services - If Requested **6-Mo Engineering Field Services - If Needed**	$3,296.00	$49,440.00
4	**Panasonic FZ55 Desktop Docks** Includes 120V AC Power Adapter	$458.00	$1,832.00
	Warranty Upgrades and Other Options		
15	4-Yr No Fault Warranty Upgrade	$417.00	$6,255.00
15	4-Yr Smart Battery Warrenty w/Essentials	$190.00	$2,850.00

EQUIPMENT COST:	$60,377.00
SHIPPING:	Included
TAX:	Exempt
TOTAL:	**$60,377.00**

Payment Terms: Net 30 Days
Quotation Good for 60 Days
We impose a surcharge of 2% on credit card purchases over $1,000.00 which is not greater than our cost of acceptance.

Your signature is an agreement to purchase and an acceptance of DIR's Terms & Conditions

Approved By: _____ /_____
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Quotation Summary Worksheet

City of Duncanville, Texas
Procurement and Contracting

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $25,000 require at least three (3) vendor quotes preferably from minority-women owned businesses (MWBE).
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
3) If you have contacted a vendor, and the vendor does not respond in an adequte time period (5 days), then include the vendor's name and record that as a "no bid"
3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
4) Awards based on "best value" may consider various factors, including but not limited to:
(a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs,
(f) Client References, (g) Cooperative Contract, (h)Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
5) Upon consideration of all factors, if all bids meet the City's needs, the award should be made to the lowest bidder, and most responsible.
6) Purchases in excess of $25,000 shall be emailed to Purchasing for evaluation assistance.

Informal Bids Tabulation Summary	Requistion #:			VENDOR #1		VENDOR #2		VENDOR #3		HUB #1		HUB #2		HUB #3	
	Vendor Name:			Baycom		Digital Resources		DataVox		Technology for Education LLC dba TFE		HiEd Inc.		NAVETECH SOLUTIONS, LLC	
	Quoted By (Contact Name):			Tom Schmied		Tillia Carter		No Response		Cassandra Counts		No Response		No Response	
	Enter "X" for selected vendor			X											
PRODUCT/SERVICE DESCRIPTION	ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Panasonic Toughbook FZ-55	1	15	ea	$3,296.00	$49,440.00	$4,185.08	$62,776.20		$0.00		$0.00		$0.00		$0.00
Panasonic FZ55 Desktop Docks	2	4	ea	$458.00	$1,832.00	$513.52	$2,054.08		$0.00		$0.00		$0.00		$0.00
Warranty for FZ-55	3	15	ea	$417.00	$6,255.00	$725.69	$10,885.35		$0.00		$0.00		$0.00		$0.00
Battery Warranty for FZ-55	4	15	ea	$190.00	$2,850.00	$175.00	$2,625.00		$0.00		$0.00		$0.00		$0.00
Panasonic Toughbook FZ-G2	5	2	ea	$3,847.00	$7,694.00	$5,757.61	$11,515.22		$0.00		$0.00		$0.00		$0.00
Warranty for FZ-G2	6	2	ea	$0.00	$0.00	$681.00	$1,362.00		$0.00		$0.00		$0.00		$0.00
Battery Warranty for FZ-G2	7	2	ea	$0.00	$0.00	$175.00	$350.00		$0.00		$0.00		$0.00		$0.00
	8		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	9		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	10		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	11		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	12		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	13		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	14		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	15		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	16		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	17		ea		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
* DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.			SUBTOTAL		$68,071.00		$91,567.85		$0.00		$0.00		$0.00		$0.00
			SHIPPING COST				$1,993.00								
			TOTALS		$68,071.00		$93,560.85		$0.00		$0.00		$0.00		$0.00
	PAYMENT TERMS														
	F.O.B. SHIPPING TERMS														
	DELIVERY DATE														

All awards should be made based on"Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

_____

_____

_____

_____

*** Name of Person Completing this Form:** Clayton Ganzer *** Signature:** _____

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES OR OTHER DOUCMENTATION MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 7.18.2023

BAYCOM A Lifeline in the Moments that Matter

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	Warranty Upgrades and Other Options		
15	4-Yr No Fault Warranty Upgrade	$417.00	$6,255.00
15	4-Yr Smart Battery Warrenty w/Essentials	$190.00	$2,850.00
		EQUIPMENT COST:	$60,377.00
		SHIPPING:	Included
		TAX:	Exempt
		TOTAL:	**$60,377.00**

Payment Terms: Net 30 Days
Quotation Good for 60 Days
We impose a surcharge of 2% on credit card purchases over $1,000.00 which is not greater than our cost of acceptance.
Your signature is an agreement to purchase and an acceptance of DIR's Terms & Conditions

Approved By: _____ /_____
AUTHORIZED CUSTOMER SIGNATURE DATE

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Panasonic TOUGHBOOK · brother · GAMBER JOHNSON · HAVIS · cradlepoint · SIERRA WIRELESS

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	[1] To unitilze dedicated GPS for CAD integration, field engineer services are required at no additional costs.		
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	4-Yr No Fault Warranty Upgrade	$324.00	
	4-Yr Smart Battery Warrenty w/Essentials	$198.00	

	EQUIPMENT COST:	$7,694.00
Payment Terms: Net 30 Days	**SHIPPING:**	Included
Quotation Good for 60 Days	**TAX:**	Exempt
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HAVIS cradlepoint SIERRA WIRELESS

RESOLUTION NO. 2025-503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF MOBILE COMPUTERS FROM BAYCOM INC. USING THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT DIR-CPO-5225 IN THE AMOUNT OF $68,071.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Police Department to maintain mobile computers; and

WHEREAS, The Duncanville IT Department has evaluated proposals and awarded an agreement to Baycom Inc.

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 and approves the purchase of mobile computers from Baycom Inc. using the Texas Department of Information Resources (DIR) Contract DIR-CPO-5225 in the amount of $68,071.

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or his designee, to execute the necessary agreement, document, and/or purchase orders; and

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

BAYCOM A Lifeline in the Moments that Matter

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Quote No. TS20250523BTrev3- FZ55 Quote

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

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	State DIR Contract CPO 5225		
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4	**Panasonic FZ55 Desktop Docks** Includes 120V AC Power Adapter	$458.00	$1,832.00
	Warranty Upgrades and Other Options		
15	4-Yr No Fault Warranty Upgrade	$417.00	$6,255.00
15	4-Yr Smart Battery Warrenty w/Essentials	$190.00	$2,850.00
		EQUIPMENT COST:	$60,377.00
		SHIPPING:	Included
		TAX:	Exempt
		TOTAL:	**$60,377.00**

Payment Terms: Net 30 Days
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EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
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	EQUIPMENT COST:	$7,694.00
Payment Terms: Net 30 Days	**SHIPPING:**	Included
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Approved By: _____ /_____
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STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider Resolution 2025-510 Approving an Amendment of the Purchase and Sale Agreement with KKMD Investments, LLC, authorizing a 30-Day Extension of the Inspection Period and Additional Earnest Money in the Amount of $10,000.00, for the commercial property located at 720 E. IH20.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor M. Barrera, Economic Development Director

BACKGROUND/HISTORY:
On February 18, 2025, City Council approved resolution 2025-422 approving the Purchase and Sale Agreement between the City of Duncanville and KKMD Investments, LLC, for the commercial property located at 720 E. IH20, known as the Toyota Property, for an amount not to exceed $1,020,000.00. The approved agreement provided the buyer with a 180-day inspection period upon the execution of the agreement.

Since the agreement's approval and execution, the buyer has been working diligently with their design professional to conduct the necessary due diligence on the property and prepare preliminary redevelopment plans for the entire site. However, the buyer is seeking a 30-day extension of the inspection period to allow the buyer's team to conduct additional due diligence, enabling the development plans to be finalized for the City's consideration and approval under the terms of the approved agreement.

POLICY EXPLANATION:

The buyer is willing to deposit another $10,000 as additional earnest money for the 30-day extension of the inspection period.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve the Amendment of the Purchase and Sale Agreement with KKMD Investments, LLC, authorizing a 30-Day Extension of the Inspection Period and Additional Earnest Money in the Amount of $10,000.00.
2. Deny the Amendment of the Purchase and Sale Agreement with KKMD Investments, LLC, authorizing a 30-Day Extension of the Inspection Period and Additional Earnest Money in the Amount of $10,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution 2025-510 - First Amendment for the PSA with KKMD_final
Reso. No. 2025-422 - Purchase & Sale Agreement - KKMD Investments

RESOLUTION NO. 2025-510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT OF THE PURCHASE AND SALE AGREEMENT WITH KKMD INVESTMENTS, LLC, PROVIDED HEREIN AS EXHIBIT "A", AND, AUTHORIZING A 30-DAY EXTENSION OF THE INSPECTION PERIOD AND ADDITIONAL EARNEST MONEY IN THE AMOUNT OF $10,000.00, FOR THE COMMERCIAL PROPERTY LOCATED AT 720 E. IH20.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville previously approved Resolution No. 2025-422, authorizing the City Manager to execute a Purchase and Sale Agreement ("Agreement") with KKMD Investments, LLC for the acquisition of real property located at 730 E. IH 20; and

WHEREAS, the subject property is a high-profile redevelopment site of strategic interest to the community, and the City is currently in the due diligence phase of the Agreement; and

WHEREAS, the City requires additional time to complete its evaluation of the property and has requested, and the Seller has agreed to a thirty (30) day extension of the Inspection Period as defined in the Agreement; and

WHEREAS, the City has offered, and the Seller has accepted, an additional Ten Thousand Dollars ($10,000.00) in earnest money as consideration for such extension; and

WHEREAS, the City Council finds that approving such an extension and additional earnest money supports prudent decision-making and ensures the City's interests are fully protected;

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves the First Amendment to the Purchase and Sale Agreement by and between KKMD Investments, LLC, and the City of Duncanville, provided herein as Exhibit "A", and authorizing a 30-Day Extension of the Inspection Period for the commercial property located at 720 E. IH20, Duncanville, Texas; and authorize the City Manager or designee to execute the terms of 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 5th day of August 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT
CITY OF DUNCANVILLE, TEXAS
AND
KKMD INVESTMENTS, LLC
730 E. IH 20, DUNCANVILLE, TEXAS

This First Amendment to the Purchase and Sale Agreement (this "Amendment") is made and entered into as of the ___ day of _____, 2025 (the "Effective Date"), by and between the **CITY OF DUNCANVILLE, TEXAS**, a home-rule municipality and political subdivision of the State of Texas ("Seller"), and **KKMD INVESTMENTS, LLC**, a Texas limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated _____, 2025 (the "Agreement"), for the conveyance of certain real property located at 730 E. IH 20, Duncanville, Texas (the "Property"); and

WHEREAS, the Property is a significant and visible site within the City of Duncanville, and its redevelopment is anticipated to provide substantial economic and community benefits; and

WHEREAS, the parties desire to amend the Agreement to (i) extend the Inspection Period by thirty (30) calendar days and (ii) provide for an additional deposit of earnest money in the amount of Ten Thousand Dollars ($10,000.00); and

WHEREAS, the Seller finds that providing this extension is in the best interest of the City to support the successful development of the site and to realize the anticipated public benefits;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Inspection Period

The Inspection Period as set forth in Section 6 of the Agreement shall be, and hereby is, extended by thirty (30) calendar days from its original expiration date. All references in the Agreement to the "Inspection Period" shall be deemed to refer to the Inspection Period as extended by this Amendment.

2. Additional Earnest Money

Within three (3) business days after the Effective Date of this Amendment, Buyer shall deposit with the Title Company an additional earnest money payment in the amount of Ten Thousand Dollars ($10,000.00), which shall be held, disbursed, and applied in accordance with the provisions of the Agreement.

3. No Other Amendments

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. Counterparts; Electronic Signatures

This Amendment may be executed in any number of counterparts and by electronic or PDF signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the Effective Date first written above.

SELLER:
CITY OF DUNCANVILLE, TEXAS
By: _____
Name: Richard Abernathy
Title: Interim City Manager

BUYER:
KKMD INVESTMENTS, LLC
By: _____
Name:
Title:

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RESOLUTION NO. 2025-422

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AFTER THE CITY ATTORNEY HAS REVIEWED AND APPROVED SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to sell a certain vacant tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, ("Property") to KKMD Investments, LLC. for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents ($1,020,000.00), pursuant to said Agreement attached herein as Exhibit "A"; and

WHEREAS, the City Manager is authorized to execute said Agreement after the City Attorney has reviewed and approved said Agreement.

WHEREAS, the City Council for the City of Duncanville, Texas has reviewed the Purchase and Sale Agreement and has determined it to be in the best interest of the City of Duncanville to enter said Agreement.

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

SECTION 1. The City Council approves the execution of the Purchase and Sale Agreement between the City of Duncanville (Seller) and KKMD Investments, LLC. (Buyer) for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents ($1,020,000.00), to purchase a tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, based on the terms and conditions set forth in said Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the City Manager of the City of Duncanville is authorized to execute said Purchase and Sale Agreement after approval by City Attorney as to form of said Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

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DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, this the 18th day of February 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is executed this __ day of February, 2025 ("Effective Date") by and between **THE CITY OF DUNCANVILLE, TEXAS,** a Texas Home Rule Municipal Corporation, ("Seller") and **KKMD INVESTMENTS, LLC,** a Texas limited liability company (which together with its successors and assigns are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale-Purchase.

1.1 Seller hereby agrees to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, upon the terms and conditions hereinafter set forth, a certain tract located in the County of Dallas, City of Duncanville and the State of Texas, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all easements, rights of way, privileges, appurtenances, strips and gores of land, water rights and other interests, rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passageways, open or proposed, on or abutting such portion of the Land, and other rights, if any, pertaining thereto (collectively, the "Property"); and, subject to the deed restrictions for nonpermitted uses on the Property as set forth herein.

1.2 Seller's Cooperation. Seller shall cooperate with Buyer in all reasonable respects in connection with Buyer's due diligence investigations, including but not limited to:

1.2.1 Providing access to all environmental reports, engineering studies, soil tests, permits, approvals, and other property-related documentation within five (5) business days of the Effective Date;

1.2.2 Facilitating access to the Property for Buyer's consultants and representatives;

1.2.3 Executing any necessary authorizations for Buyer to communicate with governmental authorities regarding the Property; and

1.2.4 Providing any additional information reasonably requested by Buyer regarding the Property.

1.7 Due Diligence Materials. The Inspection Period shall not commence until Seller has delivered all required due diligence materials to Buyer. Seller shall provide written notice to Buyer upon delivery of all such materials, and Buyer shall have five (5) business days to confirm receipt or notify Seller of any missing items.

2. Purchase Price.

2.1. The purchase price for the Property (the "Purchase Price") shall be One Million Twenty

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Thousand Dollars and Zero Cents ($1,020,000.00) as established by the appraisal attached hereto as Exhibit B.

2.2. Within ten (10) business days after the execution and delivery of this Agreement by Buyer, Buyer shall deposit with MH Title, Attn: Kim Nguyen, 5560 Tennyson Pkwy, Ste. 280, Plano, Texas 75025, Telephone (469) 304-4635 (in such capacity, the "Escrow Agent") the amount of **Ten Thousand and 00/100 Dollars ($10,000.00)** as earnest money (the "Earnest Money"), by wire transfer of immediately available federal funds. The Earnest Money will be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. The Earnest Money will be credited at the Closing against the Purchase Price. After expiration of the Inspection Period as extended, the Earnest Money shall be "at risk" and non-refundable to the Buyer but will apply as a credit against the Purchase Price.

Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of TEN and 00/100 DOLLARS ($10.00) will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's performance under this Agreement (the "Independent Contract Consideration"). If this Agreement is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Agreement **or if Buyer does not deliver its Notice to Proceed to Seller prior to the expiration of the Inspection Period, as extended,** the Earnest Money, less the Independent Contract Consideration, will be promptly returned to Buyer, and the parties will have no further rights or obligations under this Agreement (except for any that, by the explicit provisions of this Agreement, expressly survive the termination of this Agreement). Notwithstanding the foregoing, the Independent Contract Consideration shall be non-refundable to Buyer, retained by Seller and applied to the Purchase Price at Closing. Seller acknowledges the sufficiency of the Independent Contract Consideration.

2.3 If the contemplated transaction is consummated in accordance with this Agreement, the Earnest Money and all interest earned thereon, less the Independent Contract Consideration, will be applied to the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money and all interest earned thereon, will be held and delivered by Title Company as provided in this Agreement.

Buyer's failure to deliver any required notice pursuant to this Section 2 within applicable time period shall be deemed Buyer's election to terminate this Agreement. If the Appraisal is not delivered within forty-five (45) days after the Effective Date, Buyer shall have the right to either (x) terminate this Agreement or (y) engage an appraiser at Seller's expense to complete the Appraisal.

3. Closing.

3.1. Inspection Period.

3.1.1. Buyer shall have from the Effective Date until the date which shall be the first business day which is **One Hundred and Eighty Days (180)** days after the Effective Date (such period, the "Inspection Period") to carry out its due diligence investigations and inspections pertaining to the Property and otherwise to determine if the Property is suitable for Buyer ("Investigations"). Seller agrees that it shall fully cooperate with Buyer in connection with any and all Investigations and promptly provide information and copies of all contracts pertaining to the Property requested by Buyer during the Inspection Period to the extent either accessible by Seller or otherwise in Seller's possession or control, including, (i) operating information of the Property for the prior three (3) years reflecting: (a) ad valorem taxes both real and personal, (b) annual insurance premiums for fire, extended coverage, workmen's compensation, vandalism, and malicious mischief, general liability, rents and other forms of insurance, and (c) expenses incurred for water, electricity, natural gas, and other utility charges; (ii) all engineering, foundation, soil and environmental reports, and surveys; (iii) title policies/commitments; (iv) zoning/flood plain information; (v) termite certificates; and (vi) all property licenses, construction drawings, permits, and warranties.

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3.1.2. Before the expiration of the Inspection Period, Buyer shall deliver to Seller its proposed plan for the development of the Property ("Development Plan") including proposed site plan indicating layout of any roads or walkways, location of utilities, pad sites, green spaces, parking, and proposed uses. Development Plan shall include written commitment from both Buyer and Marriot International, Inc. for the construction of a Marriot Residence Inn, or higher classification, during the first phase of construction. Buyer must have written approval of its Development Plan from the Seller's City Council before proceeding with closing. Development Plan shall also include written confirmation of a commitment of a premium brand hotel as determined by the Seller's City Council. In the event Buyer fails to deliver a Development Plan acceptable to Seller, in Seller's reasonable discretion, by 11:59 p.m. Central Time on the final day of the Inspection Period, this Agreement shall automatically terminate without further action required by either party. Upon such termination, the Title Company shall promptly return the Earnest Money to Buyer, less the Independent Consideration, which shall be paid to Seller as consideration for this Agreement.

3.1.3. If, in its sole and absolute discretion, Buyer determines that the Property is satisfactory to Buyer, then Buyer shall deliver to Seller written notice to Seller (the "Notice to Proceed") of Buyer's acceptance of the Property at any time on or before 11:59 p.m. Central Standard Time on the last day of the Inspection Period. If Buyer fails to deliver the Notice to Proceed to Seller as set forth in this Section 3.1.2, then this Agreement will automatically terminate, in which event: (a) Buyer shall be absolutely and unconditionally entitled to a full refund of the Earnest Money less the Independent Contract Consideration and Escrow Agent is directed to refund to Buyer the Earnest Money less the Independent Contract Consideration, (b) this Agreement shall terminate, and (c) neither party to this Agreement shall have any further rights or obligations hereunder, except for the Post-Termination Obligations (as hereinafter defined), which shall survive such termination.

3.1.4. Notwithstanding the foregoing, Buyer, in its sole and absolute discretion, shall have two (2) options to extend the Inspection Period for a period of ninety (90) consecutive days each, *provided, however*, that Buyer provides notice of its election to Seller and the Title Company on or before the expiration of the Inspection Period, as extended.

3.1.5. Upon one (1) business day's prior notice from Buyer, Seller will allow Buyer, Buyer's principals and employees (collectively the "Buyer Group") and Buyer's third-party agents, contractors and vendors (collectively, "Buyer Representatives"), to enter upon the Property at reasonable times to conduct Investigations. Buyer Representatives shall have the right to enter the Property for its Investigations throughout the term of the Agreement.

3.1.6. The Property must be restored substantially to its present condition after any such tests, at Buyer's sole expense, ordinary wear and tear excepted. **BUYER HEREBY INDEMNIFIES SELLER AGAINST AND AGREES TO DEFEND AND HOLD SELLER HARMLESS FROM ALL CLAIMS, COSTS, EXPENSES, INJURIES, ACCIDENTS OR DAMAGE CAUSED BY BUYER OR BUYER'S INSPECTING AGENTS DURING BUYER'S INSPECTIONS, WHICH OBLIGATIONS SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT, ANY OTHER PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING; PROVIDED HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO: (A) THE DISCOVERY OR DISTURBANCE OF ANY PRE-EXISTING CONDITIONS ON THE PROPERTY; (B) ORDINARY WEAR AND TEAR; (C) ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS REPRESENTATIVES; (D) ANY DIMINUTION IN VALUE RESULTING FROM DISCOVERED CONDITIONS; OR (E) ANY CONDITIONS THAT EXISTED PRIOR TO BUYER'S ENTRY ONTO THE PROPERTY.**

3.2. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place in escrow with the Escrow Agent by mail away or at a mutually acceptable location as agreed to by Buyer and Seller on the date that is thirty (30) business days following the later of (i) the expiration of the Inspection Period, as extended, or (ii) Seller's acceptance of Buyer's Development Plan; or (iii) as otherwise agreed to in writing by Buyer and Seller (the "Closing Date").

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3.3. Conditions. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option), and in the event that any of the conditions set forth below has not so been fully satisfied or waived, then Buyer shall have the right, in its discretion, to terminate this Agreement by notice to Seller, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder except for any obligations which expressly survive the termination of this Agreement ("Buyer's Conditions Precedent"):

3.3.1. Seller shall have timely performed, observed and complied in all material respects, with all of the obligations, covenants, agreement and conditions required to be performed, observed and complied with by Seller by the terms of this Agreement at or prior to the Closing;

3.3.2. All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date with the same effect as if made on and as of such date;

3.3.3. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein; and

3.3.4. The Title Company's commitment to issue the Owner Policy in the form required by the title insurance commitment, as the same may have been supplemented, in the full amount of the Purchase Price.

3.3.5. Receipt of all governmental approvals, permits, and entitlements necessary for Buyer's intended use of the Property, including but not limited to zoning, site plan approval, and building permits;

3.3.6. No material adverse change to the physical or environmental condition of the Property between the Effective Date and Closing;

3.3.7. No pending or threatened litigation, condemnation, or governmental proceeding affecting the Property;

3.3.8. Receipt of satisfactory environmental reports, including a Phase I Environmental Site Assessment and, if recommended, a Phase II Environmental Site Assessment;

3.3.9. Seller's delivery of an executed and recordable declaration of restrictions regarding the hospitality restriction on adjacent land in form and substance reasonably satisfactory to Buyer;

3.310. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

a. single family residential uses
b. live-work units
c. multi-family residential uses
d. any industrial uses
e. any manufacturing use
f. assisted living
g. drive thru (only)
h. home occupation

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i. adult day services
j. child care facilities
k. community center
l. driving school
m. local utility distribution lines
n. medical clinic or office or facility
o. place of worship
p. public facility, use or utility
q. school, primary or secondary (public or private)
r. wireless communication tower
s. country club
t. park, public or private
u. appliance rental and repair
v. funeral home
w. pawn shop
x. personal care
y. plumbing shop
z. postal mart
aa. retail convenience store w and w/o restaurant)
bb. sign
cc. tattoo
dd. tobacco
ee. animal services
ff. furniture repair
gg. laundry
hh. laundry mat
ii. sign manufacturing
jj. auto repair
kk. car wash
ll. fuel station
mm. parking lot

4. Apportionments.

4.1. The parties agree that the following shall be apportioned between Seller and Buyer at the Closing, as of 11:59 p.m. of the day immediately preceding the Closing Date on the basis of the actual number of days of the month that shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year, and the net aggregate amount thereof either shall be paid by Buyer to Seller or credited to Buyer towards the Purchase Price, as the case may be, at the Closing such that Seller shall be obligated for all such matters accruing up to the day immediately preceding the Closing Date and Buyer shall be responsible for such items first accruing as of the Closing Date.:

4.1.1. All ad valorem taxes and assessments, personal property taxes and assessments, and all other assessments with respect to the Property, or any portion thereof, for all periods prior to Closing must be paid by Seller at or prior to Closing. Taxes and assessments for the Property for the year of the Closing shall be prorated as of the Closing Date. If an exact determination of such taxes and assessments cannot be made at the Closing, the parties shall estimate the amount based on the amount of such taxes and assessments for the Property for the immediately preceding calendar year, and Purchaser and Seller will adjust the prorations in cash within 30 days after the actual assessment and taxes are known. Notwithstanding anything contained in this Agreement to the contrary, all ad valorem tax "roll-backs" or assessments with respect to any period prior to the Closing due to change in land use or ownership with respect to the Property acquired by Buyer must be paid by Seller. In connection with the tax proration, if actual tax and assessment figures for the year of Closing are not available on the Closing Date, then the

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proration of such taxes and assessments will be made using tax and assessment figures from the prior calendar year and such proration of taxes will be readjusted within thirty (30) days after the date such taxes and assessment figures are fixed.

4.1.2. Annual license, permit, franchise and inspection fees.

4.1.3. All other items (including, without limitation, utilities) customarily apportioned in connection with the sale of similar properties similarly located.

4.1.4. If the Property or any part thereof shall be or shall have been affected by any bond or special assessment prior to the Closing Date, such bond or special assessment shall be paid and discharged in full at Closing by Seller regardless of whether same may be payable in installments or otherwise.

5. Closing Documents.

5.1. At the Closing, Seller shall deliver to Buyer (or the Title Company, as applicable) the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

5.1.1. a Special Warranty Deed (the "Deed") with agreed to deed restrictions as set forth herein; to the Property from Seller, duly executed and acknowledged by Seller, in form reasonable acceptable to Buyer and the Title Company;

5.1.2. a general assignment of rights (the "General Assignment") executed by Seller;

5.1.3. "non-foreign person certification" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto ("Code") executed by (or on behalf of) Seller and setting forth Seller's U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3), as amended;

5.1.4. such documents (such as limited liability company resolutions, corporate resolutions or partnership authorizations and certified limited liability company, corporate or partnership organizational documents) as are reasonably required by the Title Company to evidence the authorization of the transactions contemplated by this Agreement (the foregoing shall only be delivered to the Title Company);

5.1.5. a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing; and

5.1.6. the Title Company's irrevocable commitment to issue a TLTA Owner Policy of Title Insurance ("Owner Policy") to Buyer, at Seller's expense, for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Title/Survey Exceptions and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Without limiting the generality of the foregoing, the printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Title/Survey Exceptions; there must be no exception for rights of parties in possession or mechanics liens.

5.2. At the Closing, Buyer shall deliver to Seller (or the Title Company, as applicable) the following:

5.2.1. the Closing Funds;

5.2.2. a settlement statement executed by Buyer;

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5.2.3. Buyer will deliver to Seller and the Title Company evidence satisfactory to Seller and the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so.

5.2.4. such other documents, instruments and/or deliveries as are required to be delivered by Buyer pursuant to the terms of this Agreement.

6. Title Insurance.

6.1. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of any existing surveys of the Property that Seller has in its possession, control, or access (the "Existing Survey") or a notice that same is not in Seller's possession, control, or access.

Within five (5) days following delivery of the Updated Survey, Seller at Seller's expense shall order a title insurance commitment ("Commitment") for an Owner's Policy of Title Insurance ("Title Policy", defined below) naming Buyer as the proposed insured and in the amount of the Purchase Price. The Commitment shall be endorsed or updated within fourteen (14) days before Closing. The Commitment shall require the Title Company to provide Buyer, at Closing, with a fully paid Owner's Title Insurance Policy covering the Property in the aggregate face amount of the total Purchase Price, subject to the preprinted exceptions set forth therein (which Title Policy shall be at Seller's expense excepting only the cost of deletion of the survey exception and any other endorsements, if requested by Buyer or Buyer's lender, will be at Buyer's expense). The Commitment and continuation thereof shall show Seller to be vested with indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, and other conditions except for the following:

6.1.1. Ad valorem real estate taxes for the year of closing and subsequent years, which are not yet due and payable.

6.1.2. All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Buyer's intended improvements (as hereinafter defined) and/or the current use of the Property.

6.1.3. Restrictions or matters appearing on the plat or otherwise common to the subdivision, none of which shall prohibit or otherwise interfere with Buyer's intended improvements and/or the current use of the Property.

Buyer has until the 15th day after Buyer's receipt of the Commitment and Survey (the "Title Review Period") in which to notify Seller in writing (hereinafter referred to as the "Title Notice") of any objections Buyer may have to any such exceptions to Seller's title to the Property set forth in the Commitment and Title Documents (other than the Cure Items (hereinafter defined)) or any matters set forth on the Survey that are objectionable to Buyer (herein collectively referred to as the "Objections"). Any such matters to which Buyer does not object in such manner and within such time period (other than the Cure Items), or any Objections which are thereafter waived by Buyer in writing or deemed waived prior to Closing, are collectively the "Permitted Exceptions" and individually a "Permitted Exception" for purposes of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Cure Items"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, liens other than the lien for taxes not yet due and payable, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's Affidavit by Seller.

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6.2. If Buyer timely delivers a Title Notice indicating any Objections, then Seller may, within 10 days after receipt of such Title Notice (the "Cure Period"), at Seller's sole discretion, either (i) remedy or remove, at Seller's expense, the Objections to the satisfaction of Buyer and provide to Buyer evidence thereof reasonably satisfactory to Buyer or (ii) notify Buyer in writing of the Objections that Seller will and will not remedy and remove prior to Closing to the satisfaction of Buyer. Seller will be deemed to have elected not to remedy or remove an Objection if no notice of agreement to cure is given Buyer within the Cure Period. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of any Objection, then Buyer has, as Buyer's sole remedies, the right, by delivering written notice thereof to Seller ("Election Notice") within five (5) business days following the end of the Cure Period, to (i) terminate this Agreement in its entirety in which case Buyer will receive a refund of the Earnest Money within five (5) business days from the date of the Election Notice and Seller and Buyer will be released from this Agreement, and, except as the terms otherwise provided in this Agreement that survive termination, have no further rights or obligations one to the other under this Agreement, or (ii) waive any such Objections by delivering written notice thereof to Seller and proceed as otherwise provided in this Agreement, without reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall, at its sole cost and expense, discharge the Cure Items and promptly undertake and use reasonable efforts, to eliminate or modify all Objections made by Buyer. Seller agrees at or prior to Closing to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding.

6.3. If Seller elects to cure or satisfy an Objection, but after its exercise of good faith efforts, fails to do so by the Closing Date, or if Seller fails to cure a Cure Item by the Closing Date, Buyer shall have the right to either (a) terminate this Agreement upon written notice of termination given no later than the scheduled Closing Date or (b) close the transaction and waive such objection without adjustment or abatement in the Purchase Price and with Buyer being deemed to have accepted such Objection as a Permitted Exception.

6.4. Buyer may, after the Title Review Period but prior to the Closing, notify Seller in writing (a "Title Update Notice") of any additional objections to title added to the Commitment or raised by the Title Company or shown in an update or revision to the Commitments and/or recertification or update to the Survey ("Additional Objections"), and such Additional Objections shall be treated in the same manner as Objections in this Section of this Agreement. Seller may extend the Closing Date for up to thirty (30) days in order to allow Seller to cure such Additional Objection(s), during which time Seller shall diligently attempt to cure such Additional Objection(s).

7. Disposition of Earnest Money.

7.1. If (a) Seller is unable to convey title in accordance with the terms of this Agreement, or (b) Buyer is entitled to and does elect to terminate this Agreement, or (c) if Buyer is not otherwise obligated to close according to the terms of this Agreement or (d) if Seller defaults in any of its obligations or covenants under this Agreement, then Buyer shall have the absolute and unconditional right to terminate this Agreement, and Seller and Buyer unconditionally agree to and Escrow Agent is directed to refund to Buyer the Earnest Money but not the Independent Contract Consideration (or such portion thereof as shall have been deposited with Escrow Agent) and (ii) if Buyer terminates this Agreement because of a Seller default, Seller shall pay to Buyer an amount equal to the documented out-of-pocket expenses in connection with the negotiation of this Agreement, Buyer's due diligence investigations and its pursuit of any financing with respect to its acquisition of the Property (the "Transaction Costs"). Buyer shall have all other rights and remedies available at law or in equity for any Seller default including without limitation the right to seek specific performance of this Agreement.

7.2. If Seller has fully complied with all of the terms, covenants and conditions of this Agreement, and the Title Company is ready, willing and able to guarantee title to Buyer in the form prescribed in this Agreement, and within the time limitations set forth in this Agreement, and Buyer fails or refuses to

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consummate this Agreement in accordance with the provisions of this Agreement, for any reason (other than the termination of this Agreement pursuant to any right to terminate this Agreement expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement), then Escrow Agent shall deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent) to Seller.

8. Buyer's Default. If Buyer shall fail or refuse to perform Buyer's obligation to purchase the Property in accordance with this Agreement, other than due to Seller's default or termination hereof by Buyer pursuant to the applicable provisions hereof, Seller, as Seller's sole and exclusive remedy, shall have the right to cause Escrow Agent to deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent), as and for Seller's liquidated damages (the parties hereto acknowledging that it would be difficult or impossible to accurately ascertain the amount of Seller's damages), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than the obligations hereunder which explicitly state that they shall survive termination of the Agreement.

9. Seller's Default. If Seller shall default under this Agreement, then Buyer may either:

9.1. Deliver written notice to Seller that Buyer elects to terminate this Agreement, in which event the provisions of Section 7 of this Agreement shall apply to such termination and Buyer shall be unconditionally entitled to a full refund of the Earnest Money; or

9.2. Bring an action against Seller to seek specific performance of Seller's obligations hereunder. Notwithstanding the forgoing, if Buyer elects to bring an action against Seller to seek specific performance of Seller's obligations hereunder and the court declines to grant such specific performance, Buyer shall have the right to seek damages as well as the remedy set forth in Article 7 above.

10. Representations.

10.1. Seller hereby represents and warrants to Buyer and agrees with Buyer that, as of the Effective Date and as of the Closing Date:

10.1.1. Seller is a Type 4B Texas Economic Development Corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State where the Property is located, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.1.2. The execution, delivery and performance of this Agreement by Seller (i) are within Seller's powers (ii) have been duly authorized by all necessary company action, and (iii) this Agreement and any other documents executed in connection herewith have been duly executed and delivered, and are legally valid obligations of Seller, enforceable in accordance with their terms;

10.1.3. except with respect to Buyer, Seller has not granted to any Person any option or other right to purchase the Property;

10.1.4. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension or readjustment of its indebtedness, (iii) consented, in any creditor's proceeding, to the appointment of a receiver or trustee of Seller or any of its property or any part thereof, or (iv) been named as a debtor in an involuntary bankruptcy proceeding or received a written notice threatening the same;

10.1.5. no condemnation or eminent domain proceedings are pending or, to Seller's knowledge,

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have been threatened with respect to the Property;

10.1.6. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

10.1.7. there are no contracts or agreements of any kinds or nature that affect the Property or Seller's right, title or interest therein and that will be binding upon Buyer after the Closing, including, without limitation, service contracts;

10.1.8. there is no action or proceeding pending, nor, to Seller's knowledge, threatened against or relating to (a) the Property, (b) this transaction or (c) Seller, which would affect Buyer or the Property after the Closing;

10.1.9. Seller has not received any notice that the Property and/or the present use and condition of the Property violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to, the Property, as modified by any duly issued variances disclosed to Buyer in writing before the execution of this Agreement (collectively, the "Legal Requirements"), and Seller has not entered into any agreements with any authorities in connection with compliance with Legal Requirements;

10.1.10.No services, material or work have been supplied to Seller with respect to the Property for which payment has not been or as of Closing shall not have been made in full;

10.1.11.Seller has not retained anyone to file notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

10.1.12.Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act, and other authorizing statutes, executive orders and regulations administered by OFAC (as hereinafter defined), and related Securities and Exchange Commission, SRO or other agency rules and regulations, and has policies, procedures, internal controls and systems that are reasonably designed to ensure such compliance. Neither: (i) Seller, any Affiliate of Seller or any Person controlled by Seller; nor (ii) any Person who owns a controlling interest in or otherwise controls Seller; nor (iii) if Seller is a privately held entity, any Person otherwise having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any Person for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, Person, organization, or entity named on an OFAC List (as hereinafter defined), or is a prohibited country, territory, Person, organization, or entity under any economic sanctions program administered or maintained by OFAC. For the purposes of this Section 10, "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control and "OFAC List" is any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (i) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (ii) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC), and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (iii) a "Designated National" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515.

10.1.13.The Property complies with all applicable building codes, zoning laws, ordinances, and

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regulations, and Seller has not received any notices of violation thereof;

10.1.14.There are no underground storage tanks on the Property, and to Seller's knowledge, no hazardous materials have been used, generated, stored, released, discharged or disposed of on, under or about the Property in violation of any environmental laws;

10.1.15.There are no leases, service contracts, maintenance agreements, or other agreements affecting the Property that will survive Closing or be binding on Buyer;

10.1.16.There are no special assessments, impact fees, development fees, or other similar charges pending or threatened against the Property;

10.1.17.All utilities necessary for Buyer's intended development of the Property are available at the property line with sufficient capacity for such development, or can be brought to the Property.

All references in this Agreement to the "knowledge of Seller" or "to Seller's knowledge" or similar qualifier refers only to the actual knowledge of the City Councitl of Seller.

10.2. Buyer hereby represents and warrants to Seller and agrees with Seller that, as of the Effective Date and as of the Closing Date:

10.2.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State of Texas, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.2.2. Neither the execution nor the delivery of this Agreement by Buyer nor the consummation of the transactions contemplated by this Agreement will result in or constitute a violation or breach of any judgment, writ, injunction, order or decree issued against Buyer, or result in a violation or breach of any term or provision under any contract or agreement to which Buyer is at present a party or by which Buyer is bound or result in or constitute a violation of any law, statute, ordinance, rule or regulation applicable to Buyer.

11. Seller's Covenants.

11.1. Seller agrees as follows:

11.1.1. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will provide or cause to be provided substantially such services with respect to the Property that have been provided by Seller in the past in accordance with Seller's customary practice.

11.1.2. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will maintain its present casualty and liability insurance with respect to the Property, if any, (which insurance may be effected under a blanket policy or policies of insurance) in accordance with Seller's past practice.

11.1.3. Between the Effective Date and the Closing Date, Seller will cause to be performed all normal operational repairs required to be made to the Property in order to maintain the Property in the condition of the Property as of the Effective Date, reasonable wear and tear and natural deterioration and damage by fire or other casualty or condemnation excepted, provided that the foregoing shall not have the effect of requiring Seller to make any repairs or replacements of a capital nature to the Property.

11.1.4. If, prior to or after Closing, Buyer reasonably determines that any offsite easements and

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right-of-way dedications, including roads, sewer, and water, required for the development of the Property in accordance with Buyer's development plans ("Offsite Easements") on, over, across, or under any adjacent or nearby land owned by Seller are required, Seller will grant such Offsite Easements to Buyer or to the applicable governmental authority or utility provider at Closing, all at no additional cost to Buyer. This covenant will survive Closing.

12. Condemnation and Destruction.

12.1. If, prior to the Closing Date, a Taking (as hereinafter defined) occurs, then (a) Seller shall notify Buyer in writing and by email to all email addresses in this Agreement of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. In the event that Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Taking and this Agreement shall continue in effect, (y) at the Closing, Buyer shall accept the Property subject to such Taking or so much of the Property as remains thereafter, as the case may be, with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all awards for such Taking. In the event that Buyer delivers a notice of termination within such twenty (20) day (or shorter) period, the provisions of Section 7 of this Agreement shall apply to such termination.

12.2. If, prior to the Closing Date, a Non-Material Casualty (as hereinafter defined) occurs, then (i) Seller shall notify Buyer of such fact, (ii) Buyer shall not have any right or option to terminate this Agreement and this Agreement shall continue in effect, (iii) at the Closing Buyer shall accept the Property in the then "as is" condition of such Property with no abatement of the Purchase Price, and (iv) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Non-Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. If, prior to the Closing Date, a Material Casualty (as hereinafter defined) occurs, then (a) Seller shall notify Buyer of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. If Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Material Casualty and this Agreement shall continue in effect, (y) at the Closing Buyer shall accept the Property in the then "as is" condition of the Property with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. In the event that Buyer delivers a notice of termination within such ten (10) day (or shorter) period, then the provisions of Section 7 of this Agreement shall apply to such termination.

12.3. Notwithstanding anything to the contrary set forth in this Section 13, Seller shall have no obligation to repair any damage or destruction to the Property caused by any Casualty or to otherwise restore the Property after any Taking, and Seller shall have no other obligation or liability of any kind or nature in respect of any Casualty or Taking affecting the Property.

12.4. As used herein, the following terms shall have the following meanings:

12.4.1. "Casualty" means the destruction of all or a portion of the Property by fire or other casualty.

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12.4.2. "Material Casualty" means a Casualty affecting more than one percent (1%) of the Property.

12.4.3. "Non-Material Casualty" means any Casualty other than a Material Casualty.

12.4.4. "Taking" means any taking of any portion of the Property by condemnation or eminent domain.

13. Brokers.

13.1. The White Rock Realty ("White Rock") is a licensed real estate broker and is the agent of Buyer. Darshana Patel is the designated agent with White Rock. Seller will pay (i) White Rock a real estate commission of three percent (3%) of the Purchase Price at Closing. Notwithstanding anything to the contrary, the commission due in this paragraph is only applicable if the sale of the Property closes and only payable on gross sales price received by Seller in good funds. No commission shall be payable on any non-refundable earnest money if the Buyer does not close on the Property.

13.2. **SELLER AND BUYER HEREBY AGREE TO PAY, AND INDEMNIFY, DEFEND (BY COUNSEL SELECTED BY THE INDEMNIFIED PARTY) AND SAVE THE OTHER PARTY HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM ANYONE OTHER THAN WHITE ROCK CLAIMING ANY REAL ESTATE COMMISSION, FINDER'S FEE OR ANY FEE PAYABLE IN CONNECTION WITH THE SALE AND PURCHASE OF THE PROPERTY, OR ANY PORTION THEREOF BY VIRTUE OF AN AGREEMENT WITH THE INDEMNIFYING PARTY. SUCH COVENANTS AND INDEMNITIES RELATING TO THE PAYMENTS IN THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND NOT BE MERGED THEREIN.**

14. Escrow.

14.1. The Title Company will not be liable: (i) to any of the parties for any act or omission to act except for its own gross negligence, bad faith or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by the Title Company or exchanged by the parties hereunder, whether or not the Title Company prepared such instrument (except for the Commitment, the Owner Policy of any mortgage title policy); (iii) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, unless the Title Company fails to move such funds to another financial institution in accordance with joint written instructions from Seller and Buyer to the Title Company, (iv) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by the Title Company, has instructed the Title Company to comply with such time limit; or (v) for the default, error, action or omission of either Seller or Buyer to the escrow. The Title Company will be entitled to rely, in good faith, on any document or paper received by it, believed by the Title Company, in good faith, to be bona fide and genuine.

14.2. In the event of any dispute as to the disposition of the Earnest Money or any other monies held in escrow, the Title Company will give written notice to all parties advising same that, in the absence of written instructions signed by both Buyer and Seller received within the next ten (10) days, the Title Company may interplead the Earnest Money by filing an interpleader action in the District Court of the County where the Property is located (to the jurisdiction of which both parties hereby consent) or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same. If the Title Company receives the aforesaid written instructions, it will continue to hold the Earnest Money pursuant to such written instructions. If the Title Company does not receive the aforesaid written instructions, it may pay into the registry of the court the Earnest Money and any other monies held in escrow or may continue to hold the

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Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same, whereupon the Title Company will be relieved and released from any further liability as escrow agent hereunder. The Title Company will not be liable for the Title Company's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.

15. **Closing Costs.** Seller shall pay (a) all state, county, municipal and/or local conveyance taxes with respect to the transaction contemplated by this Agreement including without limitation documentary stamp taxes and surtaxes, (b) the title insurance premiums for the owner title policy, (c) any real estate commissions and (d) the escrow fees to Escrow Agent. Buyer shall pay (a) title endorsements requested by Buyer or its lender, (b) all due diligence costs, and (c) all recording fees and charges for the Deed. Each party hereto shall pay such party's own legal fees and all of such party's other expenses in connection with this transaction.

16. **Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made by e-mail (e-mail alone is sufficient notice method for all purposes) or (i) upon the date of personal delivery (if notice is delivered by personal delivery), or (ii) on the day one (1) Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other) - notice to Buyer's legal counsel shall not be deemed notice to Buyer:

If to Seller:
Duncanville Community and Economic Development Corporation
Attn: Marlon Goff, Board President and Victor Barrera, Economic Development Director
203 E Wheatland Rd
Duncanville, TX 75116
Email: victor.barrera@duncanvilletx.com

If to Buyer:
KKMD INVESTMENTS, LLC
5503 Statesman Lane
Frisco, Texas 75036
Email: mikepatel918@gmail.com and info@dpre-tx.net

17. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Buyer shall not have any right to assign this Agreement without the prior written consent of Seller (such consent shall be in Seller's sole discretion), and any such prohibited assignment shall be void. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an Affiliate of Buyer. For purposes of this Agreement, an "Affiliate" means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buyer. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled: have meanings correlative to the foregoing.

18. **Counterpart Execution; Execution by Facsimile Transmission/.PDF Format.** This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. The parties agree that this Agreement may be electronically or digitally signed. The parties agree that the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for the purposes of

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validity, enforceability, and admissibility.

19. Ambiguities Not Construed Against Drafter. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

20. No Special Relationship Between Seller and Buyer. Buyer and Seller acknowledge and agree that the relationship between Buyer and Seller is solely a commercial relationship, and the execution of this Agreement by Buyer and Seller shall not create (and neither Buyer nor Seller intends to create) any relationship of principal and agent between Buyer and Seller, or any partnership or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall be deemed to be a fiduciary of the other party.

21. Effective Date. The effective date of this Contract (the "Effective Date") is the date upon which a fully signed Contract, together with the Earnest Money, is delivered to the Title Company.

22. Choice of Law and Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any causes of action, controversy or dispute regarding this Agreement or the subject matter hereof will be in Dallas County, Texas. BUYER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BUYER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

23. Release of Earnest Money. In the event that pursuant to the provisions of this Agreement either Seller or Buyer is entitled to receive the, the other Party is obligated to execute promptly such direction or agreement as may be required by the Title Company incident to the disposition of such Earnest Money.

24. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. Sole Agreement. This Agreement constitutes the sole and only agreement of the Parties with respect to the Property and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement and, except as otherwise provided in this Agreement, cannot be amended or modified except by written agreement signed by Seller and Buyer.

26. Gender. Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular number include the plural and vice versa unless the context requires otherwise.

27. Attorney's Fees. Each Party shall be responsible for its own attorney fees and expenses.

28. Binding Effect. This Agreement has no binding effect on either Party until executed by both Parties.

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29. Miscellaneous.

29.1. Time is of the essence under this Agreement.

29.2. If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. For purposes of this paragraph, "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in Dallas County, Texas, for the observance thereof.

29.3. Section headings may not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references will be construed to mean and include this Agreement and all amendments and supplements hereto unless the context clearly indicates or requires otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they will be interpreted in a non-exclusive manner. Except as otherwise indicated all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement.

29.4. Each Party must take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the "Executive Order"), or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

30. DISCLOSURES: Buyer is hereby provided the following notices required by law, or otherwise:

30.1. **Annexation Disclosures**. If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

30.2. **Notice of Water and Sewer Service**. Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. By signing this Agreement, the undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice

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or at closing of purchase of the real property. At the Closing, Buyer agrees to execute a separate copy of the foregoing notice with current information, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded at Buyer's expense in the real property records of the county in which the Property is located.

30.3. **Utility District**. Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 54.812 of the Texas Water Code.

30.4. **Pipelines**. If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Land, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

30.5. **Public Improvement Districts**. If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a Buyer of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

30.6. **Texas Agricultural Development District**. Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

30.7. **1031 Exchange.** Buyer and Seller agree that, at either party's election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and proposed regulations thereunder. The non-electing party shall reasonably cooperate with the electing party. **The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the non-electing party harmless from and against any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash.** The provisions of the immediately preceding sentence shall survive Closing. In no event shall (i) the non-electing party be obligated to undertake any obligations or liabilities that it would not have had if the electing party did not elect to structure the transaction as an exchange of like-kind property under Section 1031 of the Code of (ii) any Section 1031 exchange delay or be a condition to Closing.

31. **Force Majeure**. Neither party shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other disasters ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party and shall use reasonable efforts to minimize the impact of such Force Majeure Event. In the event of a Force Majeure Event, all deadlines under this Agreement shall be extended for a period equal to the delay caused by the Force Majeure Event.

32. **Survival**. The following provisions shall survive Closing and shall not be merged into the deed or any other closing documents: Sections 3.1.5 (Indemnification), 10.1 (Seller's Representations), 13 (Brokers), , and any other provisions that expressly state they survive Closing or should reasonably

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survive closing. This Section 32 shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER:

The City of Duncanville

By: _____
Name: Doulgas E. Finch
Title: City Manager

BUYER:

KKMD INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: Manish Patel
Title: Managing Member

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EXHIBIT A
Description of the Land

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider an Ordinance amending subsections (a), (b), (c), (e), (f), and (g), of Section 19-90, Maximum Limits in School Traffic Zones; Designation of School Traffic Zones," of Article V, "Speed Regulations," of Chapter 19, "Traffic," to modify the school zone flasher operation schedule for certain streets.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville's Traffic Operations Division of the Public Works Department maintains the city's network of school zone flashers. School zones are vital for the safety of DISD students as they travel to and from school, whether on foot, by bus, or in personal vehicles. The flashers' operating times are codified in the city's Code of Ordinances, specifically Section 19-90, Maximum limits in school traffic zones; designation of school traffic zones.

On November 7, 2023, residents approved issuing a $170 million bond package for the Duncanville Independent School District (DISD). This package includes the reconfiguration of grade-level alignment, which aims to reduce the number of transitions students make between schools, increase opportunities for choice, and establish a dedicated early childhood academy.

An adjustment to the elementary school bell schedule is requested to ensure the safe transportation of students in light of this grade-level alignment.

POLICY EXPLANATION:
The Traffic Operations Division proposes an amendment to Section 19-90 of the city's Code of Ordinance in response to the Duncanville Independent School District's request to modify the operation times of the school zone flashers outlined below.

Code Subsection	Existing Flasher Times	New Flasher Times
(a)	7:15 a.m. – 8:15 a.m. 3:15 p.m. – 4:00 p.m.	7:15 a.m. – 8:45 a.m. 3:15 p.m. – 4:15 p.m.
(b)	6:45 a.m. – 8:00 a.m. 2:45 p.m. – 3:45 p.m.	6:30 a.m. – 8:00 a.m. 2:30 p.m. – 3:45 p.m.
(c)	7:45 a.m. – 9:30 a.m. 3:30 p.m. – 5:00 p.m.	6:30 a.m. – 9:30 a.m. 2:30 p.m. – 5:00 p.m.
(e)	7:15 a.m. – 8:15 a.m. 3:15 p.m. – 4:45 p.m.	7:15 a.m. – 8:45 a.m. 3:15 p.m. – 4:45 p.m.
(f)	7:15 a.m. – 8:15 a.m. 3:15 p.m. – 4:15 p.m.	7:15 a.m. – 8:45 a.m. 3:15 p.m. – 4:15 p.m.
(g)	7:15 a.m. – 8:30 a.m. 3:15 p.m. – 5:00 p.m.	7:15 a.m. – 8:45 a.m. 3:15 p.m. – 5:00 p.m.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Ordinance No. - 2543 - Amendment of School Zone Flasher Times

ORDINANCE NO. 2543

AN ORDINANCE OF THE CITY COUNCIL OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SUBSECTIONS (A), (B), (C), (E), (F), AND (G), OF SECTION 19-90, "MAXIMUM LIMITS IN SCHOOL TRAFFIC ZONES; DESIGNATION OF SCHOOL TRAFFIC ZONES," OF ARTICLE V, "SPEED REGULATIONS," OF CHAPTER 19, "TRAFFIC," TO MODIFY THE SCHOOL ZONE FLASHER OPERATION SCHEDULE FOR CERTAIN STREETS; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS ($200.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville Traffic Operations Division maintains the city's network of school zone flashers;

WHEREAS, the City of Duncanville Traffic Operations Division desires to modify the school zone flasher operation schedule in response to a request from Duncanville Independent School District; and

WHEREAS, the City of Duncanville believes that passing this ordinance is in the best interest and welfare of the citizens of Duncanville, Texas; and

WHEREAS, the Duncanville City Council finds that the ordinance should be amended as provided herein.

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

SECTION 1. Subsections (a), (b), (c), (e), (f), and (g) of Sec 19-90, "Maximum Limits in School Traffic Zones; Designation of School Traffic Zones" of Article V, "Speed Regulations," of Chapter 19, "Traffic", shall be and are hereby amended to revise the school zone flasher operation schedule; which shall read in their entirety as follows:

“CHAPTER 19 – TRAFFIC

ARTICLE V – SPEED REGULATIONS

Sec. 19-90. Maximum limits in school traffic zones; designation of school traffic zones.

(a) It shall be unlawful and an offense for any person to drive or operate a motor vehicle in a school traffic zone between the hours of 7:15 a.m. to 8:45 a.m. and from 3:15 p.m. to 4:15 p.m. , or as otherwise posted, on public school days, or when flashing lights are activated regardless of the times set forth herein, at a speed greater than 20 miles per hour, and any speed in excess of 20 miles per hour is prima facie evidence that the speed is not reasonable nor prudent under the circumstances then existing and is unlawful. The traffic engineer or his designated representative shall, on the basis of an engineering and traffic survey, designate school traffic zones with appropriate street markings or signs, which street markings or signs shall be placed at the school zones by the traffic engineer or his designated representative and which street markings or signs shall be in conformity with the Texas Manual on Uniform Traffic Control Devices. The speed limit designated for school traffic zones shall be effective only at times when appropriate signs containing flashing lights advising motorists of the speed limit are placed in conspicuous places. The following designated locations constitute school traffic zones:

Street	Extent	Speed (MPH)
(1) Linkcrest Drive	From a point 234 feet of west of Softwood Drive eastward for 426 feet	20
(2) Softwood Drive	From a point 817 feet south of Linkcrest Drive northward for 1090 feet	20
(3) North Main Street	From a point 112 feet south of East Fairmeadows Drive northward for 568 feet	20
(4) Reserved.		
(5) Oriole Boulevard	From a point 200 feet south of East Fairmeadows Drive northward for 520 feet	20
(6) Reserved.		
(7) East Fairmeadows Drive	From the point of its intersection with North Main Street eastward to a point 178 feet east of Oriole Boulevard	20
(8) Reserved.		
(9) Reserved.		
(10) Reserved.		
(11) Reserved.		

(12) Reserved.		

(b) From 6:30 a.m. to 8:00 a.m. and from 2:30 p.m. to 3:45 p.m., on school days, when designated by appropriate signs containing flashing lights indicating a speed limit of 20 miles per hour when flashing, or when flashing lights are activated regardless of the times set forth herein, the following designated locations constitute school traffic zones:

Street	Extent	Speed (MPH)
(1) West Camp Wisdom Road	From the point of its intersection with North Cedar Ridge Drive westward to a point 115 feet east of North Greenstone Lane	20
(2) West Camp Wisdom Road	From a point 207 feet east of North Cedar Ridge Drive to the point of its intersection with North Cedar Ridge Drive	20
(3) North Cedar Ridge Drive	From a point 260 feet south of Cathy Self-Morgan Way northward to a point 310 feet north of West Camp Wisdom Road	20
(4) Middale Road	From its point of intersection with North Cedar Ridge Drive westward to a point 82 feet east of North Greenstone Lane	20

(c) From 6:30 a.m. to 9:30 a.m. and from 2:30 p.m. to 5:00 p.m., on school days, when designated by appropriate signs containing flashing lights indicating a speed limit of 20 miles per hour when flashing, or when flashing lights are activated regardless of the times set forth herein, the following designated location constitutes a school traffic zone:

Street	Extent	Speed (MPH)
(1) East Center Street	From a point of 410 feet west of Goldman Street eastward to a point 415 feet east of its intersection with East Freeman Street	20
(2) East Freeman Street	From its intersection with South Hastings Street to its point of intersection with East Wheatland Road	20

(3) Oriole Boulevard	From the point of its intersection with East Center Street to its intersection with East Cherry Street	20
(4) Goldman Street	From the point of its intersection with East Center Street to its point of intersection with East Freeman Street	20
(5) East Wheatland Road	From a point 230 feet east of East Freeman Street westward for 705 feet	20
(6) Reserved.		
(7) Reserved.		
(8) Reserved.		
(9) Reserved.		
(10) Reserved.		
(11) West Wheatland Road	From a point 260 feet east of Greenway Drive westward to a point 260 feet west of South Greenstone Lane	20
(12) South Greenstone Lane	From a point 182 feet north of West Wheatland Road southward to a point 168 feet north of Wellington Drive	20

(d) Reserved.

(e) From 7:15 a.m. to 8:45 a.m., and from 3:15 p.m. to 4:45 p.m., on school days, when designated by appropriate signs containing flashing lights indicating a speed limit of 20 miles per hour when flashing, or when flashing lights are activated regardless of the times set forth herein, the following designated location constitutes a school traffic zone:

Street	Extent	Speed (MPH)
(1) Wildwood Drive	From a point 180 feet west of Rew Avenue to the point of its intersection with Blueridge Drive	20
(2) Rew Avenue	From the point of its intersection with Silver Creek Drive to the point of its intersection with Wildwood Drive	20
(3) Silver Creek Drive	From a point 270 feet west of Rew Avenue to the point 200 feet east of Blueridge Drive	20

(4) Blueridge Drive	From a point 160 feet south of Silver Creek Drive to a point 155 feet north of Wildwood Drive	20

(f) From 7:15 a.m. to 8:45 a.m., and from 3:15 p.m. to 4:15 p.m., on school days, when designated by appropriate signs containing flashing lights indicating a speed limit of 20 miles per hour when flashing, or when flashing lights are activated regardless of the times set forth herein, the following designated location constitutes a school traffic zone:

Street	Extent	Speed (MPH)
(1) Park Lane	From the point of its intersection with West Center Street northward for 241 feet	20
(2) West Center Street	From a point 224 feet east of Park Lane Westward for 732 feet	20
(3) East Vinyard Road	From the point of its intersection with South Main Street eastward to a point 80 feet west of Louise Avenue	20

(g) From 7:15 a.m. to 8:45 a.m., and from 3:15 p.m. to 5:00 p.m., on school days, when designated by appropriate signs containing flashing lights indicating a speed limit of 20 miles per hour when flashing, or when flashing lights are activated regardless of the times set forth herein, the following designated location constitutes a school traffic zone:

Street	Extent	Speed (MPH)
(1) Springwood Lane	From a point 308 feet east of Greenway Drive westward to a point 268 feet west of Green Leaf Lane	20
(2) Greenway Drive	From a point 214 feet south of Springwood Lane northward to a point 198 feet north of Big Stone Gap Road	20
(3) Big Stone Gap Road	From a point 136 feet east of Greenway Drive westward to a point 308 feet west of South Greenstone Lane	20
(4) South Greenstone Lane	From a point 236 feet south of Springwood Lane northward to a point 280 feet north of Big Stone Gap Road	20

(5) Greenway Drive	From a point 202 feet south of Redman Lane northward to West Wheatland Road	20

(h) From 7:30 a.m. to 9:00 a.m., and from 11:45 a.m. to 12:45 p.m., and from 3:15 p.m. to 4:30 p.m., on school days, when designated by appropriate signs containing flashing lights indicating a speed limit of 20 miles per hour when flashing, or when flashing lights are activated regardless of the times set forth herein, the following designated location constitutes a school traffic zone:

Street	Extent	Speed (MPH)
(1) West Danieldale Road	From the point of its intersection with Cedar Hill Road eastward for approximately 1,717 feet, and from the point of its intersection with Cedar Hill Road westward for approximately 276 feet	20

….

”

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

SECTION 3. 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 hereof 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. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars ($200.00) for each offense.

SECTION 5. This ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with McMahon Contracting, LP for concrete paving services through City of Grand Prairie Contract 58634 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed $2,077,088.10, subject to 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
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
The Public Works Department has developed a comprehensive Street Maintenance Plan for Fiscal Year 2024-2025. This plan includes various methods of roadway maintenance to ensure the best use of funds, considering each roadway's specific condition. The FY24-25 Plan includes pavement crack and joint sealing, micro-surfacing, pavement replacement, and mill and overlay treatments to repair and rejuvenate road surfaces.

McMahon Contracting, LP of Grand Prairie, Texas, offers concrete paving services under City of Grand Prairie Contract 58634. Concrete paving services include, but are not limited to, removing and replacing sidewalks, pavements, drainage facilities, and associated concrete structures. The streets outlined below have been identified for pavement replacement.

- North Duncanville Road - West Fairmeadows Drive to West Redbird Lane
- South Cockrell Hill Road - West Wintergreen Road to East Danieldale Road
- North Cockrell Hill Road - Highway 67 to Interstate I-20
- West Danieldale Road - Green Tree Lane to South Santa Fe Trail

POLICY EXPLANATION:

City Council is requested to approve a contract with McMahon Contracting, LP, not exceeding $2,077,088.10. The estimated expenditures per fiscal year are $177,088.10 for the remainder of FY2024-2025 and $1,900,000.00 over fiscal years 2025-2026 through 2028-2029, subject to future appropriations, as outlined below. This authorization shall cover all concrete paving services for the next four years.

FY2024-2025: $177,088.10
FY2025-2026: $450,000.00
FY2026-2027: $450,000.00
FY2027-2028: $500,000.00
FY2028-2029: $500,000.00

The existing agreement with the City of Grand Prairie expires on September 30, 2025. This agreement includes an option for four additional one-year renewals. The contract is anticipated to be renewed before the expiration date. However, if it is not renewed, staff will request the City Council's approval of a new concrete paving services agreement.

FUNDING SOURCE:

ORG and Object Number
01066200-700450 (Street Division/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$1,145,415.81	$177,088.10	$968,327.71

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - McMahon Contracting
Attachment 2 - Submittal Affirmation Form - City of Grand Prairie
Resolution No. - 2025-501 - Concrete Paving Services

Attachment 1

Contract Coversheet

Dept:* Purchasing

Contract ID: 58634

For: Transportation Services

Bid Number: 24157

Contact Name: Kimberley Ruiz

Contact Phone:* 8089

Contact Email:* kgruiz@gptx.org

Vendor Name: McMahon Contracting, LP

Vendor Email: scottc@mcmahoncontracting.com

Project Name: Concrete Paving (2025)

Summary: Initial Contract

Permanent Retention*

- ○ Yes
- ◉ No

Contract Amount
$ 24,749,542.50

Total Contract Amount over all terms
$ 123,747,712.50

Account #

Work Order #

Dates

Implementation Date
10/16/2024

Termination Date
9/30/2025

Council Approval Date
10/15/2024

Contract Approvals

Department Manager:

Glenn A Mizell

Date

City Attorney Signature

Ronald Gregory Harper

Date 12/3/2024

City Manager Signature

Megan Mahan

Date 12/11/2024

City Secretary Signature

ML Galicia

Date 12/2/2024

Legal Reviewer Which attorney previously reviewed this contract?

Ron Harper

Email

CITY OF GRAND PRAIRIE
SERVICES ANNUAL CONTRACT

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

I. PURPOSE

VENDOR shall be the Secondary supplier and shall only be used in the event that the Primary supplier cannot provide the services needed at the time and place needed. VENDOR shall provide concrete paving services per bid award resulting from VENDOR's response to RFB #24157, submitted by Scott Cummings, on July 24, 2024.

II. DESCRIPTION OF SERVICES

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

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

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

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

III. PERFORMANCE OF WORK

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

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed TWENTY FOUR MILLION SEVEN HUNDRED FORTY NINE THOUSAND FIVE HUNDRED FORTY TWO DOLLARS 50/100 ($24,749,542.50) annually without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one (1) year with the option to renew for four (4) additional one (1) year periods. This Contract is effective as of October 16, 2024. No new orders shall be accepted, against this Contract term, after midnight on September 30, 2025. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

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

VII. CONFLICT OF INTEREST

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

VIII. CHANGE IN WORK

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

IX. CONFIDENTIAL WORK

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

X. OWNERSHIP OF DOCUMENTS

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

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

XI. NONDISCRIMINATION

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

XII. INDEPENDENT VENDOR

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

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR WARRANTS THAT THE SERVICES IT PERFORMS FOR CITY WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, AND THAT ANY ITEMS DELIVERED TO THE CITY UNDER THIS CONTRACT WILL BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH IT WAS FURNISHED. VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS, AND EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, THE EXECUTION OR PERFORMANCE OF THIS CONTRACT OR ANY OF VENDOR'S ACTIVITIES OR ANY ACT OF COMMISSION OR OMISSION RELATED TO THIS CONTRACT OF ANY REPRESENTATIVE, AGENT, CUSTOMER, EMPLOYEE, SUB-VENDOR OR INVITEE OF VENDOR OR ANY REPRESENTATIVE, AGENT, EMPLOYEE, OR SERVANT OF THE CITY. IF AN ITEM IS COVERED BY A MANUFACTURER'S WARRANTY, IT IS THE RESPONSIBILITY OF THE VENDOR TO OBTAIN THE INFORMATION FOR CITY AND TO GET THE MANUFACTURER TO HONOR THE WARRANTY.

XIV. INSURANCE

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

VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

XV. NO VERBAL AGREEMENT

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

XVI. TERMINATION

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

XVII. VENUE

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

XVIII. APPLICABLE LAWS

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

XIX. ADDITIONAL VERIFICATIONS

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

XX. CONTRACT INTERPRETATION

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

XXI. NOTICES

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

CITY:
City of Grand Prairie
ATTN: Kimberley Ruiz | Senior Buyer
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8089 | Email kgruiz@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Leland Miller, Street Services Manager
1821 S State Hwy 161, Grand Prairie, TX 75051
PO Box 534045, Grand Prairie, TX 75053-4045
Phone: 972-237-8529 Email: lrmiller@gptx.org

VENDOR:
MCMAHON CONTRACTING and CONSTRUCTION LLC dba as MCMAHON CONTRACTING, LP
ATTN: Scott Cummings, President
3019 Roy Orr Blvd., Grand Prairie, TX, 75050
Phone 972-263-6907| Email scottc@mcmahoncontracting.com

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

XXII. SEVERABILITY

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

XXIII. RIGHT OF REVIEW

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

XXIV. WAIVER OF ATTORNEYS FEES

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

XXV. NON-COLLUSION

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

REST OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

EXECUTED this the _____day of 12/12/2024 ,2024.

CITY OF GRAND PRAIRIE, TEXAS

By: Megan Mahan
Deputy City Manager

ATTEST:

Mona Lisa Galicia
Mona Lisa Galicia, City Secretary

MCMAHON CONTRACTING and CONSTRUCTION LLC dba as MCMAHON CONTRACTING, LP

By: _____

Printed Name: Scott Cummings

Title: President

APPROVED AS TO FORM:

Ron Harper
Assistant City Attorney

Attachment 2

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

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

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

✓ Addendum No. 1, ____, ____, ____, ____

INTERLOCAL PURCHASING

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

Yes X No_____

OTHER CONDITIONS

The undersigned agrees to the following:

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

SUBMITTAL CERTIFICATION

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

Scott Cummings — **Authorized Signature**

PRESIDENT — **Title**

Scott Cummings — **Print/Type Name**

7/23/24 — **Date**

RESOLUTION NO. 2025-501

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH MCMAHON CONTRACTING, LP FOR CONCRETE PAVING SERVICES THROUGH CITY OF GRAND PRAIRIE CONTRACT 58634 FOR A ONE-YEAR TERM WITH A RENEWAL OPTION FOR THREE ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED $2,077,088.10, SUBJECT TO CITY COUNCIL APPROPRIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES, INCLUDING CHANGE ORDERS; 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 streets; and

WHEREAS, the City Council of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with McMahon Contracting, LP for concrete paving services through City of Grand Prairie Contract 58634 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed $2,077,088.10, subject to 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 Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with McMahon Contracting, LP for concrete paving services through City of Grand Prairie Contract 58634 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed $2,077,088.10, subject to City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures, including change orders.

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 5th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider Resolution 2025-504 approving the Tax Increment Financing (TIF) Reinvestment Zone No. 1 Annual Reports for fiscal years 2022 - 2024.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Marlon Goff, Economic Development - Assistant Director

BACKGROUND/HISTORY:
The City of Duncanville Tax Increment Reinvestment Zone (TIRZ) No. 1 was established in January 2016 by Ordinance No. 2295 and is scheduled to remain active for 20 years until expiration in December 2035. The zone encompasses 231.5 acres of land generally along and on either side of Camp Wisdom Road between Cockrell Hill Road and Duncanville Road, all within the City's corporate limits. The final project and financing plan was approved by Ordinance No. 2312 in July 2017.

For Tax Year 2022-
TIRZ No. 1 performance in FY-2022 showed both strengths and areas for attention. The zone continues to maintain positive captured value growth, indicating ongoing property value appreciation within the designated area. The accumulated fund balance of $411,997 provided substantial resources for future infrastructure and economic development initiatives.

For Tax Year 2023-
The TIRZ No. 1 performance in FY-2023 resulted in considerable value growth, with the captured appraised value increasing substantially from $8,958,758 in Tax Year 2021 to $15,666,981 in Tax

Year 2022 - representing a 74.9% year-over-year increase. The accumulated fund balance of $509,934 is available to leverage future economic development initiatives.

For Tax Year 2024-
The TIRZ No. 1 performance in FY-2024 resulted in exceptional value growth, with the captured appraised value increasing substantially from $15,666,981 in Tax Year 2022 to $22,976,778 in Tax Year 2023 - representing a 46.6% year-over-year increase. The accumulated fund balance of $649,071 is available to leverage future economic development initiatives

These annual report summaries were presented to the TIF Board on June 25, 2025, who voted to authorize submission to the Texas Comptroller's Office.

POLICY EXPLANATION:
Chapter 311.016 of the Texas Tax Code requires an annual status report to be filed with the chief officer of each taxing unit that levies property taxes in a reinvestment zone and the state comptroller by the 150th day following the end of the fiscal year.

The FY-2022 annual report covered the fiscal year beginning October 1, 2021, through September 30, 2022. The FY-2023 annual report covered the fiscal year beginning October 1, 2022, through September 30, 2023. The FY-2024 annual report covered the fiscal year beginning October 1, 2023, through September 30, 2024.

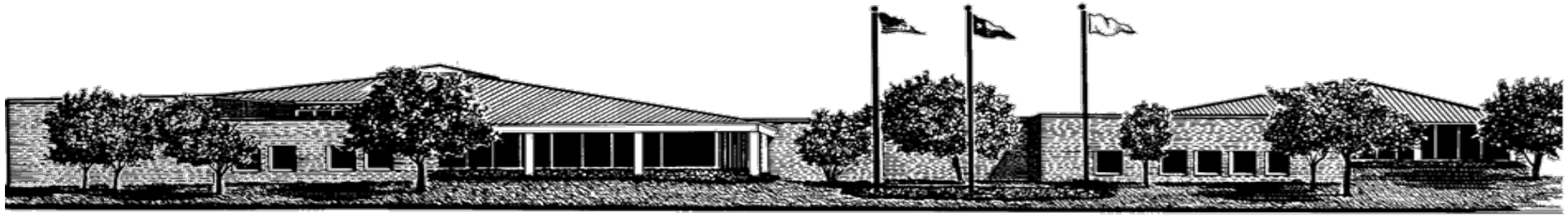
FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approve the TIRZ No. 1 Annual Reports for FY 2022 - 2023 and authorize submission of the annual reports to the Texas Comptroller of Public Accounts as required by state law.
2. Deny the TIRZ No. 1 Annual Reports for FY 2022 - 2023.
3. Other actions as directed by Council.

ATTACHMENTS:
TIRZ Report PPT Slides
FY-2022 TIRZ No.1_Annual Report
FY-2023 TIRZ No.1 Annual Report
FY-2024 TIRZ No.1 Annual Report
Resolution No. - 2025-504 - A resolution approving the FY-2022 Annual Report for Tax Increment Finance (TIF) Reinvestment Zone No. 1 4925-8584-0473 v.1



City of Duncanville

TIRZ #1
FY-2022 ANNUAL REPORT

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

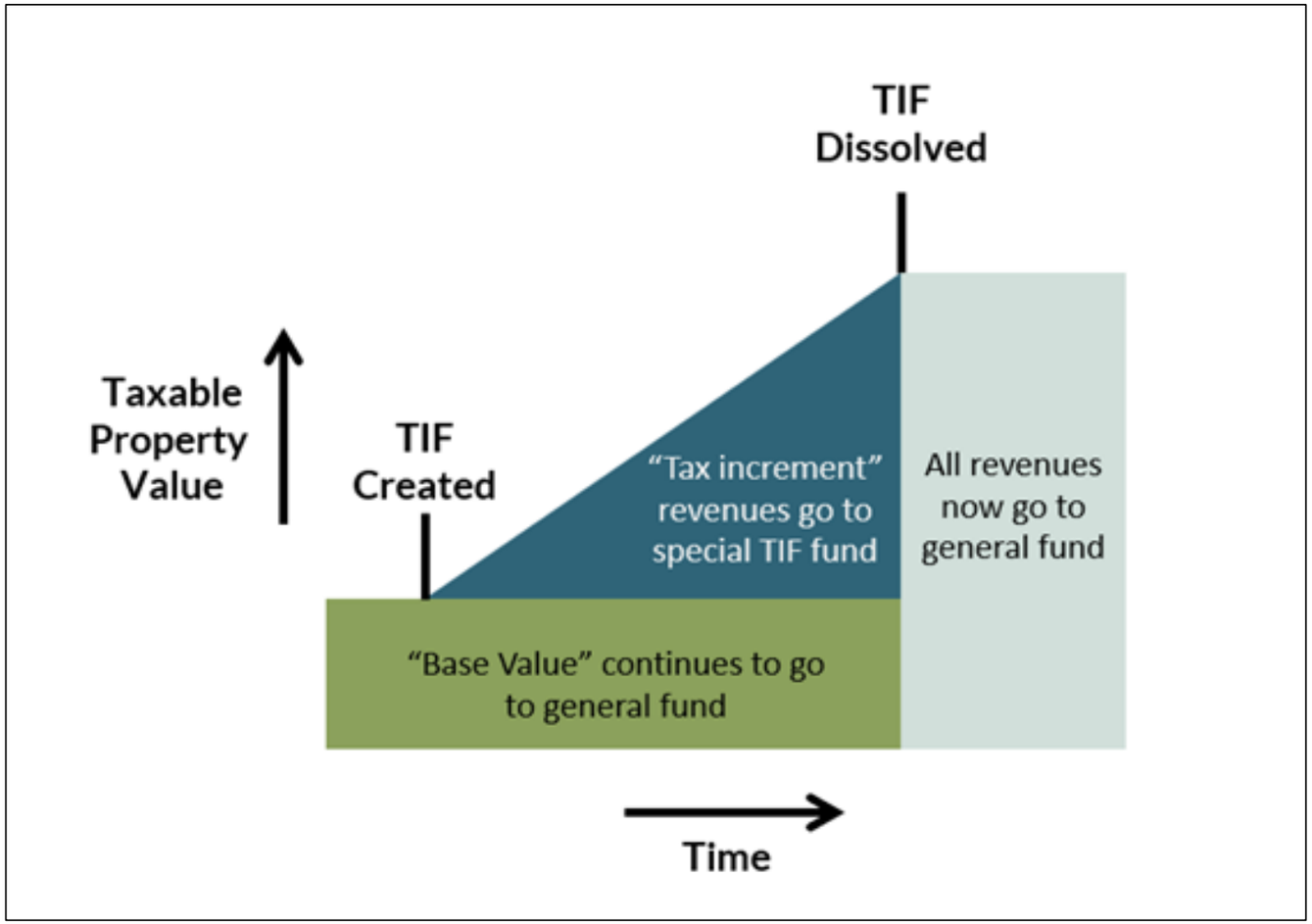
Duncanville
City of Champions

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TAX INCREMENT

How Does TIF Work?





City of Duncanville

Duncanville
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TIRZ #1 PARCELS BOUNDARY



FY-2022 TAX INCREMENT SUMMARY

Financial Summary - Tax Year 2021

Tax Increment Reinvestment Zone Analysis

Financial Components

Financial Component	Amount	Rate/Percentage
Base Year Value (2016)	$56,950,708	Baseline
Current Net Taxable Value	$65,909,466	15.7% growth
Captured Appraised Value	$8,958,758	Increment
City Tax Rate (M&O)	$0.65541 per $100	Applied rate
Tax Increment Revenue (FY-2022)	**$58,717**	**Generated**

Tax Increment Performance

$58,717

Annual Revenue Generated

↗ 15.7% Property Value Growth

Value Increment Captured

$8,958,758

Key Performance Metrics

• Property values increased 15.7% above 2016 baseline ($56.95M → $65.91M) • Captured increment of $8.96M generates consistent annual revenue • Current M&O tax rate of $0.65541 per $100 valuation applied to increment • FY-2022 generated $58,717 in tax increment revenue for district projects

City of Duncanville

TIF FUND BALANCE SUMMARY

Tax Increment Reinvestment Zone

Fund Balance Analysis • FY2018-FY2022

Financial Summary

Category	FY2018	FY2019	FY2020	FY2021	FY2022
Revenues	$13,642	$24,123	$70,550	$95,612	$58,717
Expenditures	$0	$0	$648	$0	$0
Net Income	**$13,642**	**$24,123**	**$69,902**	**$95,612**	**$58,717**
Beginning Balance	**$150,000**	**$163,642**	**$187,765**	**$257,668**	**$353,280**
Ending Balance	**$163,642**	**$187,765**	**$257,668**	**$353,280**	**$411,997**

Key Insights

• Fund balance grew from $150K to $412K over 5 years (175% increase) • Peak revenue year was FY2021 with $95,612 generated • **Revenue decreased 39% in FY2022 ($58,717) compared to FY2021 ($95,612)** • Minimal expenditures across all years, with only $648 spent in FY2020 • Consistent positive net income demonstrates strong financial performance

City of Duncanville

Valuation Example – TIF Revenue Trend

Understanding the 39% Revenue Decrease

Impact Analysis: Hilton Garden Inn Property Valuation Reduction

Property Details

Property Address:	820 N Main St
Account Number:	220951001001000
Property Type:	Commercial Hotel
Owner:	CFDC Duncanville TX LLC
Current Market Value:	$12,000,000
Improvement Value:	$10,478,560

Valuation Reduction (2019-2021)

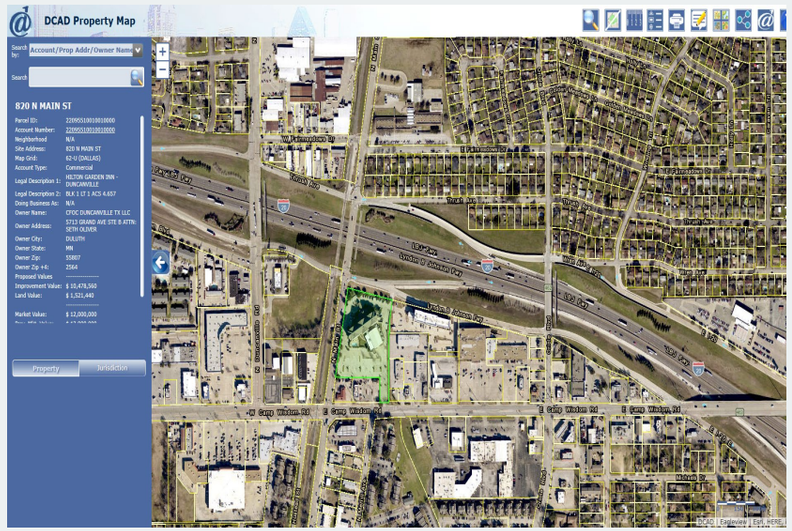
-$2.3 Million

```
Tax Rate Impact Calculation:
$2,300,000 × $0.65541 = $15,074 annual revenue loss
```

Contributing Factors:

- Global pandemic impact during 2020-2021
- Blended income methodology for established commercial buildings
- Potential property owner valuation protests
- Reduced hotel occupancy and revenue during COVID-19

Property Location & TIRZ Boundary



Revenue Impact Analysis:

- Single property reduction contributed significantly to overall revenue decline
- Hotel properties particularly affected by pandemic-related value adjustments
- Demonstrates vulnerability of TIRZ revenue to major property value changes
- Recovery dependent on hospitality industry rebound and market stabilization

City of Duncanville

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EXAMPLE – MARKET VALUE DECLINE

Parcel ID: 22095510010010000

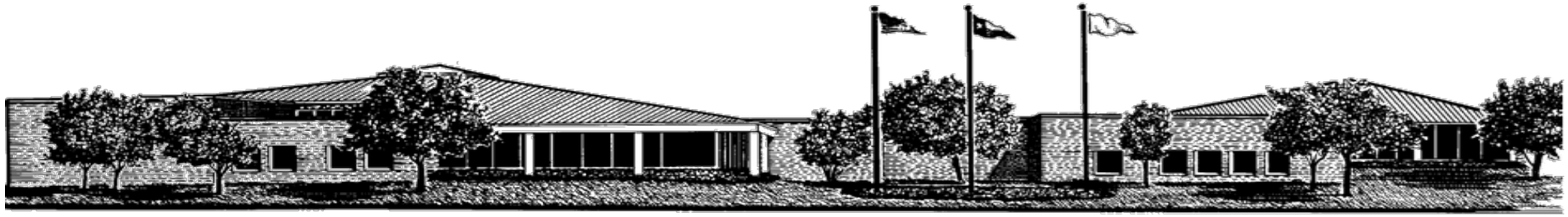
$2.3M Appraised value loss

Taxable Value

Year	City	ISD	County	College	Hospital	Special District
2024	$12,000,000	$12,000,000	$12,000,000	$12,000,000	$12,000,000	$0
2023	$8,800,000	$8,800,000	$8,800,000	$8,800,000	$8,800,000	$0
2022	$7,000,000	$7,000,000	$7,000,000	$7,000,000	$7,000,000	$0
2021	$6,500,000	$6,500,000	$6,500,000	$6,500,000	$6,500,000	$0
2020	$8,465,920	$8,465,920	$8,465,920	$8,465,920	$8,465,920	$0
2019	$9,800,000	$9,800,000	$9,800,000	$9,800,000	$9,800,000	$0
2018	$9,000,000	$9,000,000	$9,000,000	$9,000,000	$9,000,000	$0
2017	$9,000,000	$9,000,000	$9,000,000	$9,000,000	$9,000,000	$0
2016	$8,600,000	$8,600,000	$8,600,000	$8,600,000	$8,600,000	$0
2015	$7,900,000	$7,900,000	$7,900,000	$7,900,000	$7,900,000	$0
2014	$6,750,000	$6,750,000	$6,750,000	$6,750,000	$6,750,000	$0
2013	$6,832,000	$6,832,000	$6,832,000	$6,832,000	$6,832,000	$0
2012	$6,825,000	$6,825,000	$6,825,000	$6,825,000	$6,825,000	$0
2011	$6,517,920	$6,517,920	$6,517,920	$6,517,920	$6,517,920	$0
2010	$6,517,920	$6,517,920	$6,517,920	$6,517,920	$6,517,920	$0
2009	$7,404,360	$7,404,360	$7,404,360	$7,404,360	$7,404,360	$0
2008	$10,600,000	$10,600,000	$10,600,000	$10,600,000	$10,600,000	$0
2007	$11,052,970	$11,052,970	$11,052,970	$11,052,970	$11,052,970	$0
2006	$10,369,700	$10,369,700	$10,369,700	$10,369,700	$10,369,700	$0
2005	$2,620,970	$2,620,970	$2,620,970	$2,620,970	$2,620,970	$0

Exemptions

City of Duncanville



ITEM #4A:

TIRZ #1
FY-2023 ANNUAL REPORT

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City of Duncanville

Duncanville
City of Champions

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FY-2023 TAX INCREMENT SUMMARY

Financial Summary - Tax Year 2022

Tax Increment Reinvestment Zone Analysis

Financial Components

Financial Component	Amount	Rate/Percentage
Base Year Value (2016)	$56,950,708	Baseline
Current Net Taxable Value	$72,617,689	27.5% growth
Captured Appraised Value	$15,666,981	Increment
City Tax Rate (M&O)	$0.62512 per $100	Applied rate
Tax Increment Revenue (FY-2023)	**$97,937**	**Generated**

Tax Increment Performance

$97,937

Annual Revenue Generated

↗ 27.5% Property Value Growth

Value Increment Captured

$15,666,981

Key Performance Metrics

• Property values increased 27.5% above 2016 baseline ($56.95M → $72.62M) • **Captured increment increased 74.9% from Tax Year 2021 ($8.96M → $15.67M)** • Current M&O tax rate of $0.62512 per $100 valuation applied to increment • FY-2023 generated $97,937 in tax increment revenue for district projects • Strong recovery demonstrates zone resilience and growth potential

City of Duncanville

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TIF FUND BALANCE SUMMARY

Tax Increment Reinvestment Zone

Fund Balance Analysis • FY2018-FY2023

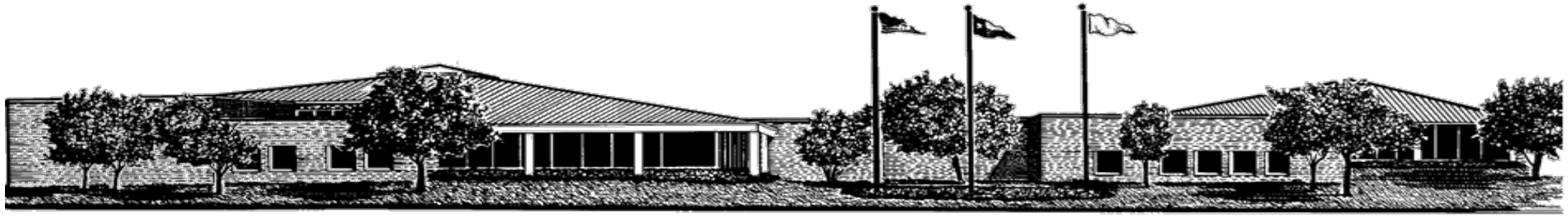
Financial Summary

Category	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Revenues	$13,642	$24,123	$70,550	$95,612	$58,717	$97,937
Expenditures	$0	$0	$648	$0	$0	$0
Net Income	**$13,642**	**$24,123**	**$69,902**	**$95,612**	**$58,717**	**$97,937**
Beginning Balance	**$150,000**	**$163,642**	**$187,765**	**$257,668**	**$353,280**	**$411,997**
Ending Balance	**$163,642**	**$187,765**	**$257,668**	**$353,280**	**$411,997**	**$509,934**

Key Insights

• Fund balance grew from $150K to $510K over 6 years (240% increase) • Peak revenue year was FY2021 with $95,612 generated • **Revenue decreased 39% in FY2022 ($58,717) compared to FY2021 ($95,612)** • **Strong recovery in FY2023 with 67% revenue increase ($97,937)** • Minimal expenditures across all years, with only $648 spent in FY2020 • Consistent positive net income demonstrates strong financial performance

City of Duncanville



ITEM #4A:

TIRZ #1
FY-2024 ANNUAL REPORT

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncanville

Duncanville
City of Champions

FY-2024 TAX INCREMENT SUMMARY

Financial Summary - Tax Year 2023

Tax Increment Reinvestment Zone Analysis

Financial Components

Financial Component	Amount	Rate/Percentage
Base Year Value (2016)	$56,950,708	Baseline
Current Net Taxable Value	$79,927,486	40.3% growth
Captured Appraised Value	$22,976,778	Increment
City Tax Rate (M&O)	$0.605557 per $100	Applied rate
Tax Increment Revenue (FY-2024)	**$139,137**	**Generated**

Tax Increment Performance

$139,137

Annual Revenue Generated

↗ 40.3% Property Value Growth

Value Increment Captured

$22,976,778

Key Performance Metrics

• Property values increased 40.3% above 2016 baseline ($56.95M → $79.93M) • **Captured increment increased 46.6% from Tax Year 2022 ($15.67M → $22.98M)** • Current M&O tax rate of $0.605557 per $100 valuation applied to increment • FY-2024 generated $139,137 in tax increment revenue for district projects • **Exceptional 42% revenue growth demonstrates sustained zone momentum** • Accumulated fund balance of $649,071 available for economic development initiatives

City of Duncanville

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TIF FUND BALANCE SUMMARY

Tax Increment Reinvestment Zone

Fund Balance Analysis • FY2018-FY2024

Financial Summary

Category	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Revenues	$13,642	$24,123	$70,550	$95,612	$58,717	$97,937	$139,137
Expenditures	$0	$0	$648	$0	$0	$0	$0
Net Income	**$13,642**	**$24,123**	**$69,902**	**$95,612**	**$58,717**	**$97,937**	**$139,137**
Beginning Balance	**$150,000**	**$163,642**	**$187,765**	**$257,668**	**$353,280**	**$411,997**	**$509,934**
Ending Balance	**$163,642**	**$187,765**	**$257,668**	**$353,280**	**$411,997**	**$509,934**	**$649,071**

Key Insights

• Fund balance grew from $150K to $649K over 7 years (333% increase) • Peak revenue year was FY2021 with $95,612 generated, now exceeded by FY2024 ($139,137) • **Revenue decreased 39% in FY2022 ($58,717) compared to FY2021 ($95,612)** • **Strong recovery in FY2023 with 67% revenue increase ($97,937)** • **Highest revenue captured during life of the TIRZ in FY2024 ($139,137) represents 42% growth over FY2023** • Minimal expenditures across all years, with only $648 spent in FY2020 • Consistent positive net income demonstrates exceptional financial performance and resilience

City of Duncanville

THANK YOU

Any questions?

City of Duncanville

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City of Champions

CITY OF DUNCANVILLE
TAX INCREMENT REINVESTMENT ZONE NO. 1

ANNUAL REPORT

For Fiscal Year Ending September 30, 2022

BACKGROUND

The City of Duncanville Tax Increment Reinvestment Zone (TIRZ) No. 1 was established in January 2016 by Ordinance No. 2295 and will remain active for 20 years until expiration in December 2035. The zone encompasses a 231.5-acre tract of land generally along and on either side of Camp Wisdom Road between Cockrell Hill Road and Duncanville Road, all within the City's corporate limits. The final project and financing plan was approved by Ordinance No. 2312 in July 2017.

This annual report is submitted in compliance with Chapter 311.016 of the Texas Tax Code, which requires an annual status report to be filed with the chief officer of each taxing unit that levies property taxes in a reinvestment zone and the state comptroller by the 150th day following the end of the fiscal year.

FISCAL YEAR ACTIVITIES

During Fiscal Year 2022, the TIRZ Board of Directors held meetings on:

- September 29, 2022
- October 10, 2022

FINANCIAL SUMMARY

1. REVENUE SOURCES

Total Revenue for FY2022:	**$58,717**

- Source: Ad Valorem Taxes

2. EXPENDITURES

Total Expenditures for FY2022:	**$0.00**

- No expenditures were made during the fiscal year ending September 30, 2022

3. OUTSTANDING BONDED INDEBTEDNESS

Principal and Interest Due:	**$0.00**

- There is no outstanding bonded indebtedness as of September 30, 2022

TAX INCREMENT SUMMARY

4. TAX INCREMENT BASE AND CAPTURED VALUE

Taxing Jurisdiction	Base Year Value (Tax Year 2016)	Net Taxable Value (Tax Year 2021)	Captured Appraised Value (Tax Year 2021)
City of Duncanville	$56,950,708	$65,909,466	$8,958,758

Notes:

- Base Year Value is the total appraised value of all real property in the zone taxable as of January 1, 2016 (per the Certified Totals reports prepared by the Dallas Central Appraisal District)
- Captured Appraised Value is the total appraised value of all real property in the zone taxable for the current reporting year LESS the Base Year Value

5. TAX INCREMENT DISTRIBUTION

Taxing Jurisdiction & Participation Rate	Captured Appraised Value (Tax Year 2021)	M&O Tax Rate per $100/Value	Amount of Increment (Fiscal Year 2022)
City of Duncanville (100%)	$8,958,758	$0.65541	$58,717

FUND BALANCE HISTORY

Five-Year Financial Summary

Fiscal Year	FY2018	FY2019	FY2020	FY2021	FY2022
Revenues	$13,642	$24,123	$70,550	$95,612	$58,717
Expenditures	$0	$0	$648	$0	$0
Net Income	$13,642	$24,123	$69,902	$95,612	$58,717
Beginning Balance	$150,000	$163,642	$187,765	$257,668	$353,280
Ending Balance	$163,642	$187,765	$257,668	$353,280	$411,997

COMPLIANCE STATEMENT

This report demonstrates compliance with the tax increment financing plan adopted by the governing body of the City of Duncanville. The captured appraised value and tax increment revenue are being accumulated in accordance with the approved financing plan, with funds reserved for future infrastructure improvements and economic development activities within the TIRZ boundaries.

ZONE INFORMATION

Zone Name: City of Duncanville Tax Increment Reinvestment Zone No. 1
Zone Location: 231.5 acres along Camp Wisdom Road between Cockrell Hill Road and Duncanville Road
Established: January 2016 (Ordinance No. 2295)
Expiration Date: December 2035
Project/Financing Plan Approved: July 2017 (Ordinance No. 2312)
Lead Taxing Unit: City of Duncanville
County: Dallas County

This report is filed in compliance with Texas Tax Code Chapter 311.016 and submitted to the Texas Comptroller of Public Accounts and participating taxing units.

CITY OF DUNCANVILLE
TAX INCREMENT REINVESTMENT ZONE NO. 1

ANNUAL REPORT
For Fiscal Year Ending September 30, 2023

BACKGROUND

The City of Duncanville Tax Increment Reinvestment Zone (TIRZ) No. 1 was established in January 2016 by Ordinance No. 2295 and will remain active for 20 years until expiration in December 2035. The zone encompasses a 231.5-acre tract of land generally along and on either side of Camp Wisdom Road between Cockrell Hill Road and Duncanville Road, all within the City's corporate limits. The final project and financing plan was approved by Ordinance No. 2312 in July 2017.

This annual report is submitted in compliance with Chapter 311.016 of the Texas Tax Code, which requires an annual status report to be filed with the chief officer of each taxing unit that levies property taxes in a reinvestment zone and the state comptroller by the 150th day following the end of the fiscal year.

FISCAL YEAR ACTIVITIES

During Fiscal Year 2023, the TIRZ Board of Directors held meetings on:

- April 24, 2023
- November 27, 2023

FINANCIAL SUMMARY

1. REVENUE SOURCES

Total Revenue for FY2023:	**$97,937**

- Source: Ad Valorem Taxes

2. EXPENDITURES

Total Expenditures for FY2023:	**$0.00**

- No expenditures were made during the fiscal year ending September 30, 2023

3. OUTSTANDING BONDED INDEBTEDNESS

Principal and Interest Due:	**$0.00**

- There is no outstanding bonded indebtedness as of September 30, 2023

TAX INCREMENT SUMMARY

4. TAX INCREMENT BASE AND CAPTURED VALUE

Taxing Jurisdiction	Base Year Value (Tax Year 2016)	Net Taxable Value (Tax Year 2022)	Captured Appraised Value (Tax Year 2022)
City of Duncanville	$56,950,708	$72,617,689	$15,666,981

Notes:

- Base Year Value is the total appraised value of all real property in the zone taxable as of January 1, 2016 (per the Certified Totals reports prepared by the Dallas Central Appraisal District)
- Captured Appraised Value is the total appraised value of all real property in the zone taxable for the current reporting year LESS the Base Year Value

5. TAX INCREMENT DISTRIBUTION

Taxing Jurisdiction & Participation Rate	Captured Appraised Value (Tax Year 2022)	M&O Tax Rate per $100/Value	Amount of Increment (Fiscal Year 2023)
City of Duncanville (100%)	$15,666,981	$0.62512	$97,937

FUND BALANCE HISTORY

Five-Year Financial Summary

Fiscal Year	FY2019	FY2020	FY2021	FY2022	FY2023
Revenues	$24,123	$70,550	$95,612	$58,717	$97,937
Expenditures	$0	$648	$0	$0	$0
Net Income	$24,123	$69,902	$95,612	$58,717	$97,937
Beginning Balance	$163,642	$187,765	$257,668	$353,280	$411,997
Ending Balance	$187,765	$257,667	$353,280	$411,997	$509,934

COMPLIANCE STATEMENT

This report demonstrates compliance with the tax increment financing plan adopted by the governing body of the City of Duncanville. The captured appraised value and tax increment revenue are being accumulated in accordance with the approved financing plan, with funds reserved for future infrastructure improvements and economic development activities within the TIRZ boundaries.

ZONE INFORMATION

Zone Name: City of Duncanville Tax Increment Reinvestment Zone No. 1
Zone Location: 231.5 acres along Camp Wisdom Road between Cockrell Hill Road and Duncanville Road
Established: January 2016 (Ordinance No. 2295)
Expiration Date: December 2035
Project/Financing Plan Approved: July 2017 (Ordinance No. 2312)
Lead Taxing Unit: City of Duncanville
County: Dallas County

This report is filed in compliance with Texas Tax Code Chapter 311.016 and submitted to the Texas Comptroller of Public Accounts and participating taxing units.

CITY OF DUNCANVILLE
TAX INCREMENT REINVESTMENT ZONE NO. 1

ANNUAL REPORT
For Fiscal Year Ending September 30, 2024

BACKGROUND

The City of Duncanville Tax Increment Reinvestment Zone (TIRZ) No. 1 was established in January 2016 by Ordinance No. 2295 and will remain active for 20 years until expiration in December 2035. The zone encompasses a 231.5-acre tract of land generally along and on either side of Camp Wisdom Road between Cockrell Hill Road and Duncanville Road, all within the City's corporate limits. The final project and financing plan was approved by Ordinance No. 2312 in July 2017.

This annual report is submitted in compliance with Chapter 311.016 of the Texas Tax Code, which requires an annual status report to be filed with the chief officer of each taxing unit that levies property taxes in a reinvestment zone and the state comptroller by the 150th day following the end of the fiscal year.

FISCAL YEAR ACTIVITIES

No TIRZ Board of Directors meetings were held during Fiscal Year 2024.

FINANCIAL SUMMARY

1. REVENUE SOURCES

Total Revenue for FY2024:	**$139,137**

- Source: Ad Valorem Taxes

2. EXPENDITURES

Total Expenditures for FY2024:	$0.00

- No expenditures were made during the fiscal year ending September 30, 2024

3. OUTSTANDING BONDED INDEBTEDNESS

Principal and Interest Due:	$0.00

- There is no outstanding bonded indebtedness as of September 30, 2024

TAX INCREMENT SUMMARY

4. TAX INCREMENT BASE AND CAPTURED VALUE

Taxing Jurisdiction	Base Year Value (Tax Year 2016)	Net Taxable Value (Tax Year 2023)	Captured Appraised Value (Tax Year 2023)
City of Duncanville	$56,950,708	$79,927,486	$22,976,778

Notes:

- Base Year Value is the total appraised value of all real property in the zone taxable as of January 1, 2016 (per the Certified Totals reports prepared by the Dallas Central Appraisal District)
- Captured Appraised Value is the total appraised value of all real property in the zone taxable for the current reporting year LESS the Base Year Value

5. TAX INCREMENT DISTRIBUTION

Taxing Jurisdiction & Participation Rate	Captured Appraised Value (Tax Year 2023)	M&O Tax Rate per $100/Value	Amount of Increment (Fiscal Year 2024)
City of Duncanville (100%)	$22,976,778	$0.605557	$139,137

FUND BALANCE HISTORY

Five-Year Financial Summary

Fiscal Year	FY2020	FY2021	FY2022	FY2023	FY2024
Revenues	$70,550	$95,612	$58,717	$97,937	$139,137
Expenditures	$648	$0	$0	$0	$0
Net Income	$69,902	$95,612	$58,717	$97,937	$139,137
Beginning Balance	$187,765	$257,668	$353,280	$411,997	$509,934
Ending Balance	$257,667	$353,280	$411,997	$509,934	$649,071

COMPLIANCE STATEMENT

This report demonstrates compliance with the tax increment financing plan adopted by the governing body of the City of Duncanville. The captured appraised value and tax increment revenue are being accumulated in accordance with the approved financing plan, with funds reserved for future infrastructure improvements and economic development activities within the TIRZ boundaries.

ZONE INFORMATION

Zone Name: City of Duncanville Tax Increment Reinvestment Zone No. 1
Zone Location: 231.5 acres along Camp Wisdom Road between Cockrell Hill Road and Duncanville Road
Established: January 2016 (Ordinance No. 2295)
Expiration Date: December 2035
Project/Financing Plan Approved: July 2017 (Ordinance No. 2312)
Lead Taxing Unit: City of Duncanville
County: Dallas County

RESOLUTION NO. 2025-504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACCEPTING FISCAL YEARS 2022, 2023, AND 2024 ANNUAL REPORTS FOR THE TAX INCREMENT FINANCING (TIF) DISTRICT, REINVESTMENT ZONE NUMBER ONE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Tax increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act") on December 20, 2016, the City Council of the City of Duncanville, Texas approved and adopted Ordinance No. 2295, which, among other things, created, established, and designated Reinvestment Zone Number One, (the "Zone"); established a Board of Directors for the Zone, and established a tax increment fund (the TIF Fund") into which the City is required by the Act to deposit its tax increment for approximately 231 acres of land lying within the corporate limits of the City (the "Property"); and

WHEREAS, pursuant to the Texas Tax Code an annual report is required to be filed with each taxing unit that levies property taxes on real property in the reinvestment zone and the State of Texas Comptroller by the 150th day following the end of the municipality's fiscal year; and

WHEREAS, the City of Duncanville, Texas ended its fiscal year on September 30, 2022.

WHEREAS, such Fiscal Years 2022, 2023, and 2024 Annual Tax Increment Finance Zone are hereby filed, reviewed, and accepted by the City Council.

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

SECTION 1. That the City of Duncanville, Texas, hereby accepts Fiscal Years-2022, 2023, and 2024 Annual Reports for Tax Increment Financing (TIF) District, Reinvestment Zone Number One, which is attached in Exhibit "A" and, the same shall be filed with the City Secretary as an official record of the City.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of August 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Consider Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor M. Barrera, Economic Development Director

BACKGROUND/HISTORY:
For the last year, the Planning Department has experienced challenges in remaining fully staffed. After my arrival in July 2024, my assistance was requested to support the department's case load, and eventually, department leadership. From December 2024 to early 2025, attempts were made to fill the vacant Assistant Director position but were unsuccessful. In March 2025, the Planning Technician resigned, leaving the Planning Department with no staff. Various members of the Economic Development team served to fill the gap in services to residents and the development community. Several solutions were explored, and a staffing firm was consulted to obtain candidates to fill temporary planning roles. Candidates selected declined the offers, further creating difficulties with continuation of planning services for the city.

Due to ongoing delays, it was determined that Olsson was the best option to fill in until the vacancies were filled, as they had already been contracted to assist the Planning Department on an existing project. Over the past few months, the Olsson team has served as in-person and remote support for business owners, and residents, providing assistance with reviewing permit applications, Certificate of Occupancy approval requests, and managing various zoning applications. Additionally, the team

conducted training sessions for the Planning and Zoning Commission. There are three Olsson team members working together to meet the requested service level, thus ensuring that projects move forward and inquiries are managed in a timely manner.

One of the planning vacancies has been filled (Assistant Planning Director) and the process of filling another position (Planner I) is underway. The continued use of Olsson's services is anticipated until the end of the fiscal year. Since these service costs have accumulated over the past months, and have exceeded the $50,000 procurement threshold, staff is presenting this item to City Council for authorization of expenses, in addition to a sole source procurement approval.

The total estimated cost for these services is expected to be $170,000, which will be partially covered by salary savings from the vacant planning positions, with the remainder funded through the Economic Development department's contractual services budget. The need for planning support was not anticipated when the Economic Development budget was prepared for fiscal year 2025. A request for financial support was discussed at the July 28, 2025, DCEDC Board Meeting, and the Board approved $75,000 to assist with payment of outstanding invoices. Discussions are ongoing with Olsson about reducing the level of service provided to the city while current staff take on additional planning tasks to keep costs down for the remainder of the fiscal year.

12011000-708103 (Economic Development) - $75,000
01036401-700450 (Planning) - $95,000

Currently, payment of invoices for up to $49,999 have been processed to avoid any late fees or additional processing costs.

POLICY EXPLANATION:
The costs for these services are being paid for in part from cost savings for salaries of the planning positions that were vacant while Olsson provided support.

FUNDING SOURCE:

ORG and Object Number
12011000-708103 (Economic Development) - $75,000 and 01036401-700450 (Planning) - $125,000

Available Budget	Purchase Amount	After Encumber
$170,000.00	$170,000.00	$0.00

ACTION ALTERNATIVES:

1. Approve Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council.
2. Deny Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000.
3. Other actions as directed by Council.

ATTACHMENTS:
Olsson - Sole Source Memo
Olsson Contract
Resolution No. - 2025-509 - Sole source procurement for Olsson Planning and Design

City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116
972.780.5089 P | 972.780.5089 F
www.duncanvilletx.gov

Memo

Date	July 29, 2025
To	Mayor and Council
Approved	Richard Abernathy, Interim City Manager
Thru	Mark Rauscher, Assistant City Manager
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
From	Victor Barrera, Director – Economic Development
Subject	Sole Source for Olsson Planning and Design // Services and Support

Request:

Approve a sole source procurement with Olsson Planning and Design for planning staff augmentation and case review.

Justification:

For the last year, the Planning Department has experienced challenges in remaining fully staffed. After my arrival in July 2024, my assistance was requested to support the department's case load, and eventually, department leadership. From December 2024 to early 2025, attempts were made to fill the vacant Assistant Director position. In March 2025, the Planning Technician resigned, leaving the department with no staff. Various members of the Economic Development team served to fill the gap in services to residents and the development community. Several solutions were explored, and a staffing firm was consulted to obtain candidates to fill temporary planning roles. Candidates selected declined the offers, further creating difficulties with continuation of planning services for the city. Due to ongoing delays, it was determined that Olsson was the best option to fill in until the vacancies were filled, as they had already been contracted to assist the Planning Department on an existing project.

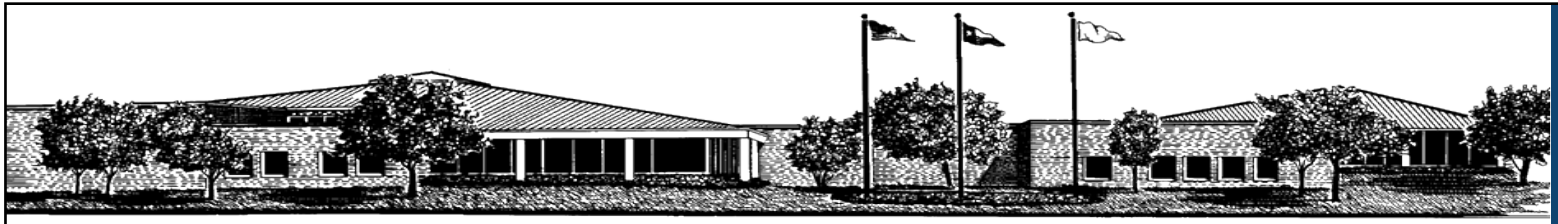
Over the past few months, the Olsson team has served as in-person and remote support for business owners, and residents, providing assistance with reviewing permit applications, Certificate of Occupancy approval requests, and managing various zoning applications. Additionally, the team conducted training sessions for the Planning and Zoning Commission. There are three Olsson team members working together to meet the requested service level, thus ensuring that projects move forward and inquiries are managed in a timely manner.

One of the planning vacancies has been filled (Assistant Planning Director) and the process of filling another position (Planner I) is underway. The continued use of Olsson's services is anticipated until the end of the fiscal year. Since these service costs have accumulated over the past months, and have exceeded the $50,000 procurement threshold, staff is presenting this item to City Council for authorization of expenses, in addition to a sole source procurement approval.

The total estimated cost for these services is expected to be $200,000, which will be partially covered by salary savings from the vacant planning positions, with the remainder funded through the Economic Development department's contractual services budget. Discussions are ongoing with Olsson about reducing the level of service provided to the city while current staff take on additional planning tasks to keep costs down for the remainder of the fiscal year.

The need for planning support was not anticipated when the Economic Development budget was prepared for fiscal year 2025. A request for financial support was discussed at the July 28, 2025, DCEDC Board Meeting, and the Board approved $75,000 to assist with payment of outstanding invoices.

Currently, payment of invoices up to $49,999 have been processed to avoid any late fees or additional processing costs.



City of Duncanville

Duncanville
City of Champions

OLSSON SUPPORT SERVICES

AUGUST 5, 2025

MARK J. RAUSCHER, ASSISTANT CITY MANAGER

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Timeline

- November 2024 – Work Order #1 Authorized
  - Zoning Analysis for LifeSchool Project – 1000 East Danieldale Rd.
  - Schedule (Nov. 2024 – Dec. 2024)

- March 2025 – Work Order #2 Authorized
  - Planning Staff Augmentation and Case/Permit Review
  - March 2025 – Dec. 2025 (or until vacancies filled)

Invoices and Budget

Invoice #	Date Received	Amount	Pay Status
523528	12/16/2024	$ 4,433.25	PAID
526962	1/17/2025	$ 1,329.50	PAID
533554	4/16/2025	$ 6,762.17	APPROVED FOR PAYMENT THIS WEEK
539109	5/22/2025	$ 31,497.40	APPROVED FOR PAYMENT THIS WEEK
540213	6/17/2025	$ 49,653.46	UNPAID
545146	7/21/2025	$ 31,604.19	UNPAID
		$ 125,279.97	**TOTAL OLSSON COSTS TO DATE**
		$ 32,000.00	AUGUST FORECAST SPEND
		$ 12,000.00	SEPTEMBER FORECAST SPEND
		$ 169,279.97	**TOTAL OLSSON FINAL COSTS**

BUDGET SOURCES

$ 95,000 Planning Salary Savings

$ 75,000 DCEDC Allocation

$170,000 Total

City of Duncanville

Duncanville
City of Champions

Next Steps

- Council approval of Olsson contract as a sole source procurement in an amount not to exceed $170,000
- Process and pay June and July invoices ASAP
- Complete recruitment and onboarding of new City Planner position
  - Phase out Olsson contract by early September.

City of Duncanville

Duncanville
City of Champions

THANK YOU

Any questions?

City of Duncanville

Duncanville
City of Champions

RESOLUTION NO. 2025-509

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A SOLE SOURCE PROCUREMENT WITH OLSSON PLANNING AND DESIGN FOR PLANNING SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $170,000, SUBJECT TO THE APPROPRIATION OF FUNDING BY CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, has determined that there is a need for professional planning support services to assist with projects related to land use, zoning, and strategic community development; and

WHEREAS, Olsson Planning and Design has unique qualifications and expertise specific to the needs of the City and has previously provided planning services that require continuity and consistency in execution; and

WHEREAS, the City has determined, in accordance with the Texas Local Government Code and applicable procurement policies, that the procurement of planning support services from Olsson Planning and Design qualifies as a sole source procurement due to proprietary knowledge, specialized experience, and the need for seamless integration with prior and ongoing work; and

WHEREAS, the total cost of such services is not to exceed $170,000.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council.

SECTION 2. The City Manager is hereby authorized to execute any and all agreements, statements of work, or other documents necessary to carry out the intent of this Resolution.

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

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Conduct a Public Hearing for Consideration and action regarding the request of Mario Riojas, the applicant and owner. The applicant is requesting approval of a Specific Use Permit to allow for the use of Short-Term Rental. The property is located at 209 North Royal Oak Drive, City of Duncanville, Dallas County, Texas, being part of Lot 2, Block 2 of Winona Gardens Addition No. 2, an addition to the City of Duncanville, Dallas County, Texas, according to the plat recorded in Volume 19, Page 275, Map Records, of 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:
Brennan Kane, Lead Planner - Olsson

BACKGROUND/HISTORY:
The applicant is requesting a Specific Use Permit (SUP) for a Short-Term Rental in a Single-Family Residential (SF-10). According to section 3.03 of the City of Duncanville Zoning Ordinance, Short-Term Rentals are considered accessory and incidental uses and are permitted in SF-10 zoning with review and approval of an SUP.

The applicant and owner of the 5-bedroom, 2-bathroom home, proposes a short-term rental using up to 3 of the 5 rooms in the home on a temporary basis. The applicant intends to occupy the home while the 3 additional rooms are available for rent.

The Plan Commission at their June 09, 2025 meeting held a public hearing for this item. The citizens voiced their opposition to the request for the SUP. Additionally, city staff did receive two letters in opposition of the request.

The Plan Commission made a motion to recommend approval of the proposed SUP application, the motioned passed 6-0.

POLICY EXPLANATION:
The City in December 2021 passed Ordinance 2419 outlining Short Term Rentals and the required registration program for the City of Duncanville. The applicant is aware of the requirements and rental program criteria that need to be met as part of this SUP application.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve the Specific Use Permit as presented and direct Staff and the City Attorney to draft an Ordinance for City Council Consideration.
2. Approve the Specific Use Permit with conditions and direct Staff and the City Attorney to draft an Ordinance for City Council Consideration.
3. Table the Specific Use Permit and request additional information from the applicant to be presented at a future City Council meeting. If choosing this option, the City Council should keep the Public Hearing open to a future City Council meeting.
4. Deny the Specific Use Permit, but should cite specific findings of facts for denial of the application.

ATTACHMENTS:
Attachment A - 06.09.2025 Staff Report and Planning and Zoning Commission Packet
Attachment B - 06.09.2025 Planning and Zoning Commission Minutes_DRAFT

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

STAFF REPORT

To:	Planning & Zoning Commission
From:	Alex O'Connell, AICP, Planning Consultant (Olsson)
Date:	June 03, 2025
RE:	Short Term Rental | 209 N Royal Oak Dr.
	SPECIFIC USE PERMIT (SUP) | #2025-00007

REQUEST:	The applicant is requesting an SUP (Specific Use Permit) for "Short Term Rental" in a SF-10 (Single-Family Residential)
LOCATION:	209 N. Royal Oak Dr. Duncanville, TX
EXISTING ZONING:	SF-10 (Single-Family Residential)
PROPOSED ZONING:	SF-10 (Single-Family Residential) with an SUP
FUTURE LAND USE DESIGNATION:	Low Density Residential

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

PROJECT SUMMARY:

The applicant is requesting a Specific Use Permit (SUP) for a Short-Term Rental in a Single-Family Residential (SF-10). According to section 3.03 of the City of Duncanville Zoning Ordinance, Short-Term Rentals are considered accessory and incidental uses and are permitted in SF-10 zoning with review and approval of an SUP.

The applicant and owner of the 5-bedroom, 2-bathroom home, proposes a short-term rental using up to 3 of the 5 rooms in the home on a temporary basis. The applicant intends to occupy the home while the 3 additional rooms are available for rent.

USE DEFINITIONS:

Section 7.02.B Accessory and Incidental Uses

Short-Term Rental: A residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business.

PARKING REQUIREMENTS:

While the City of Duncanville Zoning Ordinance does not specifically regulate off-street parking for Short-Term Rentals, it does require minimum standards for Single Family parking accommodations.

Section 4.04.B. Off-Street Parking and Loading Requirements

a. Two (2) unenclosed parking spaces, plus
b. A one- or two-car garage or Porte Cochere.

Following review of this submission, staff finds that the subject property satisfies the minimum requirements set forth in the zoning ordinance.

KEY FEATURES OF AN SUP:

a. The proposed use is consistent and compatible with the adjacent land use and zoning.

Staff finds the proposed use to be consistent and compatible with adjacent land uses and zoning. Properties in all directions are in the same zoning district as the subject property. The short-term rental use should not introduce any adverse impacts to surrounding property owners. Staff finds that the proposed Short-Term Rental does not conflict with surrounding uses and the requested Specific Use Permit is the minimum path necessary to allow this use.

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

b. The proposed use is consistent with the architecture and characteristics of the adjacent properties.

The existing home was constructed in alignment with the characteristics of the neighborhood at the time of construction. Staff finds that the home is consistent with the architecture and characteristics of adjacent properties.

c. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.

Staff finds that the proposed use follows the development standards set forth in the City of Duncanville Zoning Ordinance and does not foresee an adverse impact on adjacent properties.

d. The proposed use is consistent with the goals and objectives of the City.

The City of Duncanville's comprehensive plan describes a vision for this area as low density residential. The proposed use continues the existing low density residential nature of the property which is consistent with the goals and objectives of the City

e. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.

Staff finds that the proposed use is a continuation of the residential nature of the property. Allowing a short-term rental will allow the property to be used more regularly and on-going maintenance of the property is assumed.

f. The proposed use will not be detrimental to the general health, safety, and welfare of the community.

The proposed use should not be detrimental to the general health, safety, and welfare of the community.

g. The proposed use would stabilize and improve property values within the City.

Staff cannot prove or disprove that the proposed use would stabilize and improve property values within the City.

h. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

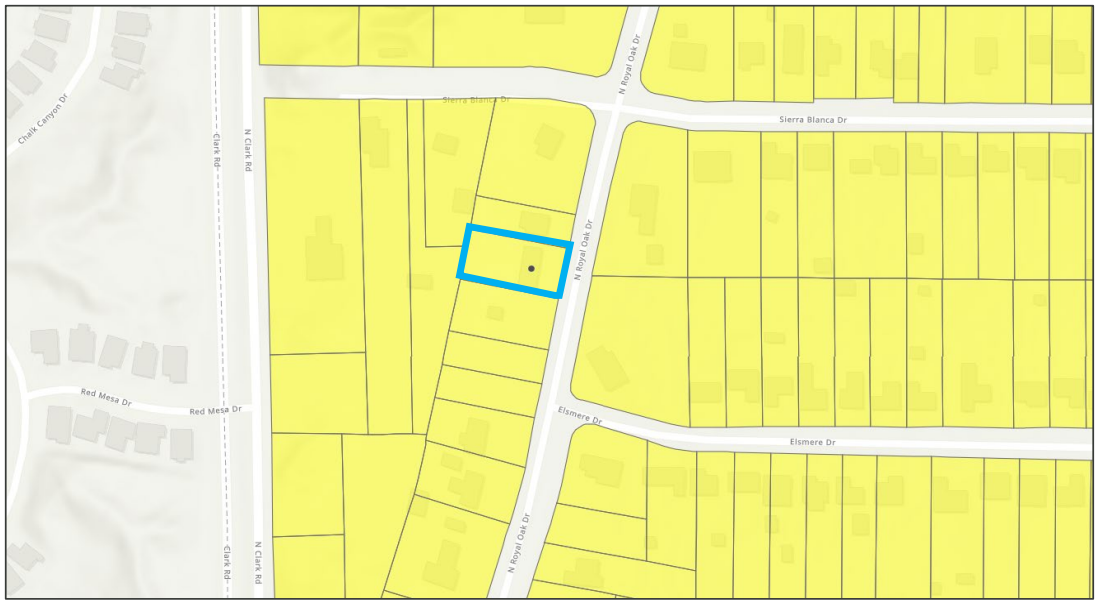
Staff cannot speak to how the proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

i. The proposed use would strengthen and help diversify the economy of the City.

Staff is unable to definitively determine the extent to which the proposed use would strengthen or diversify the City's economy. However, it is noted that short-term rental operations are subject to local hotel occupancy taxes, which contribute to municipal revenues and may provide ancillary economic benefits.

Figure 1. Zoning Map



Subject Property:

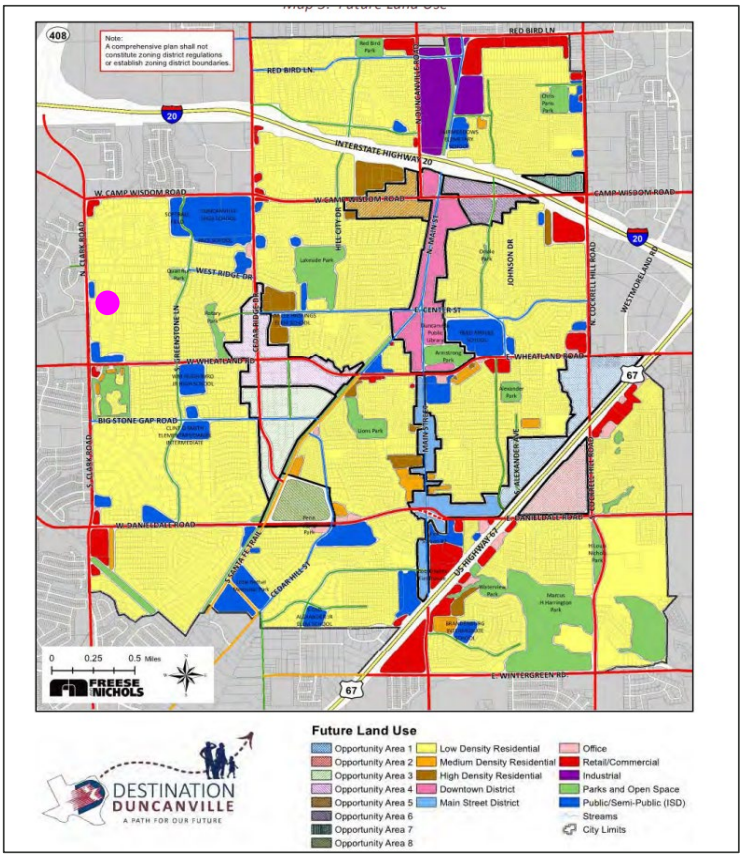
ZONING DISTRICT DESCRIPTION:

The SF-10 Single-Family Residential District is intended primarily for suburban style single-family dwellings and related recreational and educational facilities normally required to provide an orderly and attractive residential area. Civic institutions may be appropriate if compatible in size and operation with the surrounding residential area. This district is intended to be defined and protected from the encroachment of uses that are not appropriate to a residential environment. Internal stability, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities and through consideration of the proper functional relationship of the different uses.

Duncanville
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Figure 2: Future Land Use Map



Subject Property:

FUTURE LAND USE DESCRIPTION:

Low Density Residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre. The following are policies to guide low density areas:

They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.

Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the City.

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(972) 780-5000

They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

SURROUNDING ZONING AND DEVELOPMENT:

NORTH: Single-Family Residential (SF-10)
Single-Family Home

EAST: Single-Family Residential (SF-10)
Single-Family Home

SOUTH: Single-Family Residential (SF-10)
Single-Family Home

WEST: Single-Family Residential (SF-10)
Single-Family Home

PUBLIC INPUT:

At the time of review, we have received two letters in opposition of the requested SUP.

PLAN COMMISSION OPTIONS FOR CONSIDERATION

Option 1: Recommend Approval as Presented
The Plan Commission may recommend approval of the Specific Use Permit (SUP) application as submitted if it finds that the proposed use meets all applicable zoning requirements, is consistent with the goals and policies of the Comprehensive Plan and is compatible with the surrounding context. This option is appropriate when no additional conditions or modifications are necessary to ensure the proposed use is appropriate for the site.

Option 2: Recommend Approval with Conditions
The Plan Commission may recommend approval of the SUP application with specific conditions if it determines that the use is generally appropriate but requires additional safeguards or modifications to address potential impacts, ensure compatibility with adjacent uses, or comply with applicable standards. Conditions should be clearly stated and enforceable, and may relate to site design, operations, buffering, or other relevant factors.

Option 3: Recommend Denial of the Application
The Plan Commission may recommend denial of the SUP application if it finds that the proposed use does not meet the intent of the zoning ordinance, is inconsistent with the Comprehensive Plan, or may negatively affect the public health, safety, or welfare. Any recommendation of denial must be supported by clearly stated findings of fact that outline the specific reasons for the recommendation, based on the information presented in the application, staff analysis, and public testimony.

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Option 4: Table the Application and Request Additional Information
The Plan Commission may table the application to a future meeting if it determines that additional information, clarification, or revisions are needed before making a recommendation. This option allows the applicant time to address specific concerns raised by staff, the Commission, or the public, and ensures that the Commission has sufficient information to make an informed recommendation.

STAFF RECOMMENDATION:

Staff recommends **approval** of the Specific Use Permit #2025-00007 subject to following conditions:

1. The applicant shall confirm to all registration, inspection, and reporting requirements at outlined and adopted in Ordinance 2419.

2. The applicant shall meet all International Building Code (IBC) and International Fire Code (IFC) requirements as regulated by the City of Duncanville codes and ordinances.

FIGURES:

- Figure 1: Zoning Map
- Figure 2: Future Land Use Map

ATTACHMENTS:

- Attachment 1: Applicant Letter
- Attachment 2: Floor Plan
- Attachment 3: Ordinance No. 2419
- Attachment 4: Letters Received

4/30/25

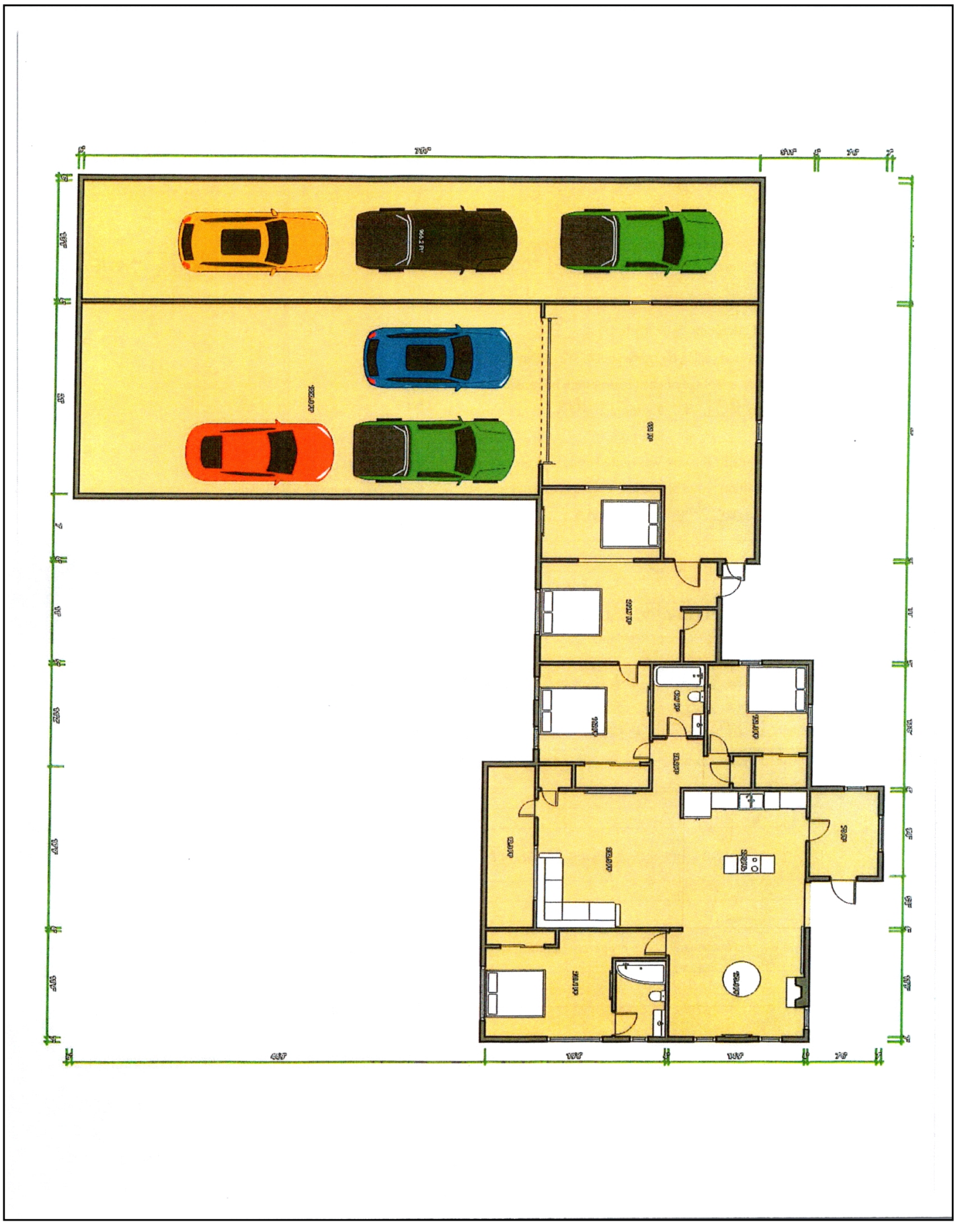
To whom it may concern,

My name is Mario Riojas, I am the owner of the ~~three~~ FOUR bedroom property at 209 North Royal Oak Drive, Duncanville, Texas, 75116. I am proposing a short-term rental using up to three rooms on a temporary basis. I will be living at the property while I rent these rooms to supplement my income.

Thank you for your time and consideration,

Mario Riojas





Duncanville
City of Champions

SHORT TERM RENTAL
PROPERTY REGISTRATION FORM

Is this application being completed for the purpose of: ☑ Initial Registration ☐ Renewal

Address of Short-Term Rental Unit: 209 N. Royal Oak Dr. Duncanville, Tx 75116

Approximate Total Dwelling Square Footage: 1778

Number of Bedrooms to be Rented Out: 3

Will the entire dwelling be rented out? ☐Yes ☑No

List the square footage of each bedroom to be rented out.

Bedroom 1: 231 sf. Bedroom 2: 162 sf. Bedroom 3: 151 sf.

Bedroom 4: _____ sf. Bedroom 5: _____ sf. Bedroom 6: _____ sf.

Number of nights the unit was rented as a short-term rental in the previous year: 0

List *ALL* vacation rental platforms, websites, newspapers, etc. where rental unit is being advertised.

None at the moment.

OWNER CONTACT INFORMATION

Owner Name: Mario Riojas

If Applicable, Trade Name of Resident Owner or Nonresident Owner:

Physical Address: 209 N. Royal Oak Dr. Duncanville, Tx 75116

Mailing Address: Same as above

Phone: 214-707-6980 Email: mrmarioriojas@yahoo.com

If owned by a corporation, list the names and addresses of all registered agents:

N/A

List *ALL* other rentals *whether located within the City of Duncanville or not*:

N/A

If there is a mortgage against the property, list mortgagee information (name, address, phone number):

N/A

ORDINANCE NO. 2419

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE, BY AMENDING CHAPTER 12C 'BOARDING AND GROUP HOMES' BY ADDING NEW ARTICLE II "SHORT-TERM RENTAL REGISTRATION REGULATIONS", SECTIONS 12C-50 THROUGH 12C-64; PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE CITY PLANNER AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR THE ESTABLISHMENT OF A SHORT-TERM RENTAL REGISTRATION PROGRAM FEE; PROVIDING FOR RESERVE SECTIONS 12C-65 – 12C-99; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, deems it necessary for the purpose of promoting the health, safety and general welfare of the City and its residents, to adopt and enforce regulations regarding short-term rental properties which are offered for lease, barter or rent in the City,

WHEREAS, the City Council has determined that regulations are needed to be updated to address regulations for Short-Term Rentals, and

WHEREAS, permanent residents desire the option to occasionally utilize their properties for home share rentals, and

WHEREAS, the operation of Short-Term Rentals should not negatively affect property values, and

WHEREAS, the short-term rental registration program shall be implemented Citywide and shall apply to each single-family, two-family (duplex), multi-family, and townhouse, as defined, short-term rental units within the City.

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

SECTION 1. That Chapter 12C "Boarding and Group Homes" of the Duncanville Code of Ordinances is hereby amended by adding a new Article II, "Short-Term Rental Registration Program Regulations", which shall read as follows:

"CHAPTER 12C – BOARDING AND GROUP HOMES

ARTICLE I. IN GENERAL

. . . . . .

ARTICLE II. SHORT-TERM RENTAL REGISTRATION PROGRAM REGULATIONS

Sec. 12C-50 Purpose and Applicability

The purpose of this division is to establish regulations for the registration and use of Short-Term Rentals for single-family, two-family (duplex), and townhouse living units. The requirements of this division apply only to Short-Term Rentals, as defined herein, located in residential and certain non-residential zoning districts established under the City's Zoning Ordinance, Chapter 23 of Code of Ordinances. Nothing in this division, however, shall be construed to be a waiver of the requirement to assess and collect hotel occupancy taxes for any residential rental for less than 30 consecutive days, or any other applicable provision of the Duncanville Code of Ordinances.

Sec. 12C-51 Definitions

For the purpose of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Advertise means the written, audio, oral or other methods of drawing the public's attention whether by brochure, written literature or on-line posting to a Short-Term Rental in order to promote the availability of the Short-Term Rental.

City Manager means the person designated by the City Council and Home Rule Charter.

City Planner means the person designated by the City Manager as the City Planner or their designee.

Host means the person, firm, corporation, partnership or association, assigned the duty and responsibility by the owner to manage or rent residence for a Short-Term Rental.

Hotel Occupancy Tax means the hotel occupancy tax as defined in Chapter 18, Article II of the Duncanville Code of Ordinances and Chapter 3 of the Texas Tax Code, as may be amended.

Local Emergency Contact means an individual other than the applicant, who resides within 20 miles of the subject property, and who is designated by the owner/applicant to act as the owner's authorized agent if the owner has traveled outside of the immediate area or is otherwise unavailable. The local emergency contact should be reachable on a 24-hour basis, have access to the Short-Term Rental Property, and be authorized by the owner to

act in the owner's absence to address any complaints, disturbances, and emergencies.

Owner means the person who, in accordance with the most recently recorded deed, deed of trust, security instrument, trust instrument, affidavit of heirship, muniment of title or other similar document indicating title to real property recorded in the Official Public Records of Dallas County, Texas, is vested in, the ownership, dominion or title of real property, including, but not limited to:

1. the owner of a fee simple title;
2. the owner of a life estate or an estate for years;
3. the purchaser named in an executory contract for conveyance entered in compliance with title 2, chapter 5, subchapter D of the Texas Property Code, as amended, and recorded in the Official Public Records of Dallas County, Texas if required by V.T.C.A., Property Code § 5.076, as amended; or
4. a mortgagee, receiver, executor or trustee in control of real property.
5. a person with a long-term lease of thirty (30) days or greater.

Person means an individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or community entity.

Primary Residence means the usual dwelling place of the applicant's residential dwelling and is documented as such by at least two of the following: motor vehicle registration, driver's license, Texas State Identification card, voter registration, property tax documents, or utility bill. For purpose of this chapter, a person may have only one primary residence.

Short-Term Rental, as defined by the City's Zoning Ordinance, shall mean "a residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, other brokers or persons. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business." The term does not include;

1. a dwelling, or a part thereof, unit that is used for a nonresidential purpose, including an educational, health care, retail, restaurant, banquet or event space, or another similar use as determined by the City Planner;
2. a bed and breakfast; or
3. a hotel/residence hotel.

Group home or assisted living defined by the Comprehensive Zoning Ordinance.

Single-family residence means a single-family residence as referred to in this article which includes the following:

1. One-family dwelling (detached): A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract;

2. One-family dwelling (attached): A dwelling which is joined to another dwelling at one or more sides by a party wall or abutting separate wall and which is designed for occupancy by one family and is located on a platted separate lot, delineated by front, side and rear lot lines;

3. Two-family dwelling: A single structure designed and constructed with two dwelling units under a single roof for occupancy by two families, one in each unit; and

4. Condominium: The separate ownership of single dwelling units in a multiple unit structures with common elements and;

5. Multi-family dwelling or apartment: Any building or portion of a building, which is designed, built, rented, leased or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or place of residence by three or more families living in independent dwelling units.

Residential districts: Includes the following districts: SF-43 Estate Single-Family Residential District, SF-13 Single-Family Residential District, SF-10 Single-Family Residential District, SF-7 Single-Family Residential District, TF-7 Duplex Residential District, MF-21 Multi-Family Residential District, MF-14 Multi-Family Residential District as defined in Chapter 23 of the Code of Ordinances.

Short-term rental permit means the permit issued by the City Planner or their designee pursuant to this article.

Sec. 12C-52 City Manager / City Planner, Power and Duties.

The City Manager, City Planner or designee is hereby designated as the administrator of the provisions of this Article. In addition to the powers and duties otherwise prescribed for the city planner, as administrator of this Article, the city planner shall have the authority to:

1) Administer and enforce all provisions of this ordinance along with related standards for Short-Term Rentals contained in Chapter 23 (Zoning Ordinance) within the Duncanville's Code of Ordinances.

2) Keep records of all registrations issued in the program.

3) Adopt reasonable rules and regulations, not inconsistent with the provisions of

this Article, with respect to the form and content of application for registration, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Article.

4) Conduct periodic inspections of residential rental properties throughout the City to ensure compliance with this Article and all other applicable City ordinances and State laws, and applicable adopted codes including but not limited to the adopted Building Codes in Chapter ___ of the Code of Ordinances as amended, 2015 related to the purpose and/or enforcement of this Article.

Sec. 12C-53 Short-Term Rental Registration Requirements

A. No person shall hereafter advertise, offer to rent or rent, lease, sublease, license or sublicense a residential property within the City as a Short-Term Rental for which a registration has not been properly made and filed with the development services department of the city. Registration shall be made upon forms furnished by the city for such purpose and shall specifically require the following minimum information:

1) Name, address, phone number and e-mail address of the property owner(s) of the Short-Term Rental property.

2) Verification of ownership and authorization by the owner's Residence regarding primary residence.

3) Name, address, phone number and e-mail address of the designated Local Emergency Contact.

4) The maximum number of occupants permitted for the dwelling unit or sleeping room in accordance with the Code of Ordinances.

5) A submission of a detailed floor plan of the dwelling with dimensioned room layout.

6) Site Plan/Survey of the property indicating maximum number of vehicles that can be legally parked on the property, without encroaching onto street, sidewalks or alleys; other public rights-of-way or public property.

7) Property owner must submit complete list of all rentals whether or not located withing the City advertised on all hosting sites.

8) Name, address, e-mail address, and telephone number of the resident owner, nonresident owner, property manager, resident manager, local emergency contact, and mortgagee, if there is a mortgage against property.

9) Trade name of resident owner or nonresident owner.

10) Names and addresses of all registered agents should the parties named in this subsection be corporations.

11) Zoning classification(s).

12) Acknowledgement of receipt of a copy of this article and agreement to comply with all provisions of this article as a condition to receiving and maintaining a short-term rental license.

Sec. 12C-54 Inspection Required

A. Upon registration and renewal, and prior to the first rental occupant of a Short-Term rental property, after such registration and renewal, the owner is required to schedule an Inspection of the residential structure with the City development services department to determine compliance with the minimum property standards contained in the Code of Ordinances in this Article and other applicable codes.

1) If only a portion of the premises is offered for rent, then that portion plus shared amenities and points of access shall be inspected.

2) If, upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable City codes and ordinances, the City shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected prior to its rental or occupancy.

Sec. 12C-55 Restrictions on Short-Term Rentals

A. *External Signage.* There shall be no external on-site or off-site advertising signs or displays indicating the property is a Short Term Rental).

B. *Limit on occupants allowed.* No more than two adult guests per bedroom, plus no more than two additional adults shall be allowed when renting a property as a home share rental, except that:

1) There shall be a maximum occupancy of ten (10) persons, including adult and children.

2) Bedrooms under 120 square feet shall be limited to only adult one occupant.

C. *Limits on number of vehicles.* There shall be a maximum of one motor vehicle per bedroom, or maximum number of motor vehicle that can be accommodated within the garage and driveway, without extending over the public rights of way (alleys and sidewalks) whichever is less.

D. *Advertisement and contracts.* Any advertisement of the property as a short-term rental and all rental contracts must contain language that specifies the allowed maximum number of occupants and maximum number of vehicles.

E. *Other Restrictions.* It is unlawful:

1) To operate or allow to be operated a Short-Term Rental without first registering the property in which the rental is to occur with the City in accordance with this article;

2) To advertise or offer a Short-Term Rental without first registering the property in which the rental is to occur with the City in accordance with this article; documented advertisement of the subject property as a Short-Term Rental, online or offline, shall be considered prima face evidence of a violation of this ordinance;

3) To operate a Short-Term Rental that does not comply with all applicable city and state laws and codes;

4) To operate a Short-Term Rental without paying the required hotel occupancy taxes;

5) To offer or allow the use of a Short-Term Rental for the sole or primary purpose of having an establishment that allows for an environment that produces unwanted public nuisances such as noise.;

6) To fail to include a written prohibition against the use of a Short-Term Rental for having a party in every advertisement, listing, or other publication offering the premises for rent.

7) Permit the use of the Short-Term Rental for the purpose of housing sex offenders; operating a structured sober, recovery or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business.

Sec. 12C-56 Brochure and Safety Features

A. *Informational brochure.* Each registrant operating a Short-Term Rental shall provide to guests a brochure and file the same with the City that includes:

1) The registrant's twenty-four (24) hour contact information;

2) The host's twenty-four (24) hour contact information if the property owner is not within the city limits when guests are renting the premises;

3) Pertinent neighborhood information including, but not limited to, parking restrictions, restrictions on noise and amplified sound, and trash collection schedules;

4) Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates.

B. *Safety features.* Each Short-Term Rental registrant shall provide in the premises working smoke detectors in accordance with adopted codes and at least one working carbon monoxide detector and alarm, and one working fire extinguisher for each sleeping unit and kitchen. The premises shall otherwise comply with applicable standards and regulations contained in the City's Code of Ordinances, and as amended.

Sec. 12C-57 Notification of Approval of Short-Term Rental

Within ten (10) days of the approval of a Short-Term Rental registration or renewal, a notice will be sent to all property owners within two-hundred feet (200 ft.) of the property, which shall include the 24-hour complaint line..

Sec. 12C-58 Registration Term, Fees, and Renewal

A. All registrations approved under this Chapter shall be valid for a period of one year from the date of its issuance.

1) The fees for registration of a Short-Term Rentals shall be as established by resolution of the City Council and may include the following:

   a. The initial registration fee,

   b. a late fee of twice the established the fee, and

   c. senior exemption or other exemption.

B. Upon receipt of an application for renewal of the registration, the City Planner or their designee may deny the renewal if there is reasonable cause to believe that:

1) The registrant has violated any ordinance of the city, or any state, or federal law on the premises or has permitted such a violation on the premises by any

other person; or

2) There are grounds for suspension, revocation, or other registration sanction as provided in this article.

Sec. 12C-59 Inspections; Re-inspections; Suspension and Revocation of License

A. *Inspections; access.* The resident owner, nonresident owner, resident manager and property manager, as a condition to the issuance of a short-term rental license required by this article, shall consent and agree to permit and allow the city's building official or their designee to make the following inspections of the short-term rental when and as needed to ensure compliance with this article.

1) Right and access to inspect all portions of the premises and structures located on the premises that are not dwelling units, including, but not limited to, all storage areas, detached garages, and swimming pools, upon reasonable advance notice being given to the resident owner, nonresident owner, property manager or resident manager;

2) Right and access to inspect all unoccupied dwelling units upon giving reasonable notice to resident owner, nonresident owner, resident manager or property manager;

3) Right and access to inspect all occupied dwelling units when, upon receipt of reliable information, the building official or their designee has reason to believe that violations of the ordinances of the city or state law exist that involve serious threats to life, safety, health and property; and

4) Before the short-term rental license and any renewal of the short-term rental license is approved, and before the rental of any single-family residence as a short-term rental under this article, the resident owner, nonresident owner, resident manager or property manager shall request an inspection and make the single-family residence available for inspection by the building official or their designee. The building official or their designee and the resident owner, nonresident owner, resident manager and property manager shall agree on a reasonable date and time for the requested inspection.

B. *Admission to premises.* The City Planner or their designee may enforce the provisions of this article upon presentation of proper identification to the occupant in charge of the short-term rental and may enter, with the occupant's permission, any short-term rental between the hours of 8:00 a.m. and 6:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life, or severe property damage, the building official or their designee may enter the short-term rental referenced in subsection (a) of this section

at any time and upon presentation of identification and the occupant's permission shall not apply. Whenever the building official is denied admission to inspect any short-term rental under this provision, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection.

C. *Reinspection.* If any of the inspections authorized by this article require a second reinspection due to noted violations, then a reinspection fee of $50.00 shall be paid prior to the second reinspection.

D. *Suspension or revocation of license.* Failure of an owner to comply with the provisions of this article after receipt of written notice of the violation from the building official or their designee setting out the violations and the time allowed to rectify the violations, the short-term rental license authorized by this article issued to the owner may be suspended or revoked by the community development department.

E. *Reinstatement.* Any person requesting a reinstatement or reissuance of a short-term rental license that has been suspended or revoked shall be required to apply for and receive a new short-term rental license issued under this article as a condition precedent to the reissuance or reinstatement of the certificate of occupancy.

Sec. 12C-60 Revocation/Appeal

A. Permit maybe denied and/or revoked by the City Manager or designee upon a finding by the noncompliance with any provisions of this article or violations of the Zoning Ordinance, or other applicable city codes.

B. A permit holder may be subject to revocation of their permit if there are four or more violations within a twelve-month period of this article or other safety, health and welfare ordinances of the City.

C. The Neighborhood Services Department shall issue a notice of violation of any provision of this article or violations as provided herein. Such notice shall include the date, time and synopsis of the facts surrounding such violation.

D. An applicant or permit holder who wishes to appeal the denial or revocation of a permit under this article, shall file an appeal with the Board of Adjustment for reinstatement of a denied or revoked permit.

E. The Board of Adjustment shall conduct an evidentiary hearing, take testimony and receive any documented evidence to determine whether the decision of City Manager or designee should be upheld or overturned.

F. At the hearing, the Board of Adjustment shall receive a testimony and evidence to contest the decision to deny or revoke a permit.

G. The Board of Adjustment upon completion of a hearing, shall upon a majority vote of four-fifths of the Board may overturn the decision of the City Manager or designee.

H. After a permit under this article has been revoked an owner may not reapply until after six (6) months of any revocation or appeal from a final decision of the Board of Adjustment or court of competent jurisdiction.

I. All decision of the Board of Adjustment under this article shall be deemed final.

Sec. 12C-61 Fees

All fees for registration, inspection or renewal, including any late fees or exemptions, as provided in this article, shall be as established by resolution of the City Council.

Sec. 12C-62 Presumption; Presentation of Documents or Affidavit

A. Presumption. Its hall be a rebuttable presumption that a single-family residence that is occupied by one or more person(s) who are not the owner is being occupied pursuant to an agreement between the owner and the occupant(s) of the single-family residence wherein the occupant(s) have agreed to rent said residence from the owner as Short-Term Rental.

B. *Presentation of documents or affidavits.* Any resident owner or nonresident owner claiming that the owner is not required to obtain a short-term rental license pursuant to this article shall, not later than five business days following receipt of a written request of the administrator of this Ordinance or their designee or, in the case of an appeal filed pursuant to Section 9-29-10 of this article deliver to the community development department a true and correct copy of any agreements, documents of title, letters of administration, letters testamentary, executory contracts for conveyance (also known as "contracts for deed"), affidavits, or other documents that establish to the satisfaction of the community development department that a landlord/tenant relationship does not exist between the owner and the occupant(s) of the single-family residence. Unless an extension of the time for delivery of such documents or affidavits is granted by the building official or their designee or city manager, as the case may be, the failure of the owner to present the requested documents within the time provided by this subsection (b) shall result in the presumption described in subsection (a) above, becoming irrefutable.

Sec. 12C-63 Violations and Penalties

Violation of this ordinance upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Reserve 12C-64 – 12C-99"

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

SECTION 3. If any article, paragraph or subdivision, clause or provision of this shall be judged invalid or held unconstitutional, 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 valid or unconstitutional.

SECTION 4. Any person, firm, corporation or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Duncanville, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2000.00) for each offense. Every day that a violation occurs shall constitute a separate offence.

SECTION 5. This ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of December 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE TEXAS

Outlook

Specific Use Permit 209 N Royal Oak Dr

From Viki Chancellor <vvchm@flash.net>
Date Mon 6/2/2025 4:02 PM
To PlanningandZoning <planningandzoning@duncanvilletx.gov>

Dear Dr Jones,

I am not in favor of granting the Specific Use Permit allowing Short-Term Rental for the above property.
My reasons are:
1. Potential increase in noise. Many short-term rentals are used for parties. In my opinion, my neighborhood already has an issue with noise policy violations and this might further burden our Code Compliance Officer(s).
2. Potential increase in short-term traffic and parking. This is a residential neighborhood with small children.
3. Concern over enforcement of maximum inhabitant violations.
4. Potential increase in litter.
I feel Winona Gardens already has issues that are not being adequately addressed by our Code Compliance officer(s) and another short-term rental would increase those problems.
I continue to live here, as I have for the past 40 years. I desire a single-family home neighborhood with a preponderance of owner residents.

Sincerely,

Vella V Chancellor, MD
119 N Royal Oak Dr
Duncanville, TX 75116

Outlook

Case Number ZON2025-00007 209 N. Royal Oak Dr

From Jonathan Stevens <cmdrca@yahoo.com>
Date Mon 6/2/2025 1:01 PM
To PlanningandZoning <planningandzoning@duncanvilletx.gov>

Hello,
I am a neighbor writing to express my opposition to granting 209 N. Royal Oak Drive being permitted a specific use permit for short term rental.
My reasons are the following:
1. This property uses a residential septic system which is not designed for high use. There is no way to guarantee the number of people using the showers/restroom is within the septic system's design. The neighbors' properties would absorb the increased sewage without any recourse or oversight, resulting in unsanitary conditions for neighboring children and pets playing outside.
2. Short-term rentals rentals are guaranteed to increase parking issues and draw noise violations, which will require official responses from police, etc. This will cost taxpayers more money without any benefit given to our neighborhood in return.
3. Short-term rentals are shown to drive down surrounding property values. It is in our neighborhood's best interest to prevent short-term renters from increasing, while making room for long-term owners and renters who contribute to our neighborhood's flourishing.
Sincerely,
J. Stevens
1406 Sierra Blanca
June 2, 2025

PLANNING AND ZONING COMMISSION
REGULAR MEETING
DUNCANVILLE COUNCIL CHAMBERS
203 EAST WHEATLAND ROAD
MONDAY, JUNE 9, 2025, 6:30 P.M. (BRIEFING)
MONDAY, MAY 12, 2025, 7:00 P.M.

A work session was held for the Planning and Zoning Commission on Monday, June 9, 2025, at 6:30 p.m. to provide training to the Planning and Zoning Commissioners. The regular meeting for the Planning and Zoning Commission was held on Monday, June 9, 2025, at 7:00 p.m. with the following members of the Planning and Zoning Commission present:

Yolanda Columbus	Chair	
Erika Browning	Vice Chair	
Elias Rodriguez		
D. Bailey Wynne		Not Present
Brenda O'Brien		
Stephanie Champagne		
Jarred Davis		

Staff:
Mark Rauscher, Assistant City Manager
LaSheyla Jones, Assistant Director of Planning
Victor Barrero, Economic Development Director
Brennan Kane, Olsson, Lead Planning Consultant
Michelle Queen, Olsson, Planning Consultant
Catessa Malone, City Attorney

Item No. 1
Call to Order.
Chair Columbus called the meeting to order at 7:01 p.m.

Item No. 2
Consent Agenda.
All items under consent agenda are considered to be routine by the planning and zoning commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. Discuss, Consider, and Take Any Necessary Action Regarding Approval of Minutes of the Planning and Zoning Commission Meeting held May 12, 2025.

B. Discuss, Consider, and Take Any Necessary Action Regarding the Letter of Support for the City of Duncanville's 2025 TxDOT Transportation Alternatives Program Applications – Daniel Elementary Safe Routes to School Project & Duncanville Downtown Connector TA Project

C. Discuss, Consider, and Take Any Necessary Action Regarding the Letter of Support for the City of Duncanville 2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant Application

Commissioner Brown – Made a motion to accept all consent agenda items, 2nd by Commissioner Rodriguez. The vote was 6 in favor, 0 Against. The motion passed.

Item No. 3

Public Comments.

There were no public comments received on items not listed on the agenda.

Item No. 4

Planning and Zoning Commission Action Items/Public Hearings

A. **Case #2025-00003**: Request of Oliverio Aguilar, Applicant for a Specific Use Permit to allow for the use "Short Term Rental" on real property located at 710 Valley Hill Road, City of Duncanville, Dallas County, Texas, Town and Country Estates Rep, Blk C, LT 7, more commonly known as Town and Country Estates.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

7:05 p.m. – Brennan Kane presentation
7:08 p.m. – Commissioner Davis – Question past practice STR cases. Want to know if the neighbors have a method to make any concerns if someone is not acting in a way that is hopeful or intended.
7:10 p.m. – Applicant, Oliverio Aguilar – explain why he desires to use his home as a short term rental. Would like something smaller, wife passed, has taken security precaution.
7:12 p.m. – Commissioner Roriguez – questions if there will be additional applications that he will engage a STR contract to filter through the people that he will be engage.

7:14 p.m. – Open Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 Against.

7:15 – Larry Barret – Resident object due to neighborhood have hectic parking.
7:16 - Robin Thomas - Resident object because of parking with kids. They are getting renters out the neighborhood, and do not want renters.

7:18 p.m. – Close Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Browning. The motion passed: 6 in Favor, 0 against.

Commissioner Browning – How many parking spaces are allowed. Brennan replied 3 on site and individuals are allowed to park on public streets.
Commissioner Rodriquez – Is there any code complaints, Brennan replied no.

7:20 p.m. – Commissioner O'brien made a motion to approve, 2nd by Commission Davis. The Motion Passed: 5 in Favor, 1 Against.

B. **Case #2025-00004**: Request of Keaton Mal, Applicant, for a Specific Use Permit to allow for the use of "Fuel Pumps", on Amalgamated Properties, Blk 1, Lt 1, ACS 1.7604, more commonly known as 615 South Cockrell Hill Road, City of Duncanville, Dallas County, Texas.

    1. Staff Summary
    2. Applicant Presentation
    3. Public Hearing
    4. Discuss, Consider, and Take Any Necessary Action

7:21p.m. – Brennan Kane Presentation
7:24 p.m. – Commissioner Davis questions if there was anything different from the last SUP for this item outside of the revised elevation that was presented in April 2024.
7:27 p.m. – Commissioner Rodriguez should they be looking at the number of fuel pumps for that site.
7:29 p.m. – Applicant Steven Oliver, explain the project of Murphy USA. Keaton My (Engineer), addressed the technical issues.

7:35 p.m. – Open Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 against.

7:36 p.m. – Commissioner Davis motion to approve for a 10 year period, so it may come back and be revisited if necessary. Commissioner Rodriguez 2nd the motion. The motion failed: 2 in Favor, 4 Against.

C. **Case #2025-00005**: Request of Noemia Lara, Applicant and Owner for a Specific Use Permit to allow for the use of "Auto Repair and Services Major", on Woodhaven Replat, Blk 2, Lot 8B, ACS 0.704, more commonly known as 508 East Red Bird Lane, City of Duncanville, Dallas County, Texas.

    1. Staff Summary

2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

7:41 p.m. – Brennan Kane Presentation
7:45 p.m. – Commissioner Davis – concerned about use, onsite storage, applicant want to make improve to site as it backs up to the residential. Applicant wants to be good neighbors. Staff encouraging them to commit to being a good neighbor. How Many are auto repair. Brennan states there are several but do not have exact number.
7:53 p.m. Commissioner O'Brien – states list of complaints, is there a need for another repair shop? Is this a service to the community that will be viable in the long run. Brennan said the use is in alignment with the current Comprehensive plan. Erika Brown states that all shops is under SUP and if this is an area that we are trying to enhance why would we continue to improve these types of SUPs when we could pursue businesses that are more desired.
Applicant is not present.

7:58 p.m. – Open Public Hearing – Commissioner Davis motion, 2nd by Commissioner O'Brien. The motion passed: 6 in Favor, 0 Against

No comments

7:58 p.m. – Close Public Hearing – Commissioner Rodriguez motion, 2nd by Commissioner Browning. The motion passed 6 in Favor, 0 against.

7:59 p.m. – Commissioner Davis motion to approve, 2nd by Commissioner Rodriguez with conditions that it must be stored with the parameters and that any vehicles that are inoperable or in storage beyond 60 days must be removed. The SUP will be in place for a 5 year period and would include a property improvement plan. The motion passed: 5 in Favor, 1 Against

D. **Case #2025-00007**: Request of Mario Riojas, Applicant, for a Specific Use Permit to allow for the use of "Short Term Rental" on real property located at 209 N. Royal Oak Drive, City of Duncanville, Dallas County, Texas, being part of Lot 2, Block 2 of Winona Gardens Addition No. 2, an addition to the City of Duncanville, Dallas County, Texas, according to the plat recorded in Volume 19, Page 275, Map Records, of Dallas County, Texas.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

8:04 p.m. Brennan Kane Presentation, Staff Recommends approval of application
8:06 p.m. Applicant, Mario Riojas, explaining why he is choosing to turn his home into a short term rental that he also resides in.

8:07 p.m. – Open Public Hearing – Commissioner Browning motion, 2nd by Commissioner Rodriguez.

8:08 p.m. – Public comment – Mrs. Douglas Adams – Complaint against short term rental due to the

possibility of increased traffic, parking issues, safety issues or transient guest.
8:10 p.m. - Author Jackson – Oppose because cannot identify who live in the neighborhood and additional traffic.

8:10 p.m. – Close Public Hearing – Commissioner Browning motion, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

8:11 p.m. – Commissioners ask questions about how safety would be managed. Joshua McConnal (Bldg Official) – manager of the STR projects stated, there are four that have been recorded and about 40 advertised. They are only able to regulate the ones that have been permitted through the city. There are little complaints out of them and there are mechanisms to revoke the license. It is better to have them registered to have the authority to regulate the STR.

8:17 p.m. Commissioner Browning motion to approve the SUP as submitted, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

E. **Case #2024-00013**: Request of Brian Nelson, Applicant, representing Life School Dallas, Owner for a zoning change from SF-13 to a PD Planned Development (Educational Facility) on Keystone Place, Block 1, Lots 1, ACS 6.005, more commonly known as 1600 South Cockrell Hill Road and Nel A Ayers, Abstract 11, Tract 9, ACS 99.265, more commonly known as 1000 East Danieldale Road, in the City of Duncanville, Dallas County, Texas.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

8:18 p.m. Commissioners take a recess.
8:29 p.m. Commissioners Return from a recess.

8:30 p.m. – Brennan Kane giving a brief presentation of Life School. This is a continuation of the previous hearing held with Life School. Additional information was included in the packet.
8:43 p.m. – Commissioner Davis – of 283 how many was in favor, how many were in opposition, 1/3rd not in support, 2/3rd is in support. Commissioner O'Brien ask how to interpret the new conditions provided for traffic conditions in the report.

Commissioners have no questions for the applicant. The hearing was opened for this item on May 12, 2025, this will be continuing that hearing.

8:50 p.m. Commissioner Browning motion to reopen the hearing, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 Against.

Public Comments:

Nesser Sasser (Oppose), Shirley Lacey (Oppose), Jason Barton (Oppose), William May (Oppose), Robin Thomas (Oppose), Stephanie Smith (Oppose), Lawrence Smith (Oppose), Artis Nor (Oppose), Mark Cooks (Oppose), Corey Johnson (Oppose), Cam Reepy (For), Lisha Brown Young (Oppose), Jerry Mustard (For), Joe Heifer – Legal Council for Life School (For), Edward Minyos (For), Jerrod Gills – Yolanda Gills Mother (Oppose), Hugh Belton (Oppose), Sharon Gray (For), Dr. Simmons (Oppose)

9:24 p.m. Close Public Hearing – Commissioner Davis motion, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

No Discussion from Commissioners

9:34 p.m. – Commissioner Davis motion to deny, 2nd by Commissioner O'Brien. The motion to Deny Passed: 5 in Favor, 1 Against.

Item No. 5

Action Item: Planning and Zoning Commission Meeting Frequency

9:37 p.m. – Brennan Kane – Discussing the findings of surrounding cities for the frequency of meeting being held for their Planning and Zoning Meetings. Staff is still discussing the frequency. We need to know what days work best for the Calendar. Seeking guidance for the days of the week that would work best. Commissioner Rodriguez spoke to the past reasons of why the meetings were scheduled as now. Mark explaining the conflicts with Time. In the past 3 months 2 special meetings were requested, but unsuccessful. Commissioner Davis states he does not feel like it will solve the backlog or agenda issues. Mark explains the benefit of having additional training opportunities and predictability in schedule. Will maintain one meeting a month for now.

Item No. 6

Discussion: Update to City of Duncanville Comprehensive Plan

9:49 p.m. – LaSheyla Jones – Working with MRB on the Comp Plan. There will be a steering meeting for Comp Plan on July 8th and the Comp Plan Block Party will be on July 22, 2025. Will provide any additional changes or information as we receive it.

Adjournment

Chair Columbus entertains a motion to adjourn. Commissioner Davis made a motion to adjourn. The motion was seconded by Commissioner Rodriguez. The vote was 6 in Favor, 0 Against, with Commissioner Wynne absent. The Planning and Zoning Commission meeting adjourned at 9:51 p.m.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Conduct a Public Hearing for consideration and action regarding the request of Oliverio Aguilar, Applicant, for a Specific Use Permit to allow for the use "Short-Term Rental" on real property located at 710 Valley Hill Road, City of Duncanville, Dallas County, Texas, Town and Country Estates Rep, Blk C, LT 7, more commonly known as Town and Country Estates.

Vision Statement:

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

STAFF RESPONSIBLE:
Brennan Kane, Lead Planner - Olsson

BACKGROUND/HISTORY:
The applicant is requesting a Specific Use Permit (SUP) for a Short-Term Rental in a Single-Family Residential (SF-7). According to section 3.03 of the City of Duncanville Zoning Ordinance, Short-Term Rentals are considered accessory and incidental uses and are permitted in SF-7 zoning with review and approval of an SUP.

The applicant and owner of the 3-bedroom, 2-bath house will not be living on the property and will be renting out the entirety of the house as needed.

The Plan Commission at their June 09, 2025 meeting did hold a Public Hearing and there were to members of the community that voice their concerns for the proposed Short Term Rental. In addition, staff did receive 3 letters of opposition for the proposed SUP.

The Plan Commission made a motion to recommend approval of the SUP request. The motion passed 5-1 in favor.

POLICY EXPLANATION:
The City of Duncanville Passed Ordinance No. 2419 on December 21, 2021 regulating Short Term Rentals within City Limits. The applicant is aware of the required permitting and program regulations required of the approved ordinance.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Approve the Specific Use Permit as presented and direct Staff and the City Attorney to draft an Ordinance for City Council Consideration.
2. Approve the Specific Use Permit with conditions and direct Staff and the City Attorney to draft an Ordinance for City Council Consideration.
3. Table the Specific Use Permit and request additional information from the applicant to be presented at a future City Council meeting. If choosing this option, the City Council should keep the Public Hearing open to a future City Council meeting.
4. Deny the Specific Use Permit, but should cite specific findings of facts for denial of the application.

ATTACHMENTS:

Attachment A - 06.09.2025 Staff Report and Planning & Zoning Commission Packet
Attachment B - 06.09.2025 Planning and Zoning Minutes_DRAFT

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City of Champions

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

STAFF REPORT

To:	Planning & Zoning Commission
From:	Michelle Queen, AICP, Planning Consultant (Olsson)
Date:	May 30, 2025
RE:	Short-Term Rental | 710 Valley Hill Road
	SPECIFIC USE PERMIT (SUP) | #2025-00003
REQUEST:	The applicant is requesting an SUP (Specific Use Permit) for "Short-Term Rental" in a SF-7 (Single-Family Residential)
LOCATION:	710 Valley Hill Road, Duncanville, TX 75137 *legally described as Lot 7, Block C, of the Town and Country Estates Replat, an addition to the City of Duncanville, Dallas County, Texas.*
EXISTING ZONING:	SF-7 (Single-Family Residential)
PROPOSED ZONING:	SF-7 (Single-Family Residential) with an SUP
FUTURE LAND USE DESIGNATION:	Low Density Residential

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(972) 780-5000

PROJECT SUMMARY:

The applicant is requesting a Specific Use Permit (SUP) for a Short-Term Rental in a Single-Family Residential (SF-7). According to section 3.03 of the City of Duncanville Zoning Ordinance, Short-Term Rentals are considered accessory and incidental uses and are permitted in SF-7 zoning with review and approval of an SUP.

The applicant and owner of the 3-bedroom, 2-bath house will not be living on the property and will be renting out the entirety of the house as needed.

USE DEFINITIONS:

Section 7.02.B Accessory and Incidental Uses

Short-Term Rental: A residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business.

KEY FEATURES OF AN SUP:

a. The proposed use is consistent and compatible with the adjacent land use and zoning.

The proposed use is consistent and compatible with the surrounding residential land uses and zoning designations. All adjacent properties are located within the same zoning district as the subject property (SF-7), ensuring uniformity in land use regulation and development standards. The operation of a short-term rental at this location is not anticipated to generate adverse impacts on neighboring properties or the broader community. Based on this analysis, staff finds that the proposed short-term rental use does not conflict with existing surrounding uses.

b. The proposed use is consistent with the architecture and characteristics of the adjacent properties.

The existing single-family residential home was constructed in alignment with the characteristics of the neighborhood at the time of construction. The home remains consistent with the architecture and character of adjacent properties and no changes are proposed for the purpose of this SUP.

c. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.

The proposed use follows the development standards set forth in the City of Duncanville Zoning Ordinance and staff does not foresee an adverse impact on adjacent properties.

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Duncanville, TX 75116
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d. The proposed use is consistent with the goals and objectives of the City.

The City of Duncanville's Comprehensive Plan describes a vision for this area as Low Density Residential for the purpose of single-family homes. The proposed use continues the existing low density residential nature of the property which is consistent with the long-term goals and objectives of the City.

e. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.

Staff finds that the proposed use represents a continuation of the property's established residential character. The allowance of a short-term rental will facilitate more consistent occupancy, which in turn is expected to promote regular upkeep and ongoing maintenance of the premises. This use aligns with the intent of the residential zoning district.

f. The proposed use will not be detrimental to the general health, safety, and welfare of the community.

The proposed use is not anticipated to be detrimental to the general health, safety, or welfare of the community.

g. The proposed use would stabilize and improve property values within the City.

Staff is unable to determine whether the proposed use would have a measurable impact on the stabilization or improvement of property values within the City.

h. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

Staff is unable to determine how the proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

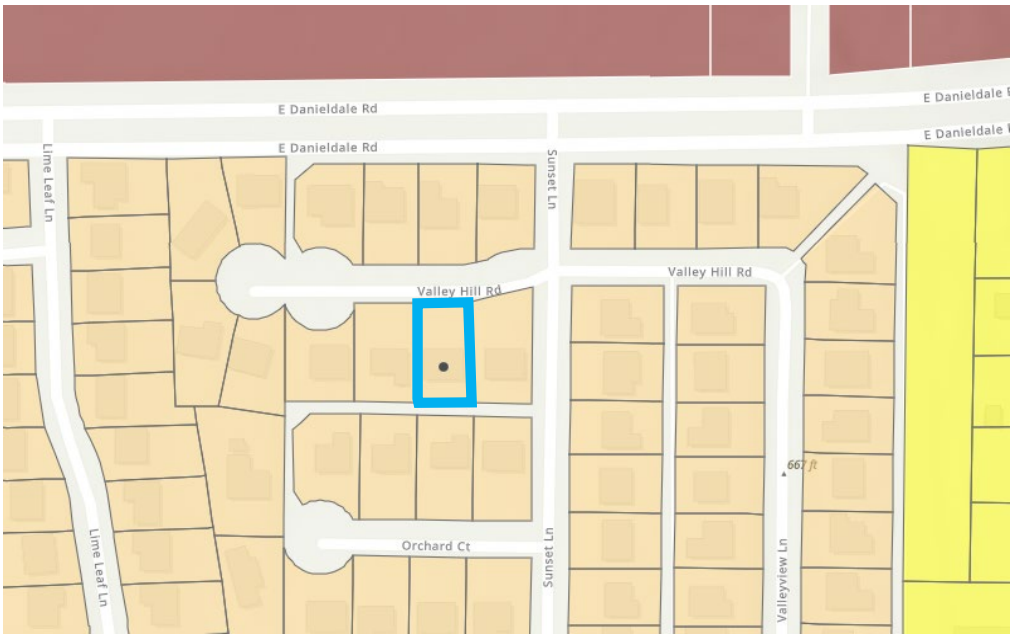
i. The proposed use would strengthen and help diversify the economy of the City.

Staff is unable to definitively determine the extent to which the proposed use would strengthen or diversify the City's economy. However, it is noted that short-term rental operations are subject to local hotel occupancy taxes, which contribute to municipal revenues and may provide ancillary economic benefits.

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Figure 1. Current Zoning Map



Subject Property

ZONING DISTRICT DESCRIPTION:

The **SF-7 Single-Family Residential District** is intended primarily for urban style single-family dwellings and related recreational and educational facilities normally required to provide an orderly and attractive residential area. Civic institutions may be appropriate if compatible in size and operation with the surrounding residential area. This district is intended to be defined and protected from the encroachment of uses that are not appropriate to a residential environment. Internal stability, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities and through consideration of the proper functional relationship of the different uses.

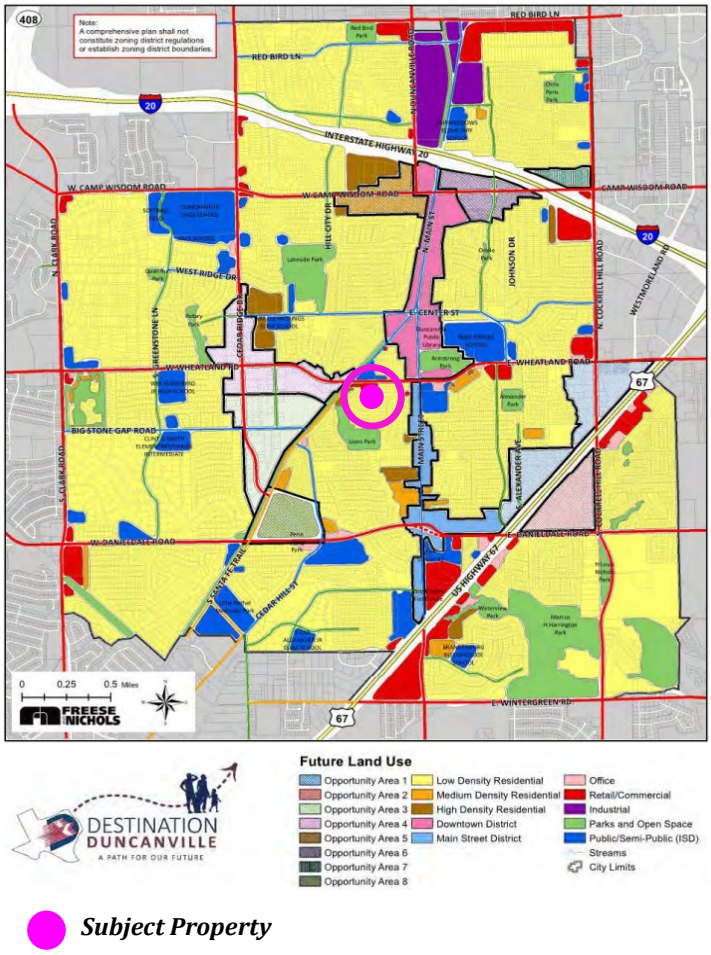
SURROUNDING ZONING AND DEVELOPMENT:

NORTH:	Single-Family Residential (SF-7)	Single-Family Home
EAST:	Single-Family Residential (SF-7)	Single-Family Home
SOUTH:	Single-Family Residential (SF-7)	Single-Family Home
WEST:	Single-Family Residential (SF-7)	Single-Family Home

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Figure 2: Future Land Use Map



Subject Property

FUTURE LAND USE DESCRIPTION:

Low Density Residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre. The following are policies to guide low density areas:

- They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.

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City of Champions

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- Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the City.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

PUBLIC INPUT:

At the time of review, staff has received three letters in opposition of the proposed SUP.

PLAN COMMISSION OPTIONS FOR CONSIDERATION:

Option 1: Recommend Approval as Presented
The Plan Commission may recommend approval of the Specific Use Permit (SUP) application as submitted if it finds that the proposed use meets all applicable zoning requirements, is consistent with the goals and policies of the Comprehensive Plan and is compatible with the surrounding context. This option is appropriate when no additional conditions or modifications are necessary to ensure the proposed use is appropriate for the site.

Option 2: Recommend Approval with Conditions
The Plan Commission may recommend approval of the SUP application with specific conditions if it determines that the use is generally appropriate but requires additional safeguards or modifications to address potential impacts, ensure compatibility with adjacent uses, or comply with applicable standards. Conditions should be clearly stated and enforceable, and may relate to site design, operations, buffering, or other relevant factors.

Option 3: Recommend Denial of the Application
The Plan Commission may recommend denial of the SUP application if it finds that the proposed use does not meet the intent of the zoning ordinance, is inconsistent with the Comprehensive Plan, or may negatively affect the public health, safety, or welfare. Any recommendation of denial must be supported by clearly stated findings of fact that outline the specific reasons for the recommendation, based on the information presented in the application, staff analysis, and public testimony.

Option 4: Table the Application and Request Additional Information
The Plan Commission may table the application to a future meeting if it determines that additional information, clarification, or revisions are needed before making a recommendation. This option allows the applicant time to address specific concerns raised by staff, the Commission, or the public, and ensures that the Commission has sufficient information to make an informed recommendation.

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STAFF RECOMMENDATION:

Staff recommends **approval** of the Specific Use Permit #2025-00003 subject to following conditions:

1. The applicant shall confirm to all registration, inspection, and reporting requirements at outlined and adopted in Ordinance 2419.

2. The applicant shall meet all International Building Code (IBC) and International Fire Code (IFC) requirements as regulated by the City of Duncanville codes and ordinances.

FIGURES:

- Figure 1: Current Zoning Map
- Figure 2: Future Land Use Map

ATTACHMENTS:

- Attachment 1: Applicant Letter
- Attachment 2: Floor Plan
- Attachment 3: Ordinance No. 2419
- Attachment 4: Public Input Letters

My name is Oliverio Aguilar II. I own my home at 710 Valley Hill Rd Duncanville, TX 75137. Im an empty nester and would like to move into a high rise in the city. I do not want to sell my home in Duncanville as it has so many memories of my 30 years raising my kids and living in Duncanville. I would like to Air B& B my home. Thank you for the consideration.



710 Valley Hill Rd. Duncanville, TX 75137

1600 Sq feet house 3 bedrooms 2 bath

ORDINANCE NO. 2419

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE, BY AMENDING CHAPTER 12C 'BOARDING AND GROUP HOMES' BY ADDING NEW ARTICLE II "SHORT-TERM RENTAL REGISTRATION REGULATIONS", SECTIONS 12C-50 THROUGH 12C-64; PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE CITY PLANNER AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR THE ESTABLISHMENT OF A SHORT-TERM RENTAL REGISTRATION PROGRAM FEE; PROVIDING FOR RESERVE SECTIONS 12C-65 – 12C-99; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, deems it necessary for the purpose of promoting the health, safety and general welfare of the City and its residents, to adopt and enforce regulations regarding short-term rental properties which are offered for lease, barter or rent in the City,

WHEREAS, the City Council has determined that regulations are needed to be updated to address regulations for Short-Term Rentals, and

WHEREAS, permanent residents desire the option to occasionally utilize their properties for home share rentals, and

WHEREAS, the operation of Short-Term Rentals should not negatively affect property values, and

WHEREAS, the short-term rental registration program shall be implemented Citywide and shall apply to each single-family, two-family (duplex), multi-family, and townhouse, as defined, short-term rental units within the City.

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

SECTION 1. That Chapter 12C "Boarding and Group Homes" of the Duncanville Code of Ordinances is hereby amended by adding a new Article II, "Short-Term Rental Registration Program Regulations", which shall read as follows:

"CHAPTER 12C – BOARDING AND GROUP HOMES

ARTICLE I. IN GENERAL

. . . . . .

ARTICLE II. SHORT-TERM RENTAL REGISTRATION PROGRAM REGULATIONS

Sec. 12C-50 Purpose and Applicability

The purpose of this division is to establish regulations for the registration and use of Short-Term Rentals for single-family, two-family (duplex), and townhouse living units. The requirements of this division apply only to Short-Term Rentals, as defined herein, located in residential and certain non-residential zoning districts established under the City's Zoning Ordinance, Chapter 23 of Code of Ordinances. Nothing in this division, however, shall be construed to be a waiver of the requirement to assess and collect hotel occupancy taxes for any residential rental for less than 30 consecutive days, or any other applicable provision of the Duncanville Code of Ordinances.

Sec. 12C-51 Definitions

For the purpose of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Advertise means the written, audio, oral or other methods of drawing the public's attention whether by brochure, written literature or on-line posting to a Short-Term Rental in order to promote the availability of the Short-Term Rental.

City Manager means the person designated by the City Council and Home Rule Charter.

City Planner means the person designated by the City Manager as the City Planner or their designee.

Host means the person, firm, corporation, partnership or association, assigned the duty and responsibility by the owner to manage or rent residence for a Short-Term Rental.

Hotel Occupancy Tax means the hotel occupancy tax as defined in Chapter 18, Article II of the Duncanville Code of Ordinances and Chapter 3 of the Texas Tax Code, as may be amended.

Local Emergency Contact means an individual other than the applicant, who resides within 20 miles of the subject property, and who is designated by the owner/applicant to act as the owner's authorized agent if the owner has traveled outside of the immediate area or is otherwise unavailable. The local emergency contact should be reachable on a 24-hour basis, have access to the Short-Term Rental Property, and be authorized by the owner to

act in the owner's absence to address any complaints, disturbances, and emergencies.

Owner means the person who, in accordance with the most recently recorded deed, deed of trust, security instrument, trust instrument, affidavit of heirship, muniment of title or other similar document indicating title to real property recorded in the Official Public Records of Dallas County, Texas, is vested in, the ownership, dominion or title of real property, including, but not limited to:

1. the owner of a fee simple title;
2. the owner of a life estate or an estate for years;
3. the purchaser named in an executory contract for conveyance entered in compliance with title 2, chapter 5, subchapter D of the Texas Property Code, as amended, and recorded in the Official Public Records of Dallas County, Texas if required by V.T.C.A., Property Code § 5.076, as amended; or
4. a mortgagee, receiver, executor or trustee in control of real property.
5. a person with a long-term lease of thirty (30) days or greater.

Person means an individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or community entity.

Primary Residence means the usual dwelling place of the applicant's residential dwelling and is documented as such by at least two of the following: motor vehicle registration, driver's license, Texas State Identification card, voter registration, property tax documents, or utility bill. For purpose of this chapter, a person may have only one primary residence.

Short-Term Rental, as defined by the City's Zoning Ordinance, shall mean "a residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, other brokers or persons. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business." The term does not include;

1. a dwelling, or a part thereof, unit that is used for a nonresidential purpose, including an educational, health care, retail, restaurant, banquet or event space, or another similar use as determined by the City Planner;
2. a bed and breakfast; or
3. a hotel/residence hotel.

Group home or assisted living defined by the Comprehensive Zoning Ordinance.

Single-family residence means a single-family residence as referred to in this article which includes the following:

1. One-family dwelling (detached): A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract;

2. One-family dwelling (attached): A dwelling which is joined to another dwelling at one or more sides by a party wall or abutting separate wall and which is designed for occupancy by one family and is located on a platted separate lot, delineated by front, side and rear lot lines;

3. Two-family dwelling: A single structure designed and constructed with two dwelling units under a single roof for occupancy by two families, one in each unit; and

4. Condominium: The separate ownership of single dwelling units in a multiple unit structures with common elements and;

5. Multi-family dwelling or apartment: Any building or portion of a building, which is designed, built, rented, leased or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or place of residence by three or more families living in independent dwelling units.

Residential districts: Includes the following districts: SF-43 Estate Single-Family Residential District, SF-13 Single-Family Residential District, SF-10 Single-Family Residential District, SF-7 Single-Family Residential District, TF-7 Duplex Residential District, MF-21 Multi-Family Residential District, MF-14 Multi-Family Residential District as defined in Chapter 23 of the Code of Ordinances.

Short-term rental permit means the permit issued by the City Planner or their designee pursuant to this article.

Sec. 12C-52 City Manager / City Planner, Power and Duties.

The City Manager, City Planner or designee is hereby designated as the administrator of the provisions of this Article. In addition to the powers and duties otherwise prescribed for the city planner, as administrator of this Article, the city planner shall have the authority to:

1) Administer and enforce all provisions of this ordinance along with related standards for Short-Term Rentals contained in Chapter 23 (Zoning Ordinance) within the Duncanville's Code of Ordinances.

2) Keep records of all registrations issued in the program.

3) Adopt reasonable rules and regulations, not inconsistent with the provisions of

this Article, with respect to the form and content of application for registration, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this Article.

4) Conduct periodic inspections of residential rental properties throughout the City to ensure compliance with this Article and all other applicable City ordinances and State laws, and applicable adopted codes including but not limited to the adopted Building Codes in Chapter ___ of the Code of Ordinances as amended, 2015 related to the purpose and/or enforcement of this Article.

Sec. 12C-53 Short-Term Rental Registration Requirements

A. No person shall hereafter advertise, offer to rent or rent, lease, sublease, license or sublicense a residential property within the City as a Short-Term Rental for which a registration has not been properly made and filed with the development services department of the city. Registration shall be made upon forms furnished by the city for such purpose and shall specifically require the following minimum information:

1) Name, address, phone number and e-mail address of the property owner(s) of the Short-Term Rental property.

2) Verification of ownership and authorization by the owner's Residence regarding primary residence.

3) Name, address, phone number and e-mail address of the designated Local Emergency Contact.

4) The maximum number of occupants permitted for the dwelling unit or sleeping room in accordance with the Code of Ordinances.

5) A submission of a detailed floor plan of the dwelling with dimensioned room layout.

6) Site Plan/Survey of the property indicating maximum number of vehicles that can be legally parked on the property, without encroaching onto street, sidewalks or alleys; other public rights-of-way or public property.

7) Property owner must submit complete list of all rentals whether or not located withing the City advertised on all hosting sites.

8) Name, address, e-mail address, and telephone number of the resident owner, nonresident owner, property manager, resident manager, local emergency contact, and mortgagee, if there is a mortgage against property.

9) Trade name of resident owner or nonresident owner.

10) Names and addresses of all registered agents should the parties named in this subsection be corporations.

11) Zoning classification(s).

12) Acknowledgement of receipt of a copy of this article and agreement to comply with all provisions of this article as a condition to receiving and maintaining a short-term rental license.

Sec. 12C-54 Inspection Required

A. Upon registration and renewal, and prior to the first rental occupant of a Short-Term rental property, after such registration and renewal, the owner is required to schedule an Inspection of the residential structure with the City development services department to determine compliance with the minimum property standards contained in the Code of Ordinances in this Article and other applicable codes.

1) If only a portion of the premises is offered for rent, then that portion plus shared amenities and points of access shall be inspected.

2) If, upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable City codes and ordinances, the City shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected prior to its rental or occupancy.

Sec. 12C-55 Restrictions on Short-Term Rentals

A. *External Signage.* There shall be no external on-site or off-site advertising signs or displays indicating the property is a Short Term Rental).

B. *Limit on occupants allowed.* No more than two adult guests per bedroom, plus no more than two additional adults shall be allowed when renting a property as a home share rental, except that:

1) There shall be a maximum occupancy of ten (10) persons, including adult and children.

2) Bedrooms under 120 square feet shall be limited to only adult one occupant.

C. *Limits on number of vehicles.* There shall be a maximum of one motor vehicle per bedroom, or maximum number of motor vehicle that can be accommodated within the garage and driveway, without extending over the public rights of way (alleys and sidewalks) whichever is less.

D. *Advertisement and contracts.* Any advertisement of the property as a short-term rental and all rental contracts must contain language that specifies the allowed maximum number of occupants and maximum number of vehicles.

E. *Other Restrictions.* It is unlawful:

1) To operate or allow to be operated a Short-Term Rental without first registering the property in which the rental is to occur with the City in accordance with this article;

2) To advertise or offer a Short-Term Rental without first registering the property in which the rental is to occur with the City in accordance with this article; documented advertisement of the subject property as a Short-Term Rental, online or offline, shall be considered prima face evidence of a violation of this ordinance;

3) To operate a Short-Term Rental that does not comply with all applicable city and state laws and codes;

4) To operate a Short-Term Rental without paying the required hotel occupancy taxes;

5) To offer or allow the use of a Short-Term Rental for the sole or primary purpose of having an establishment that allows for an environment that produces unwanted public nuisances such as noise.;

6) To fail to include a written prohibition against the use of a Short-Term Rental for having a party in every advertisement, listing, or other publication offering the premises for rent.

7) Permit the use of the Short-Term Rental for the purpose of housing sex offenders; operating a structured sober, recovery or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business.

Sec. 12C-56 Brochure and Safety Features

A. *Informational brochure.* Each registrant operating a Short-Term Rental shall provide to guests a brochure and file the same with the City that includes:

1) The registrant's twenty-four (24) hour contact information;

2) The host's twenty-four (24) hour contact information if the property owner is not within the city limits when guests are renting the premises;

3) Pertinent neighborhood information including, but not limited to, parking restrictions, restrictions on noise and amplified sound, and trash collection schedules;

4) Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates.

B. *Safety features.* Each Short-Term Rental registrant shall provide in the premises working smoke detectors in accordance with adopted codes and at least one working carbon monoxide detector and alarm, and one working fire extinguisher for each sleeping unit and kitchen. The premises shall otherwise comply with applicable standards and regulations contained in the City's Code of Ordinances, and as amended.

Sec. 12C-57 Notification of Approval of Short-Term Rental

Within ten (10) days of the approval of a Short-Term Rental registration or renewal, a notice will be sent to all property owners within two-hundred feet (200 ft.) of the property, which shall include the 24-hour complaint line..

Sec. 12C-58 Registration Term, Fees, and Renewal

A. All registrations approved under this Chapter shall be valid for a period of one year from the date of its issuance.

1) The fees for registration of a Short-Term Rentals shall be as established by resolution of the City Council and may include the following:

   a. The initial registration fee,

   b. a late fee of twice the established the fee, and

   c. senior exemption or other exemption.

B. Upon receipt of an application for renewal of the registration, the City Planner or their designee may deny the renewal if there is reasonable cause to believe that:

1) The registrant has violated any ordinance of the city, or any state, or federal law on the premises or has permitted such a violation on the premises by any

other person; or

2) There are grounds for suspension, revocation, or other registration sanction as provided in this article.

Sec. 12C-59 Inspections; Re-inspections; Suspension and Revocation of License

A. *Inspections; access.* The resident owner, nonresident owner, resident manager and property manager, as a condition to the issuance of a short-term rental license required by this article, shall consent and agree to permit and allow the city's building official or their designee to make the following inspections of the short-term rental when and as needed to ensure compliance with this article.

1) Right and access to inspect all portions of the premises and structures located on the premises that are not dwelling units, including, but not limited to, all storage areas, detached garages, and swimming pools, upon reasonable advance notice being given to the resident owner, nonresident owner, property manager or resident manager;

2) Right and access to inspect all unoccupied dwelling units upon giving reasonable notice to resident owner, nonresident owner, resident manager or property manager;

3) Right and access to inspect all occupied dwelling units when, upon receipt of reliable information, the building official or their designee has reason to believe that violations of the ordinances of the city or state law exist that involve serious threats to life, safety, health and property; and

4) Before the short-term rental license and any renewal of the short-term rental license is approved, and before the rental of any single-family residence as a short-term rental under this article, the resident owner, nonresident owner, resident manager or property manager shall request an inspection and make the single-family residence available for inspection by the building official or their designee. The building official or their designee and the resident owner, nonresident owner, resident manager and property manager shall agree on a reasonable date and time for the requested inspection.

B. *Admission to premises.* The City Planner or their designee may enforce the provisions of this article upon presentation of proper identification to the occupant in charge of the short-term rental and may enter, with the occupant's permission, any short-term rental between the hours of 8:00 a.m. and 6:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life, or severe property damage, the building official or their designee may enter the short-term rental referenced in subsection (a) of this section

at any time and upon presentation of identification and the occupant's permission shall not apply. Whenever the building official is denied admission to inspect any short-term rental under this provision, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection.

C. *Reinspection.* If any of the inspections authorized by this article require a second reinspection due to noted violations, then a reinspection fee of $50.00 shall be paid prior to the second reinspection.

D. *Suspension or revocation of license.* Failure of an owner to comply with the provisions of this article after receipt of written notice of the violation from the building official or their designee setting out the violations and the time allowed to rectify the violations, the short-term rental license authorized by this article issued to the owner may be suspended or revoked by the community development department.

E. *Reinstatement.* Any person requesting a reinstatement or reissuance of a short-term rental license that has been suspended or revoked shall be required to apply for and receive a new short-term rental license issued under this article as a condition precedent to the reissuance or reinstatement of the certificate of occupancy.

Sec. 12C-60 Revocation/Appeal

A. Permit maybe denied and/or revoked by the City Manager or designee upon a finding by the noncompliance with any provisions of this article or violations of the Zoning Ordinance, or other applicable city codes.

B. A permit holder may be subject to revocation of their permit if there are four or more violations within a twelve-month period of this article or other safety, health and welfare ordinances of the City.

C. The Neighborhood Services Department shall issue a notice of violation of any provision of this article or violations as provided herein. Such notice shall include the date, time and synopsis of the facts surrounding such violation.

D. An applicant or permit holder who wishes to appeal the denial or revocation of a permit under this article, shall file an appeal with the Board of Adjustment for reinstatement of a denied or revoked permit.

E. The Board of Adjustment shall conduct an evidentiary hearing, take testimony and receive any documented evidence to determine whether the decision of City Manager or designee should be upheld or overturned.

F. At the hearing, the Board of Adjustment shall receive a testimony and evidence to contest the decision to deny or revoke a permit.

G. The Board of Adjustment upon completion of a hearing, shall upon a majority vote of four-fifths of the Board may overturn the decision of the City Manager or designee.

H. After a permit under this article has been revoked an owner may not reapply until after six (6) months of any revocation or appeal from a final decision of the Board of Adjustment or court of competent jurisdiction.

I. All decision of the Board of Adjustment under this article shall be deemed final.

Sec. 12C-61 Fees

All fees for registration, inspection or renewal, including any late fees or exemptions, as provided in this article, shall be as established by resolution of the City Council.

Sec. 12C-62 Presumption; Presentation of Documents or Affidavit

A. Presumption. Its hall be a rebuttable presumption that a single-family residence that is occupied by one or more person(s) who are not the owner is being occupied pursuant to an agreement between the owner and the occupant(s) of the single-family residence wherein the occupant(s) have agreed to rent said residence from the owner as Short-Term Rental.

B. *Presentation of documents or affidavits.* Any resident owner or nonresident owner claiming that the owner is not required to obtain a short-term rental license pursuant to this article shall, not later than five business days following receipt of a written request of the administrator of this Ordinance or their designee or, in the case of an appeal filed pursuant to Section 9-29-10 of this article deliver to the community development department a true and correct copy of any agreements, documents of title, letters of administration, letters testamentary, executory contracts for conveyance (also known as "contracts for deed"), affidavits, or other documents that establish to the satisfaction of the community development department that a landlord/tenant relationship does not exist between the owner and the occupant(s) of the single-family residence. Unless an extension of the time for delivery of such documents or affidavits is granted by the building official or their designee or city manager, as the case may be, the failure of the owner to present the requested documents within the time provided by this subsection (b) shall result in the presumption described in subsection (a) above, becoming irrefutable.

Sec. 12C-63 Violations and Penalties

Violation of this ordinance upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Reserve 12C-64 – 12C-99"

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

SECTION 3. If any article, paragraph or subdivision, clause or provision of this shall be judged invalid or held unconstitutional, 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 valid or unconstitutional.

SECTION 4. Any person, firm, corporation or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Duncanville, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2000.00) for each offense. Every day that a violation occurs shall constitute a separate offence.

SECTION 5. This ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of December 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE TEXAS

Outlook

Zon2025-03

From Melissa Alonzo <melelimar@gmail.com>
Date Tue 6/3/2025 12:06 PM
To PlanningandZoning <planningandzoning@duncanvilletx.gov>

City of Duncanville - Planning and Zoning Department
203 E. Wheatland Road, Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(972) 780-5000 | planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

May 27, 2025

Case Number: **ZON2025-03 | 710 Valley Hill Road**

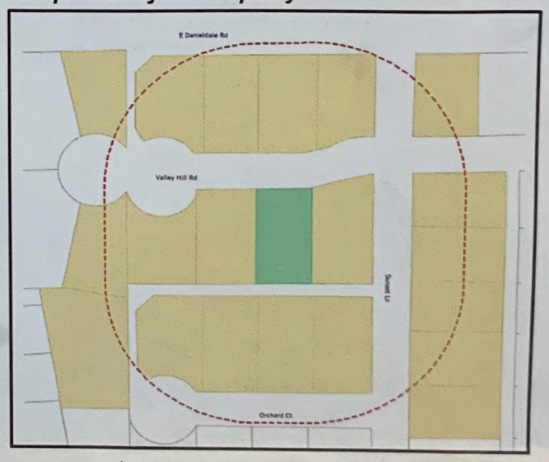
Dear Property Owner:

A **public hearing** will be held before the **Planning and Zoning Commission** on **Monday, June 9, 2025, at 7:00 p.m.** in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of Oliverio Aguilar II, the applicant. The property is located at **710 Valley Hill Road**, and is legally described as Lot 7, Block C, of the Town and Country Estates Replat, an addition to the City of Duncanville, Dallas County, Texas. The applicant is requesting approval of a **Specific Use Permit** to allow for the use of **Short-Term Rental**.

You are receiving this notice because your property is located within the required 200-foot notification area. As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or the Assistant Director of Planning and Zoning, Dr. LaSheyla Jones, at P.O. Box 380280, Duncanville, Texas 75138-0280, or via email to planningandzoning@duncanvilletx.gov, stating your position. You are encouraged to participate in the public hearing and offer comments.

Please contact me directly at (972) 780-5057 with any questions regarding this request.

Map of Subject Property



Sincerely,

LaSheyla Jones, PhD

LaSheyla Jones, Ph.D., MArch
Assistant Director of Planning and Zoning

Please check one:

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

____ **Not in favor** of granting the request.

My reasons are as follows:

1. Because I do not feel
2. safe when there are guest coming
3. in and out of my area

Name: RAMONA Trevino
Address: 606 valley Hill Rd 75137
Signature: Ramona Trevino
Date: 06/03/2025

City of Duncanville - Planning and Zoning Department
203 E. Wheatland Road, Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(972) 780-5000 | planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

May 27, 2025

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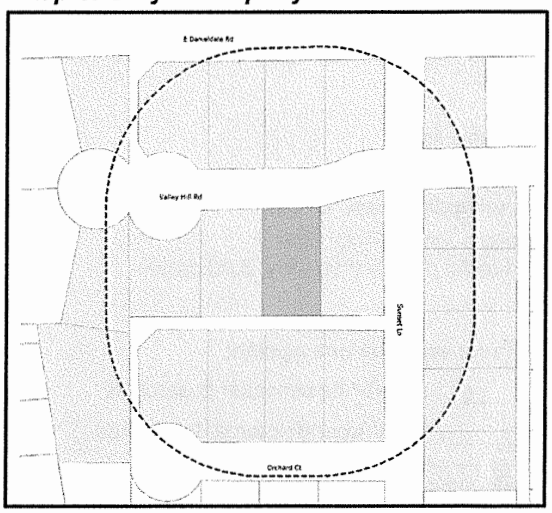
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Map of Subject Property



Sincerely,

LaSheyla Jones, PhD
LaSheyla Jones, Ph.D., MArch
Assistant Director of Planning and Zoning

Please check one:

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

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

My reasons are as follows:

1.

Dont know who will be renting.

2.

3.

Name: Kevin Summers	Address: 715 Orchard St
Signature:	Date: 6/3/25

City of Duncanville - Planning and Zoning Department
203 E. Wheatland Road, Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(972) 780-5000 | planningandzoning@duncanvilletx.gov

May 27, 2025

Case Number: **ZON2025-03 | 710 Valley Hill Road**

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Map of Subject Property



Sincerely,

LaSheyla Jones, PhD
LaSheyla Jones, Ph.D., MArch
Assistant Director of Planning and Zoning

Please check one:

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

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

My reasons are as follows:

1.

2. We are a retired couple and we would like this neighborhood to remain

3. 'residential only' for safety reasons.

Name: Mariano Garcia	*Address:* 607 Valley Hill Rd.
Signature: Mariano Garcia	*Date:* 6/1/25

PLANNING AND ZONING COMMISSION
REGULAR MEETING
DUNCANVILLE COUNCIL CHAMBERS
203 EAST WHEATLAND ROAD
MONDAY, JUNE 9, 2025, 6:30 P.M. (BRIEFING)
MONDAY, MAY 12, 2025, 7:00 P.M.

A work session was held for the Planning and Zoning Commission on Monday, June 9, 2025, at 6:30 p.m. to provide training to the Planning and Zoning Commissioners. The regular meeting for the Planning and Zoning Commission was held on Monday, June 9, 2025, at 7:00 p.m. with the following members of the Planning and Zoning Commission present:

Yolanda Columbus	Chair	
Erika Browning	Vice Chair	
Elias Rodriguez		
D. Bailey Wynne		Not Present
Brenda O'Brien		
Stephanie Champagne		
Jarred Davis		

Staff:
Mark Rauscher, Assistant City Manager
LaSheyla Jones, Assistant Director of Planning
Victor Barrero, Economic Development Director
Brennan Kane, Olsson, Lead Planning Consultant
Michelle Queen, Olsson, Planning Consultant
Catessa Malone, City Attorney

Item No. 1
Call to Order.
Chair Columbus called the meeting to order at 7:01 p.m.

Item No. 2
Consent Agenda.
All items under consent agenda are considered to be routine by the planning and zoning commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. Discuss, Consider, and Take Any Necessary Action Regarding Approval of Minutes of the Planning and Zoning Commission Meeting held May 12, 2025.

B. Discuss, Consider, and Take Any Necessary Action Regarding the Letter of Support for the City of Duncanville's 2025 TxDOT Transportation Alternatives Program Applications – Daniel Elementary Safe Routes to School Project & Duncanville Downtown Connector TA Project

C. Discuss, Consider, and Take Any Necessary Action Regarding the Letter of Support for the City of Duncanville 2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant Application

Commissioner Brown – Made a motion to accept all consent agenda items, 2nd by Commissioner Rodriguez. The vote was 6 in favor, 0 Against. The motion passed.

Item No. 3

Public Comments.

There were no public comments received on items not listed on the agenda.

Item No. 4

Planning and Zoning Commission Action Items/Public Hearings

A. **Case #2025-00003**: Request of Oliverio Aguilar, Applicant for a Specific Use Permit to allow for the use "Short Term Rental" on real property located at 710 Valley Hill Road, City of Duncanville, Dallas County, Texas, Town and Country Estates Rep, Blk C, LT 7, more commonly known as Town and Country Estates.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

7:05 p.m. – Brennan Kane presentation
7:08 p.m. – Commissioner Davis – Question past practice STR cases. Want to know if the neighbors have a method to make any concerns if someone is not acting in a way that is hopeful or intended.
7:10 p.m. – Applicant, Oliverio Aguilar – explain why he desires to use his home as a short term rental. Would like something smaller, wife passed, has taken security precaution.
7:12 p.m. – Commissioner Roriguez – questions if there will be additional applications that he will engage a STR contract to filter through the people that he will be engage.

7:14 p.m. – Open Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 Against.

7:15 – Larry Barret – Resident object due to neighborhood have hectic parking.
7:16 - Robin Thomas - Resident object because of parking with kids. They are getting renters out the neighborhood, and do not want renters.

7:18 p.m. – Close Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Browning. The motion passed: 6 in Favor, 0 against.

Commissioner Browning – How many parking spaces are allowed. Brennan replied 3 on site and individuals are allowed to park on public streets.
Commissioner Rodriquez – Is there any code complaints, Brennan replied no.

7:20 p.m. – Commissioner O'brien made a motion to approve, 2nd by Commission Davis. The Motion Passed: 5 in Favor, 1 Against.

B. **Case #2025-00004**: Request of Keaton Mal, Applicant, for a Specific Use Permit to allow for the use of "Fuel Pumps", on Amalgamated Properties, Blk 1, Lt 1, ACS 1.7604, more commonly known as 615 South Cockrell Hill Road, City of Duncanville, Dallas County, Texas.

    1. Staff Summary
    2. Applicant Presentation
    3. Public Hearing
    4. Discuss, Consider, and Take Any Necessary Action

7:21p.m. – Brennan Kane Presentation
7:24 p.m. – Commissioner Davis questions if there was anything different from the last SUP for this item outside of the revised elevation that was presented in April 2024.
7:27 p.m. – Commissioner Rodriguez should they be looking at the number of fuel pumps for that site.
7:29 p.m. – Applicant Steven Oliver, explain the project of Murphy USA. Keaton My (Engineer), addressed the technical issues.

7:35 p.m. – Open Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 against.

7:36 p.m. – Commissioner Davis motion to approve for a 10 year period, so it may come back and be revisited if necessary. Commissioner Rodriguez 2nd the motion. The motion failed: 2 in Favor, 4 Against.

C. **Case #2025-00005**: Request of Noemia Lara, Applicant and Owner for a Specific Use Permit to allow for the use of "Auto Repair and Services Major", on Woodhaven Replat, Blk 2, Lot 8B, ACS 0.704, more commonly known as 508 East Red Bird Lane, City of Duncanville, Dallas County, Texas.

    1. Staff Summary

2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

7:41 p.m. – Brennan Kane Presentation
7:45 p.m. – Commissioner Davis – concerned about use, onsite storage, applicant want to make improve to site as it backs up to the residential. Applicant wants to be good neighbors. Staff encouraging them to commit to being a good neighbor. How Many are auto repair. Brennan states there are several but do not have exact number.
7:53 p.m. Commissioner O'Brien – states list of complaints, is there a need for another repair shop? Is this a service to the community that will be viable in the long run. Brennan said the use is in alignment with the current Comprehensive plan. Erika Brown states that all shops is under SUP and if this is an area that we are trying to enhance why would we continue to improve these types of SUPs when we could pursue businesses that are more desired.
Applicant is not present.

7:58 p.m. – Open Public Hearing – Commissioner Davis motion, 2nd by Commissioner O'Brien. The motion passed: 6 in Favor, 0 Against

No comments

7:58 p.m. – Close Public Hearing – Commissioner Rodriguez motion, 2nd by Commissioner Browning. The motion passed 6 in Favor, 0 against.

7:59 p.m. – Commissioner Davis motion to approve, 2nd by Commissioner Rodriguez with conditions that it must be stored with the parameters and that any vehicles that are inoperable or in storage beyond 60 days must be removed. The SUP will be in place for a 5 year period and would include a property improvement plan. The motion passed: 5 in Favor, 1 Against

D. **Case #2025-00007**: Request of Mario Riojas, Applicant, for a Specific Use Permit to allow for the use of "Short Term Rental" on real property located at 209 N. Royal Oak Drive, City of Duncanville, Dallas County, Texas, being part of Lot 2, Block 2 of Winona Gardens Addition No. 2, an addition to the City of Duncanville, Dallas County, Texas, according to the plat recorded in Volume 19, Page 275, Map Records, of Dallas County, Texas.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

8:04 p.m. Brennan Kane Presentation, Staff Recommends approval of application
8:06 p.m. Applicant, Mario Riojas, explaining why he is choosing to turn his home into a short term rental that he also resides in.

8:07 p.m. – Open Public Hearing – Commissioner Browning motion, 2nd by Commissioner Rodriguez.

8:08 p.m. – Public comment – Mrs. Douglas Adams – Complaint against short term rental due to the

possibility of increased traffic, parking issues, safety issues or transient guest.
8:10 p.m. - Author Jackson – Oppose because cannot identify who live in the neighborhood and additional traffic.

8:10 p.m. – Close Public Hearing – Commissioner Browning motion, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

8:11 p.m. – Commissioners ask questions about how safety would be managed. Joshua McConnal (Bldg Official) – manager of the STR projects stated, there are four that have been recorded and about 40 advertised. They are only able to regulate the ones that have been permitted through the city. There are little complaints out of them and there are mechanisms to revoke the license. It is better to have them registered to have the authority to regulate the STR.

8:17 p.m. Commissioner Browning motion to approve the SUP as submitted, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

E. **Case #2024-00013**: Request of Brian Nelson, Applicant, representing Life School Dallas, Owner for a zoning change from SF-13 to a PD Planned Development (Educational Facility) on Keystone Place, Block 1, Lots 1, ACS 6.005, more commonly known as 1600 South Cockrell Hill Road and Nel A Ayers, Abstract 11, Tract 9, ACS 99.265, more commonly known as 1000 East Danieldale Road, in the City of Duncanville, Dallas County, Texas.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

8:18 p.m. Commissioners take a recess.
8:29 p.m. Commissioners Return from a recess.

8:30 p.m. – Brennan Kane giving a brief presentation of Life School. This is a continuation of the previous hearing held with Life School. Additional information was included in the packet.
8:43 p.m. – Commissioner Davis – of 283 how many was in favor, how many were in opposition, 1/3rd not in support, 2/3rd is in support. Commissioner O'Brien ask how to interpret the new conditions provided for traffic conditions in the report.

Commissioners have no questions for the applicant. The hearing was opened for this item on May 12, 2025, this will be continuing that hearing.

8:50 p.m. Commissioner Browning motion to reopen the hearing, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 Against.

Public Comments:

Nesser Sasser (Oppose), Shirley Lacey (Oppose), Jason Barton (Oppose), William May (Oppose), Robin Thomas (Oppose), Stephanie Smith (Oppose), Lawrence Smith (Oppose), Artis Nor (Oppose), Mark Cooks (Oppose), Corey Johnson (Oppose), Cam Reepy (For), Lisha Brown Young (Oppose), Jerry Mustard (For), Joe Heifer – Legal Council for Life School (For), Edward Minyos (For), Jerrod Gills – Yolanda Gills Mother (Oppose), Hugh Belton (Oppose), Sharon Gray (For), Dr. Simmons (Oppose)

9:24 p.m. Close Public Hearing – Commissioner Davis motion, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

No Discussion from Commissioners

9:34 p.m. – Commissioner Davis motion to deny, 2nd by Commissioner O'Brien. The motion to Deny Passed: 5 in Favor, 1 Against.

Item No. 5

Action Item: Planning and Zoning Commission Meeting Frequency

9:37 p.m. – Brennan Kane – Discussing the findings of surrounding cities for the frequency of meeting being held for their Planning and Zoning Meetings. Staff is still discussing the frequency. We need to know what days work best for the Calendar. Seeking guidance for the days of the week that would work best. Commissioner Rodriguez spoke to the past reasons of why the meetings were scheduled as now. Mark explaining the conflicts with Time. In the past 3 months 2 special meetings were requested, but unsuccessful. Commissioner Davis states he does not feel like it will solve the backlog or agenda issues. Mark explains the benefit of having additional training opportunities and predictability in schedule. Will maintain one meeting a month for now.

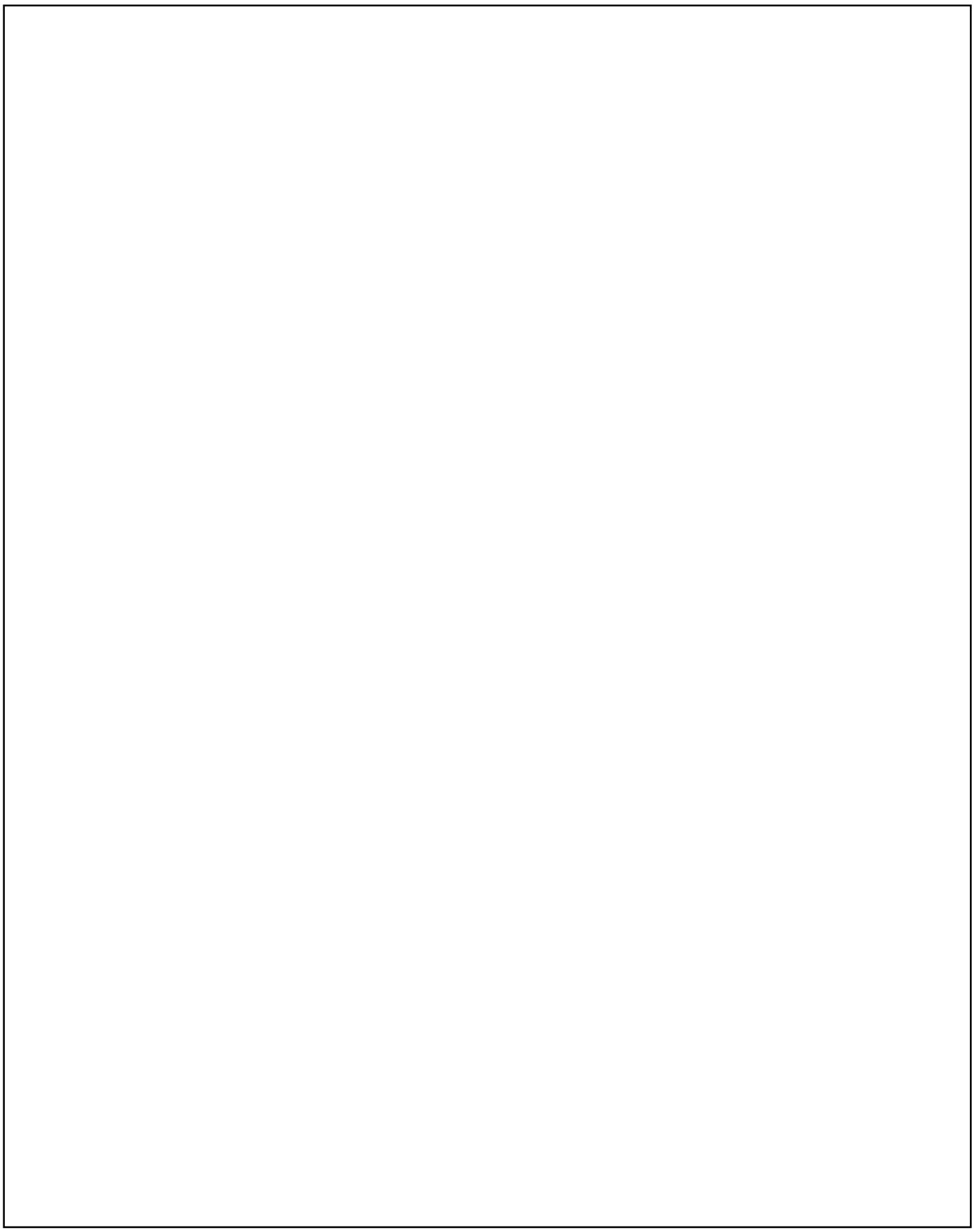
Item No. 6

Discussion: Update to City of Duncanville Comprehensive Plan

9:49 p.m. – LaSheyla Jones – Working with MRB on the Comp Plan. There will be a steering meeting for Comp Plan on July 8th and the Comp Plan Block Party will be on July 22, 2025. Will provide any additional changes or information as we receive it.

Adjournment

Chair Columbus entertains a motion to adjourn. Commissioner Davis made a motion to adjourn. The motion was seconded by Commissioner Rodriguez. The vote was 6 in Favor, 0 Against, with Commissioner Wynne absent. The Planning and Zoning Commission meeting adjourned at 9:51 p.m.



STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Conduct a Public Hearing for consideration and action regarding the request of Noemia Lara, the applicant and owner. The applicant is requesting approval of a Specific Use Permit to allow for the use of Auto Repair and Services, Major. The property is located at Woodhaven Replat, Blk 2, Lot 8B, ACS 0.704, more commonly known as 508 East Red Bird Lane, City of Duncanville, Dallas County, Texas.

Vision Statement:

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

STAFF RESPONSIBLE:
Brennan Kane, Lead Planner - Olsson

BACKGROUND/HISTORY:
The applicant is requesting a Specific Use Permit (SUP) for an Auto Repair and Services, Major use in a Commercial (C) zoning district. According to section 3.03 of the City of Duncanville Zoning Ordinance, an Auto Repair and Services, Major use is permitted in Commercial zoning with review and approval of an SUP.

USE DEFINITIONS:

Section 7.02. Land Use Terms
Auto Repair and Services, Major: General repair or reconditioning of engines, air conditioning systems and transmissions for motor vehicles; collision repair services including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rust proofing. Such use may include outside storage of vehicles.

The property had a previous tenant that preformed similar work, however that is no longer in operation and the previous permit has lapsed. The property owner has a new tenant willing to come in and preform the same type of work and seeking a SUP for the purposed of Major Auto Repairs. The applicant has been working with staff and the Development Review Committee (DRC) to improve the property from its current state. Within their application that was presented to the Planning and Zoning Commission is a Property Improvement Plan that outlines specific improvements the applicant is make prior to issuance of any Certificate of Occupancy.

The Planning and Zoning Commission at their June 09, 2025 meeting held a public hearing for the subject property. No citizen input was received. Staff did receive one letter in opposition of the proposed SUP.

The Planning and Zoning Commission made a recommendation to approve the proposed SUP with conditions:

- The applicant shall follow the site improvement plan as proposed and presented
- Any vehicles that are inoperable or in storage beyond 60 days much be removed
- The SUP will be in place for a 5 year period before renewal by the City Council.

The motion passed 5-1 in favor.

POLICY EXPLANATION:
It is important to note, Section 6.05 of the City of Duncanville Zoning Ordinance outlines the option of placing a time limit on Specific Use Permits:

6.05 (I) (1) - Time Period
The Specific Use Permit may be issued for an unlimited or limited period of time. Prior to the expiration of a Specific Use Permit with a limited time period, the owner may apply for an extension as provided below.

1. Specific Use Permits shall only be issued for a limited period of time if the use is intended to be temporary and does not require substantial investment into the site.

However, it is staff's understanding that the proposed use is not temporary in nature and that the applicant would be making a considerable investment into the site.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approve the Specific Use Permit as presented and direct Staff and the City Attorney to draft an Ordinance for City Council Consideration.
2. Approve the Specific Use Permit with conditions and direct Staff and the City Attorney to draft an Ordinance for City Council Consideration.
3. Table the Specific Use Permit and request additional information from the applicant to be presented at a future City Council meeting. If choosing this option, the City Council should keep the Public Hearing open to a future City Council meeting.
4. Deny the Specific Use Permit, but should cite specific findings of facts for denial of the application.

ATTACHMENTS:
Attachment A - Staff Report and Planning and Zoning Commission Packet
Attachment B - 06.09.2025 Planning and Zoning Commission Minutes_DRAFT

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

STAFF REPORT

To:	Planning & Zoning Commission
From:	Alex O'Connell, AICP, Planning Consultant (Olsson)
Date:	June 03, 2025
RE:	Auto Repair and Services, Major | Red Bird Auto Body Work, LLC **SPECIFIC USE PERMIT (SUP) | #2025-00005**

REQUEST:	The applicant is requesting an SUP (Specific Use Permit) for "Auto Repair and Services, Major" in a C (Commercial) zoning district.
LOCATION:	508 E Red Bird Lane, Duncanville, TX
EXISTING ZONING:	C (Commercial)
PROPOSED ZONING:	C (Commercial) with an SUP Permit
FUTURE LAND USE DESIGNATION:	Retail/Commercial

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Duncanville, TX 75116
(972) 780-5000

PROJECT SUMMARY:

The applicant is requesting a Specific Use Permit (SUP) for an Auto Repair and Services, Major use in a Commercial (C) zoning district. According to section 3.03 of the City of Duncanville Zoning Ordinance, an Auto Repair and Services, Major use is permitted in Commercial zoning with review and approval of an SUP.

USE DEFINITIONS:

Section 7.02. Land Use Terms

Auto Repair and Services, Major: General repair or reconditioning of engines, air conditioning systems and transmissions for motor vehicles; collision repair services including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rust proofing. Such use may include outside storage of vehicles.

SITE/IMPROVEMENT PLAN:

The improvement plan attached to this report includes the existing structure and improvement items to the property surrounding the structure. Staff finds that the items proposed in the improvement plan are compliant with the Zoning Ordinance.

KEY FEATURES OF AN SUP:

a. **The proposed use is consistent and compatible with the adjacent land use and zoning.**

   Staff finds the proposed use to be fairly consistent and compatible with adjacent land uses and zoning. The property was previously used as an Auto Repair and Services, Major use under a different tenant and had received an SUP. The previous permit has since lapsed and the applicant is requesting a new SUP to continue the Auto Repair and Services Major use under new ownership. There are a residential homes to the west and south of the property that should be accustomed to this type of use nearby. The home on the property to the west is located towards the street away from the location of the auto shop and the home to the south faces Woodhaven Blvd with the rear yard backing up to the subject property. In conclusion, staff finds that the proposed Auto Repair and Services, Major shouldn't conflict with surrounding uses and the requested Specific Use Permit is the minimum path necessary to allow for this use.

b. **The proposed use is consistent with the architecture and characteristics of the adjacent properties.**

   Staff finds the existing metal structures to be compatible with adjacent properties. The property to the east includes multiple metal structures which is consistent with the subject property. The home to the south, while not containing similar materials is set a

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(972) 780-5000

great distance from the subject property line faces the opposite direction so there are no visual adverse impacts.

c. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.

Staff finds that the proposed use follows the development standards set forth in the City of Duncanville Zoning Ordinance and does not foresee an adverse impact on adjacent properties.

d. The proposed use is consistent with the goals and objectives of the City.

The City of Duncanville's comprehensive plan describes a vision for retail/commercial uses for this property. The plan defines commercial uses as more intense than retail establishments yet also provide goods and services for the public. The proposed use aligns with the vision stated in the comprehensive plan.

e. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.

The proposed use is a continuation of the previous use for this property. The applicant intends to improve the existing sight with new asphalt, parking stripes, fire lane striping, fire suppression systems and alarms and asphalt and fencing improvements as needed. The applicant is proposing to improve the existing structure which should enhance the overall look and experience of future customers and adjacent property owners

f. The proposed use will not be detrimental to the general health, safety, and welfare of the community.

The proposed use should not be detrimental to the general health, safety, and welfare of the community.

g. The proposed use would stabilize and improve property values within the City.

Staff cannot prove or disprove that the proposed use would stabilize and improve property values within the City.

h. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

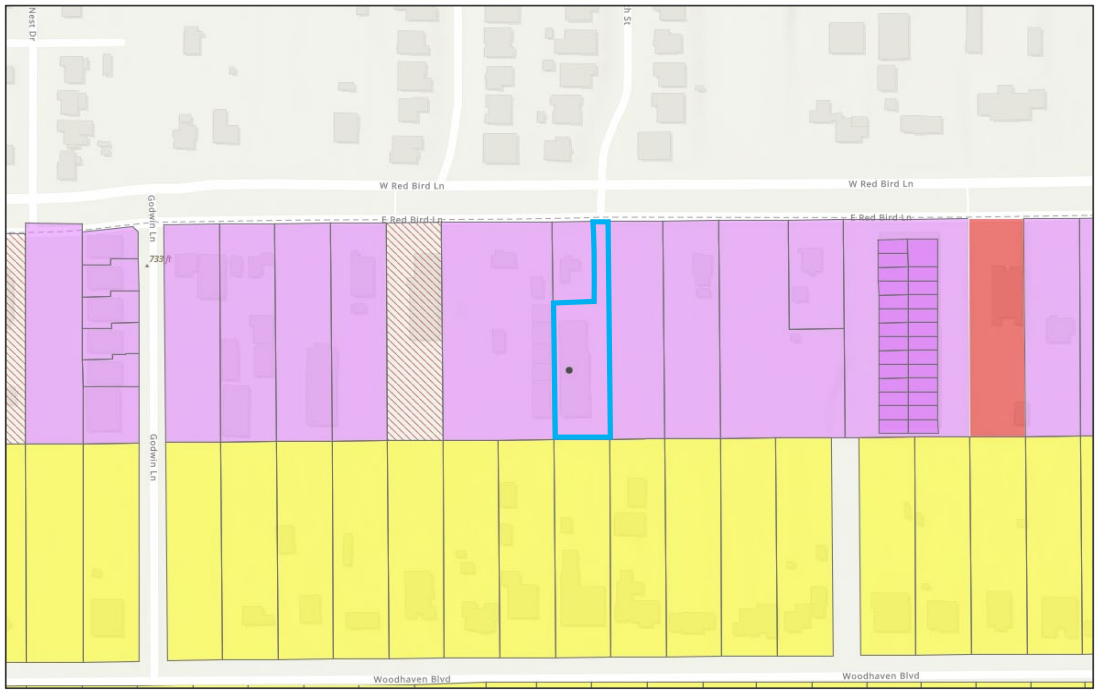
Staff cannot speak to how the proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

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i. The proposed use would strengthen and help diversify the economy of the City.

Staff cannot speak to how the proposed use would strengthen and help diversify the economy of the City.

Figure 1. Zoning Map



Subject Property:

ZONING DISTRICT DESCRIPTION:

The C Commercial District is intended to provide a centrally located and convenient location for service and commercial related establishments, and other heavy commercial uses. The uses envisioned for the district typically utilize larger sites and/or have operational characteristics that are incompatible with residential zoning or uses and some nonresidential uses. Convenient access to thoroughfares and collector streets is also a primary consideration.

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SURROUNDING ZONING AND DEVELOPMENT:

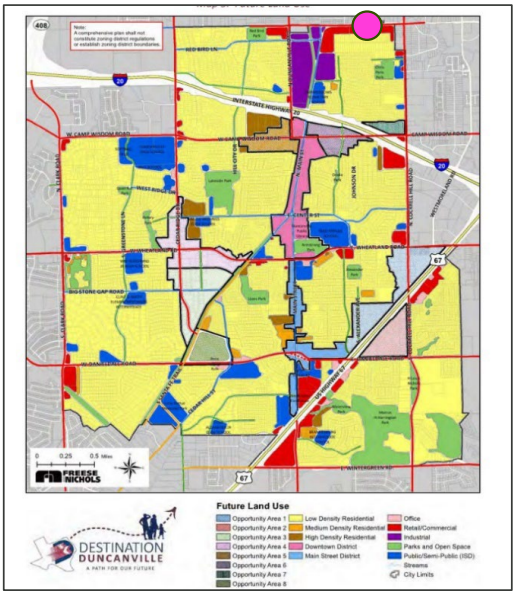
NORTH: Residential, R-7.5 (A)
City of Dallas

EAST: Commercial (C)
Vacant Land

SOUTH: Single-Family Residential (SF-10)
Single-Family Home

WEST: Commercial (C)
Residential Single-Family Home

Figure 2: Future Land Use Map



Subject Property:

203 E Wheatland Rd.
Duncanville, TX 75116
(972) 780-5000

FUTURE LAND USE DESCRIPTION:

Retail/commercial establishments have goods for purchase by the general public and generating sales tax revenue.

Commercial uses are more intense than retail establishments yet also provide goods and services for the public. Examples of commercial establishments would include hotels, restaurants, and big box retailers.

They are located along major arterial, super arterial and freeway corridors.

Outside storage associated with commercial activity should be screened from the primary roadway on which the establishment is located.

Commercial activity should be buffered from low density residential areas through the use of enhanced landscaping, increased rear setbacks, the use of medium density residential, and by floodplains or other man-made features

PUBLIC INPUT:

At the time of review, staff has received one letter in opposition of the proposed SUP.

Plan Commission Options for Consideration

Option 1: Recommend Approval as Presented
The Plan Commission may recommend approval of the Specific Use Permit (SUP) application as submitted if it finds that the proposed use meets all applicable zoning requirements, is consistent with the goals and policies of the Comprehensive Plan and is compatible with the surrounding context. This option is appropriate when no additional conditions or modifications are necessary to ensure the proposed use is appropriate for the site.

Option 2: Recommend Approval with Conditions
The Plan Commission may recommend approval of the SUP application with specific conditions if it determines that the use is generally appropriate but requires additional safeguards or modifications to address potential impacts, ensure compatibility with adjacent uses, or comply with applicable standards. Conditions should be clearly stated and enforceable, and may relate to site design, operations, buffering, or other relevant factors.

Option 3: Recommend Denial of the Application
The Plan Commission may recommend denial of the SUP application if it finds that the proposed use does not meet the intent of the zoning ordinance, is inconsistent with the Comprehensive Plan, or may negatively affect the public health, safety, or welfare. Any recommendation of denial must be supported by clearly stated findings of fact that outline the specific reasons for the recommendation, based on the information presented in the application, staff analysis, and public testimony.

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Duncanville, TX 75116
(972) 780-5000

Option 4: Table the Application and Request Additional Information
The Plan Commission may table the application to a future meeting if it determines that additional information, clarification, or revisions are needed before making a recommendation. This option allows the applicant time to address specific concerns raised by staff, the Commission, or the public, and ensures that the Commission has sufficient information to make an informed recommendation.

STAFF RECOMMENDATION:

Staff recommends **approval** of the Specific Use Permit #2025-00005 subject to following conditions:

1. The applicant shall complete all improvements identified on the Property Improvement Plan prior to issuance of certificate of occupancy for the property.

2. The applicant shall meet all International Building Code (IBC) and International Fire Code (IFC) requirements as regulated by the City of Duncanville codes and ordinances.

FIGURES & TABLES:

- Figure 1: Zoning Map
- Figure 2: Future Land Use Map

ATTACHMENTS:

- Attachment 1: Site Improvement Plan
- Attachment 2: Business Plan & Floor Plan
- Attachment 3: Public Input Letter

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING APPLICATION

CONTACT INFORMATION

Applicant/ Agent NOEMIA LARA **Contact:** 214.9919155

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☒ **Owner** ☐ **Other**

Applicant/Agent Address: 1731 GreenTree PL. **City:** D'ville **State:** T.X **Zip:** 75137

Agent Email: JLARA48@hotmail.com **Telephone:** 214 9919155 **(Fax)**

Property Owner: NOEMIA LARA Contact:

Owner Address 1731 GreenTree PL City: Duncanville State: T.X Zip: 75137

Owner Email: JLARA48@hotmail.com Telephone: 214 9919155 (Fax)

REQUIRED

PROPERTY INFORMATION

Property Address: 508 E. Red Bird LN. Duncanville T.X. 75116 UNIT A & B

Legal Description of Property: Woodhaven Rep. BLK 2 LT 8B ACS 0.704

Lot No. 8B Block No. 2 Acreage: 0.704 Existing Zoning District: industrial.

REQUIRED

REQUEST TYPE

☒ Specific Use Permit - Commercial MAJOR N.L.
For Automotive Service ~~MINOR~~

☐ 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.

1

Acknowledgments

I unaerstana tnat 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.

Noemia Lara — Signature of Current Property Owner

1-14-2025 — Date

Notarization

BEFORE ME, Linda Kay Williams, on this day personally appeared Noemia Lara, known to or proved to me on the oath of _____ or through TX Drivers Lic (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 14 day of Jan, 2025

(Seal)

LINDA KAY WILLIAMS
Notary Public, State of Texas
Comm. Expires 11-15-2025
Notary ID 133447448

Linda Kay Williams
Notary Public in and for the State of Texas
My Commission Expires: 11/15/2025

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

Noemia Lara
1731 Green Tree Pl
Duncanville, TX 75137

To whom it may concern:

I'm writing to this letter as additional information for an application for an automotive service Special Use Permit for a property at 508 East Red Bird Lane, in Duncanville.

The previous tenant had an automotive service SUP for this property, but since he left, the permit has lapsed. We have a new tenant ready to move in to perform the same kind of services, but we need the permit approved before he can do so.

I certify that I, Noemia Lara, am the owner of this property and have full authority to make this request.

Thank you for your time and attention.

Noemia Lara

Noemia Lara 01-15-2025

Signature Date

Business Plan

Red Bird Auto Body Work LLC

Overview:

Red Bird Auto Body Work LLC is focused on quality auto body repair services to individuals and businesses. We are not mechanics, but we do work on the suspension and framing of the vehicles since they often need to be replaced and/or aligned to repair the vehicle's body. We are committed to providing affordable repairs with honesty and integrity.

Red Bird Auto Body Work LLC was founded by Santos "Beto" Alberto Mejia. The company was founded fairly recently; however, the founder (and 100% owner of the company) has been in the trade for over 20 years. Beto provides expertise and professionalism with every job, making sure each vehicle that leaves the shop is up to his standards.

Executive Summary:

Business Name: Red Bird Auto Body Work LLC
Business Structure: Limited Liability Company
Founder: Santos Alberto Mejia
Expected Annual Revenue: $84,000 (Year 1), $96,000 (Year 2), 108,000 (Year 3)
Business Type: Automotive body repair and light mechanical repair services
Mission Statement: Red Bird Auto Body Work is committed to delivering high-quality, reliable, expert bodywork. Our goal is to become the trusted and reputable name in the local community — by providing exceptional customer service, top-notch repairs, and transparent pricing.
Planned Hours of Operation: 10am-6pm Monday-Friday

Description of Business:

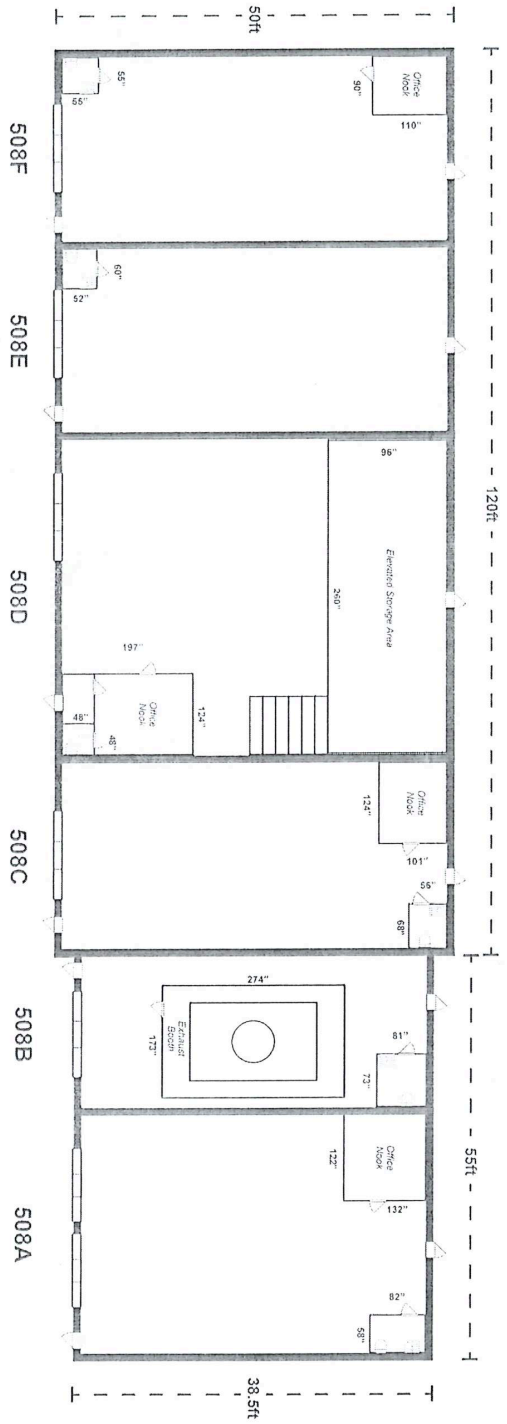
The services provided by Red Bird Auto Body Work LLC are (but not limited to):

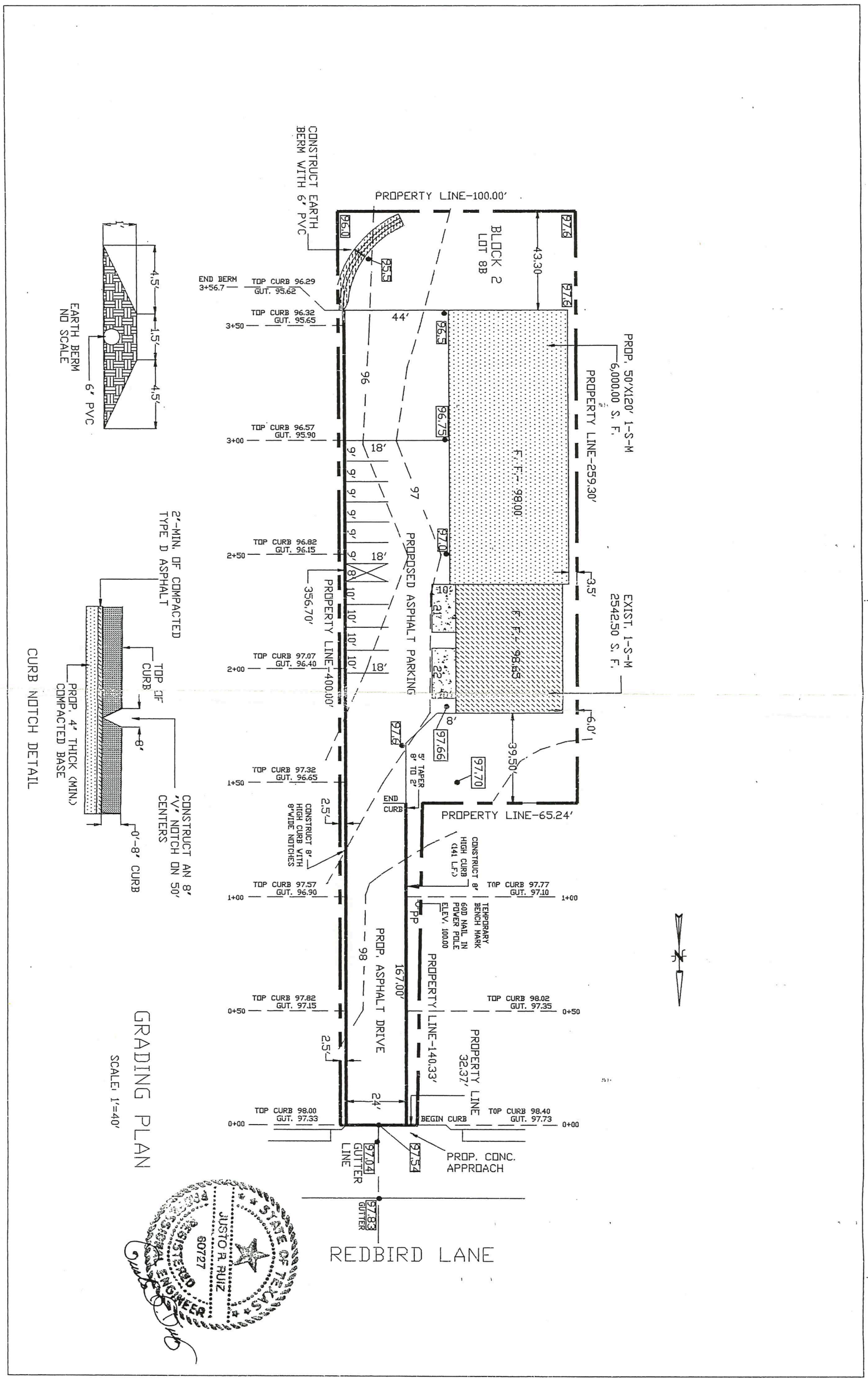
- Painting vehicles and vehicle parts
- Replacing / repairing vehicle frames damaged from collision
- Replacing / repairing vehicle suspension and air bags damaged from collision
- Bondo work to repair vehicle body
- Replacing parts of vehicle body
- Replacing radiator, condenser, and any additional vehicle parts that may have been crushed in a collision
- Repairing dents on vehicle
- Welding plastic and metal

Who we provide services to:

This is a majority list of who our customers are:

- Individual paying with insurance
- Individual paying out of pocket
- Businesses requesting repair of fleet vehicles


508 E. Red Bird Ln
Duncanville, TX 75116
50ft
120ft
55ft
38.5ft
508F
508E
508D
508C
508B
508A
Office Nook
Elevated Storage Area
Exhibit Booth
55"
55"
90"
110"
60"
52"
96"
260"
197"
48"
48"
124"
124"
101"
55"
68"
274"
173"
81"
73"
122"
132"
82"
58"


CONSTRUCT EARTH BERM WITH 6" PVC
PROPERTY LINE-100.00'
BLOCK 2
LOT 8B
43.30'
END BERM
3+56.7
TOP CURB 96.29
GUT. 95.62
TOP CURB 96.32
GUT. 95.65
3+50
44'
96
97
PROPOSED ASPHALT PARKING
PROP. 50'X120' 1-S-M
6,000.00 S. F.
PROPERTY LINE-259.30'
F.F.- 98.00'
F.F.- 98.65'
EXIST. 1-S-M
2542.50 S. F.
3.5'
6.0'
TOP CURB 96.57
GUT. 95.90
3+00
18'
9'
TOP CURB 96.82
GUT. 96.15
2+50
356.70'
PROPERTY LINE-400.00'
TOP CURB 97.07
GUT. 96.40
2+00
10'
8'
22'
21'
39.50'
97.70
5' TAPER TO 2'
END CURB
TOP CURB 97.32
GUT. 96.65
1+50
2.5'
CONSTRUCT 8' HIGH CURB WITH 8' WIDE NOTCHES
PROPERTY LINE-65.24'
CONSTRUCT 8' HIGH CURB (141 LF.)
TOP CURB 97.77
GUT. 97.10
1+00
TEMPORARY BENCH MARK
60D NAIL IN POWER POLE
ELEV. 100.00
TOP CURB 97.57
GUT. 96.90
PROP. ASPHALT DRIVE
167.00'
PROPERTY LINE-140.33'
PROPERTY LINE
32.37'
TOP CURB 97.82
GUT. 97.15
0+50
TOP CURB 98.02
GUT. 97.35
24'
TOP CURB 98.00
GUT. 97.33
0+00
BEGIN CURB
TOP CURB 98.40
GUT. 97.73
97.04
GUTTER LINE
97.54
PROP. CONC. APPROACH
97.83
GUTTER
REDBIRD LANE
EARTH BERM
NO SCALE
6" PVC
4.5'
1.5'
4.5'
2'-MIN. OF COMPACTED TYPE D ASPHALT
TOP OF CURB
8"
PROP. 4" THICK (MIN.) COMPACTED BASE
0'-8" CURB
CONSTRUCT AN 8" "V" NOTCH ON 50' CENTERS
CURB NOTCH DETAIL
GRADING PLAN
SCALE: 1"=40'
STATE OF TEXAS
REGISTERED
JUSTO R. RUIZ
60727
ENGINEER

508 E. Red Bird Ln Property Improvement Plan

Applicant: Noemia Lara, et al.

This plan is in support of the application for a Specific Use Permit for auto mechanic services to be performed on the property at 508 E. Red Bird Ln (specifically 508A and 508B). As discussed in a preliminary meeting with Victor Berrera and Lynette Romero of the City of Duncanville on Wednesday, February 19 — and a followup email from Ms. Romero with staff comments (in **red** below) — here are the improvements we will make, or have already made to the property.

1. The property owner must clearly define where inoperable vehicles will be stored and where tenant and customer parking is.

We have defined the area at the back (south end) of the property as the inoperable vehicle storage area. It will be paved with asphalt and marked with parallel strips to help keep these stored vehicles looking as neat and organized as possible. *See improvement plan illustration for details.*

2. Inoperable vehicles need to be either in a fenced area in the back or inside the garages.

The area described in #1 above will be fenced in with an access gate. While being worked on, vehicles will be inside the garage and some will occasionally be stored inside as well.

3. Drop-offs can only remain in parking spots during business hours.

Understood. We will move all vehicles after drop off to fenced area or interior spaces by end of business.

4. The property owner must re-pave and re-stripe the site.

In addition to paving the back end of the property for the fenced in storage area, we will re-pave current areas that have asphalt in disrepair. New parking stripes (angled and parallel parking) will be applied. We have begun the estimat-gathering process. *See improvement plan illustration for details.*

5. A fire lane must be added.

We will apply fire lane painted stripes at minimum city-standard width and keep this area clear. *See improvement plan illustration for details.*

6. There is a possibility that the existing fencing between the subject site and the residential property directly behind must be upgraded.

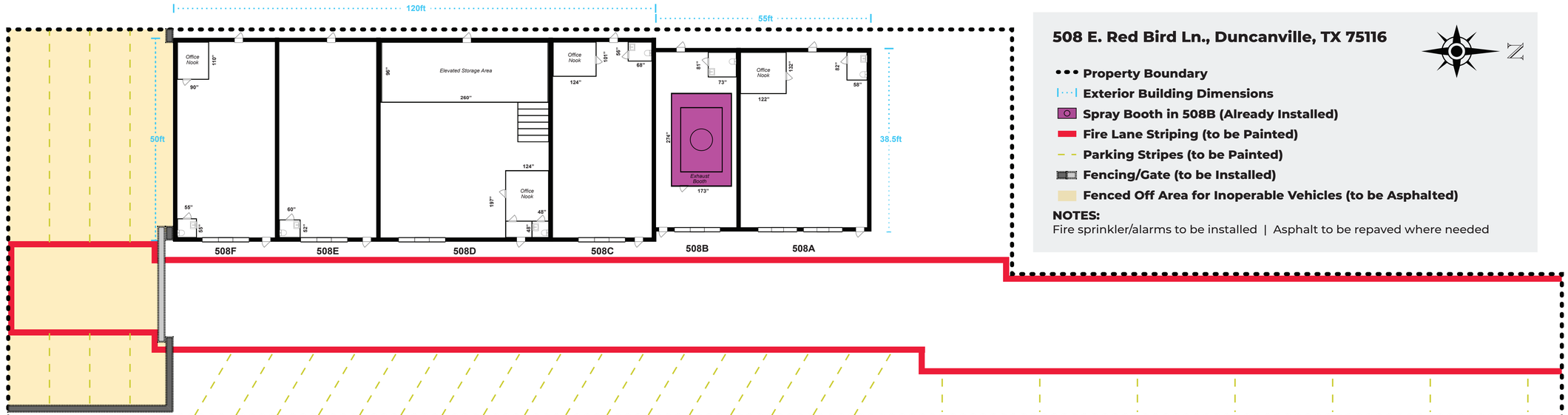
If it is determined that upgraded fencing is necessary, those improvements will be made.

7. Any commercial vehicle repairs will require a fire sprinkler and fire alarm.

We have made requests for estimates for this and the installation will be undertaken when we have a vendor. We have fire estinquishers in place in each “bay” of the property already, and these will be maintained in working order even after any addtional suppression system is installed.

8. If there will be any spraying, a spray booth will be required.

A spray booth has already been installed in the garage designated 508B. *See improvement plan illustration for details.*



508 E. Red Bird Ln., Duncanville, TX 75116

- Property Boundary
- Exterior Building Dimensions
- Spray Booth in 508B (Already Installed)
- Fire Lane Striping (to be Painted)
- Parking Stripes (to be Painted)
- Fencing/Gate (to be Installed)
- Fenced Off Area for Inoperable Vehicles (to be Asphalted)

NOTES:
Fire sprinkler/alarms to be installed | Asphalt to be repaved where needed

City of Duncanville - Planning and Zoning Department
203 E. Wheatland Road, Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(972) 780-5000 | planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

May 27, 2025

Case Number: **ZONE 2025-00005 | 508 East Red Bird Road**

Dear Property Owner:

A **public hearing** will be held before the **Planning & Zoning Commission** on **Monday, June 9, 2025, at 7:00 p.m.** in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of Noemia Lara, the applicant and owner. The applicant is requesting approval of a **Specific Use Permit to allow for the use of Auto Repair and Services, Major**. The property is located at on Woodhaven Replat, Blk 2, Lot 8B, ACS 0.704, more commonly known as **508 East Red Bird Lane**, City of Duncanville, Dallas County, Texas.

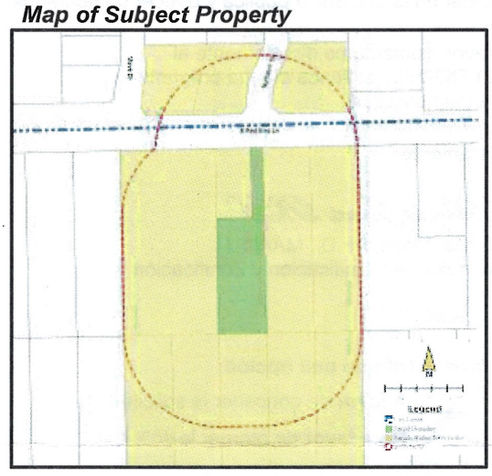
You are receiving this notice because your property is located within the required 200-foot notification area. As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or the Assistant Director of Planning and Zoning, Dr. LaSheyla Jones, at P.O. Box 380280, Duncanville, Texas 75138-0280, or via email to planningandzoning@duncanvilletx.gov, stating your position. You are encouraged to participate in the public hearing and offer comments.

Please contact me directly at (972) 780-5057 with any questions regarding this request.

Sincerely,

LaSheyla Jones, PhD
LaSheyla Jones, Ph.D., MArch
Assistant Director of Planning and Zoning

Map of Subject Property



Please check one:

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

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

My reasons are as follows:

1. Too many Auto Repairs Services in my area.
2. Too many car are being test driven, with a very HIGH Speed on Woodhaven Blvd.
3. Loud noise, gunshots, music and Vehicles being worked on block the street.

Name: Susana L. Juarez	*Address:* 423 Woodhaven Blvd.
Signature:	*Date:* 5/30/2025

PLANNING AND ZONING COMMISSION
REGULAR MEETING
DUNCANVILLE COUNCIL CHAMBERS
203 EAST WHEATLAND ROAD
MONDAY, JUNE 9, 2025, 6:30 P.M. (BRIEFING)
MONDAY, MAY 12, 2025, 7:00 P.M.

A work session was held for the Planning and Zoning Commission on Monday, June 9, 2025, at 6:30 p.m. to provide training to the Planning and Zoning Commissioners. The regular meeting for the Planning and Zoning Commission was held on Monday, June 9, 2025, at 7:00 p.m. with the following members of the Planning and Zoning Commission present:

Yolanda Columbus	Chair	
Erika Browning	Vice Chair	
Elias Rodriguez		
D. Bailey Wynne		Not Present
Brenda O'Brien		
Stephanie Champagne		
Jarred Davis		

Staff:
Mark Rauscher, Assistant City Manager
LaSheyla Jones, Assistant Director of Planning
Victor Barrero, Economic Development Director
Brennan Kane, Olsson, Lead Planning Consultant
Michelle Queen, Olsson, Planning Consultant
Catessa Malone, City Attorney

Item No. 1
Call to Order.
Chair Columbus called the meeting to order at 7:01 p.m.

Item No. 2
Consent Agenda.
All items under consent agenda are considered to be routine by the planning and zoning commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. Discuss, Consider, and Take Any Necessary Action Regarding Approval of Minutes of the Planning and Zoning Commission Meeting held May 12, 2025.

B. Discuss, Consider, and Take Any Necessary Action Regarding the Letter of Support for the City of Duncanville's 2025 TxDOT Transportation Alternatives Program Applications – Daniel Elementary Safe Routes to School Project & Duncanville Downtown Connector TA Project

C. Discuss, Consider, and Take Any Necessary Action Regarding the Letter of Support for the City of Duncanville 2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant Application

Commissioner Brown – Made a motion to accept all consent agenda items, 2nd by Commissioner Rodriguez. The vote was 6 in favor, 0 Against. The motion passed.

Item No. 3

Public Comments.

There were no public comments received on items not listed on the agenda.

Item No. 4

Planning and Zoning Commission Action Items/Public Hearings

A. **Case #2025-00003**: Request of Oliverio Aguilar, Applicant for a Specific Use Permit to allow for the use "Short Term Rental" on real property located at 710 Valley Hill Road, City of Duncanville, Dallas County, Texas, Town and Country Estates Rep, Blk C, LT 7, more commonly known as Town and Country Estates.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

7:05 p.m. – Brennan Kane presentation
7:08 p.m. – Commissioner Davis – Question past practice STR cases. Want to know if the neighbors have a method to make any concerns if someone is not acting in a way that is hopeful or intended.
7:10 p.m. – Applicant, Oliverio Aguilar – explain why he desires to use his home as a short term rental. Would like something smaller, wife passed, has taken security precaution.
7:12 p.m. – Commissioner Roriguez – questions if there will be additional applications that he will engage a STR contract to filter through the people that he will be engage.

7:14 p.m. – Open Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 Against.

7:15 – Larry Barret – Resident object due to neighborhood have hectic parking.
7:16 - Robin Thomas - Resident object because of parking with kids. They are getting renters out the neighborhood, and do not want renters.

7:18 p.m. – Close Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Browning. The motion passed: 6 in Favor, 0 against.

Commissioner Browning – How many parking spaces are allowed. Brennan replied 3 on site and individuals are allowed to park on public streets.
Commissioner Rodriquez – Is there any code complaints, Brennan replied no.

7:20 p.m. – Commissioner O'brien made a motion to approve, 2nd by Commission Davis. The Motion Passed: 5 in Favor, 1 Against.

B. **Case #2025-00004**: Request of Keaton Mal, Applicant, for a Specific Use Permit to allow for the use of "Fuel Pumps", on Amalgamated Properties, Blk 1, Lt 1, ACS 1.7604, more commonly known as 615 South Cockrell Hill Road, City of Duncanville, Dallas County, Texas.

    1. Staff Summary
    2. Applicant Presentation
    3. Public Hearing
    4. Discuss, Consider, and Take Any Necessary Action

7:21p.m. – Brennan Kane Presentation
7:24 p.m. – Commissioner Davis questions if there was anything different from the last SUP for this item outside of the revised elevation that was presented in April 2024.
7:27 p.m. – Commissioner Rodriguez should they be looking at the number of fuel pumps for that site.
7:29 p.m. – Applicant Steven Oliver, explain the project of Murphy USA. Keaton My (Engineer), addressed the technical issues.

7:35 p.m. – Open Public Hearing – Commissioner Davis Motion, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 against.

7:36 p.m. – Commissioner Davis motion to approve for a 10 year period, so it may come back and be revisited if necessary. Commissioner Rodriguez 2nd the motion. The motion failed: 2 in Favor, 4 Against.

C. **Case #2025-00005**: Request of Noemia Lara, Applicant and Owner for a Specific Use Permit to allow for the use of "Auto Repair and Services Major", on Woodhaven Replat, Blk 2, Lot 8B, ACS 0.704, more commonly known as 508 East Red Bird Lane, City of Duncanville, Dallas County, Texas.

    1. Staff Summary

2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

7:41 p.m. – Brennan Kane Presentation
7:45 p.m. – Commissioner Davis – concerned about use, onsite storage, applicant want to make improve to site as it backs up to the residential. Applicant wants to be good neighbors. Staff encouraging them to commit to being a good neighbor. How Many are auto repair. Brennan states there are several but do not have exact number.
7:53 p.m. Commissioner O'Brien – states list of complaints, is there a need for another repair shop? Is this a service to the community that will be viable in the long run. Brennan said the use is in alignment with the current Comprehensive plan. Erika Brown states that all shops is under SUP and if this is an area that we are trying to enhance why would we continue to improve these types of SUPs when we could pursue businesses that are more desired.
Applicant is not present.

7:58 p.m. – Open Public Hearing – Commissioner Davis motion, 2nd by Commissioner O'Brien. The motion passed: 6 in Favor, 0 Against

No comments

7:58 p.m. – Close Public Hearing – Commissioner Rodriguez motion, 2nd by Commissioner Browning. The motion passed 6 in Favor, 0 against.

7:59 p.m. – Commissioner Davis motion to approve, 2nd by Commissioner Rodriguez with conditions that it must be stored with the parameters and that any vehicles that are inoperable or in storage beyond 60 days must be removed. The SUP will be in place for a 5 year period and would include a property improvement plan. The motion passed: 5 in Favor, 1 Against

D. **Case #2025-00007**: Request of Mario Riojas, Applicant, for a Specific Use Permit to allow for the use of "Short Term Rental" on real property located at 209 N. Royal Oak Drive, City of Duncanville, Dallas County, Texas, being part of Lot 2, Block 2 of Winona Gardens Addition No. 2, an addition to the City of Duncanville, Dallas County, Texas, according to the plat recorded in Volume 19, Page 275, Map Records, of Dallas County, Texas.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

8:04 p.m. Brennan Kane Presentation, Staff Recommends approval of application
8:06 p.m. Applicant, Mario Riojas, explaining why he is choosing to turn his home into a short term rental that he also resides in.

8:07 p.m. – Open Public Hearing – Commissioner Browning motion, 2nd by Commissioner Rodriguez.

8:08 p.m. – Public comment – Mrs. Douglas Adams – Complaint against short term rental due to the

possibility of increased traffic, parking issues, safety issues or transient guest.
8:10 p.m. - Author Jackson – Oppose because cannot identify who live in the neighborhood and additional traffic.

8:10 p.m. – Close Public Hearing – Commissioner Browning motion, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

8:11 p.m. – Commissioners ask questions about how safety would be managed. Joshua McConnal (Bldg Official) – manager of the STR projects stated, there are four that have been recorded and about 40 advertised. They are only able to regulate the ones that have been permitted through the city. There are little complaints out of them and there are mechanisms to revoke the license. It is better to have them registered to have the authority to regulate the STR.

8:17 p.m. Commissioner Browning motion to approve the SUP as submitted, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

E. **Case #2024-00013**: Request of Brian Nelson, Applicant, representing Life School Dallas, Owner for a zoning change from SF-13 to a PD Planned Development (Educational Facility) on Keystone Place, Block 1, Lots 1, ACS 6.005, more commonly known as 1600 South Cockrell Hill Road and Nel A Ayers, Abstract 11, Tract 9, ACS 99.265, more commonly known as 1000 East Danieldale Road, in the City of Duncanville, Dallas County, Texas.

1. Staff Summary
2. Applicant Presentation
3. Public Hearing
4. Discuss, Consider, and Take Any Necessary Action

8:18 p.m. Commissioners take a recess.
8:29 p.m. Commissioners Return from a recess.

8:30 p.m. – Brennan Kane giving a brief presentation of Life School. This is a continuation of the previous hearing held with Life School. Additional information was included in the packet.
8:43 p.m. – Commissioner Davis – of 283 how many was in favor, how many were in opposition, 1/3rd not in support, 2/3rd is in support. Commissioner O'Brien ask how to interpret the new conditions provided for traffic conditions in the report.

Commissioners have no questions for the applicant. The hearing was opened for this item on May 12, 2025, this will be continuing that hearing.

8:50 p.m. Commissioner Browning motion to reopen the hearing, 2nd by Commissioner Rodriguez. The motion passed: 6 in Favor, 0 Against.

Public Comments:

Nesser Sasser (Oppose), Shirley Lacey (Oppose), Jason Barton (Oppose), William May (Oppose), Robin Thomas (Oppose), Stephanie Smith (Oppose), Lawrence Smith (Oppose), Artis Nor (Oppose), Mark Cooks (Oppose), Corey Johnson (Oppose), Cam Reepy (For), Lisha Brown Young (Oppose), Jerry Mustard (For), Joe Heifer – Legal Council for Life School (For), Edward Minyos (For), Jerrod Gills – Yolanda Gills Mother (Oppose), Hugh Belton (Oppose), Sharon Gray (For), Dr. Simmons (Oppose)

9:24 p.m. Close Public Hearing – Commissioner Davis motion, 2nd by Commissioner Rodriguez. The motion passed 6 in Favor, 0 Against.

No Discussion from Commissioners

9:34 p.m. – Commissioner Davis motion to deny, 2nd by Commissioner O'Brien. The motion to Deny Passed: 5 in Favor, 1 Against.

Item No. 5

Action Item: Planning and Zoning Commission Meeting Frequency

9:37 p.m. – Brennan Kane – Discussing the findings of surrounding cities for the frequency of meeting being held for their Planning and Zoning Meetings. Staff is still discussing the frequency. We need to know what days work best for the Calendar. Seeking guidance for the days of the week that would work best. Commissioner Rodriguez spoke to the past reasons of why the meetings were scheduled as now. Mark explaining the conflicts with Time. In the past 3 months 2 special meetings were requested, but unsuccessful. Commissioner Davis states he does not feel like it will solve the backlog or agenda issues. Mark explains the benefit of having additional training opportunities and predictability in schedule. Will maintain one meeting a month for now.

Item No. 6

Discussion: Update to City of Duncanville Comprehensive Plan

9:49 p.m. – LaSheyla Jones – Working with MRB on the Comp Plan. There will be a steering meeting for Comp Plan on July 8th and the Comp Plan Block Party will be on July 22, 2025. Will provide any additional changes or information as we receive it.

Adjournment

Chair Columbus entertains a motion to adjourn. Commissioner Davis made a motion to adjourn. The motion was seconded by Commissioner Rodriguez. The vote was 6 in Favor, 0 Against, with Commissioner Wynne absent. The Planning and Zoning Commission meeting adjourned at 9:51 p.m.

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Staff will present a recap of the 2025 Independence Day Parade & Celebration held on July 4th at Armstrong Park. The presentation will highlight event attendance, parade participation, entertainment, vendor involvement, community engagement, sponsorships, and overall impact on the community. Key successes, areas of improvement, and initial planning considerations for next year's event will also be discussed. The presentation aims to provide City Council with a comprehensive overview of the event's outcomes and its value to residents and visitors.

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:
DEVON HANDLEY-SPECIAL EVENTS PLANNER

BACKGROUND/HISTORY:
The City of Duncanville hosted its annual **Independence Day Parade & Celebration** on **Friday, July 4, 2025**, continuing a long-standing tradition of bringing the community together to celebrate the nation's birthday. The day began with a patriotic parade from Freeman to Wheatland to Main Street, featuring a wide variety of participants including community organizations, local businesses, youth groups, car clubs, and our esteemed elected officials. 1,100 spectators lined the route to cheer on entries and enjoy the festive atmosphere.
Following the parade, Armstrong Park was transformed into a hub of activity for the community celebration. The event featured **live entertainment from William Addison, Jade Flores, and Crossroad Sound**, a **variety of 20 total food trucks**, a **vendor market of 40 vendors**, **interactive activities for families and children such as face painting, amusement rides, and a ninja warrior course**, and a 25 min **fireworks finale** that lit up the Duncanville sky.
Staff collaborated across multiple departments to ensure the success of the event, including Public Works, Parks & Recreation, Police, Fire, and Communications. The event was also supported by numerous volunteers from Harmony School and community partners.

This year's celebration drew an estimated **12,800 attendees during the event and including surrounding areas, such as Wheatland Plaza, 14,500 thousand during the time of fireworks via placerAI**, making it one of the largest city-sponsored events of the year. The event also saw strong participation from local vendors and sponsors, enhancing both the community experience and the city's visibility as a regional event destination.
The purpose of this presentation is to provide City Council with a detailed overview of the 2025 event, including data on attendance, logistics, community impact, budget considerations, and feedback received from participants and the public. Staff will also share preliminary insights and recommendations to inform planning for the 2026 Independence Day celebration.

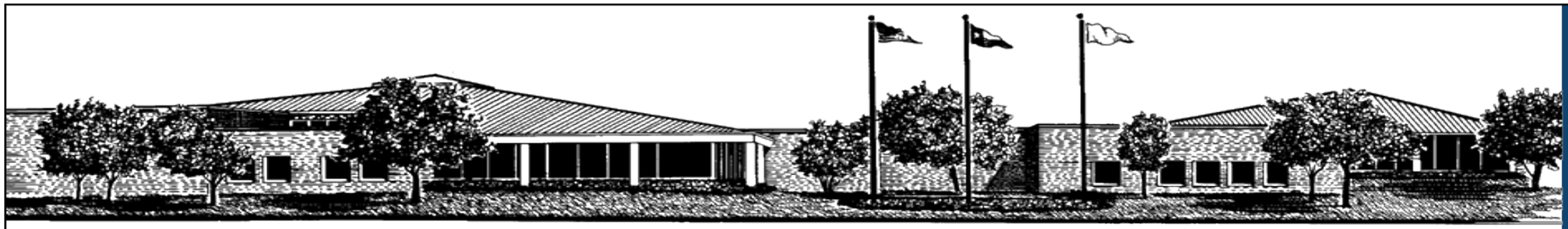
FUNDING SOURCE:

ORG and Object Number
n/a

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

ACTION ALTERNATIVES:
n/a

ATTACHMENTS:
4th July Slides



City of Duncanville

4TH OF JULY IN DUNCANVILLE

POST EVENT BRIEFING

Devon Handley-Special Events Planner

Duncanville
City of Champions

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



- 17,000 pre-registered for the event
- 4,500 wristbands were picked up

PARADE ROUTE



City of Duncanville

Duncanville
City of Champions

3

Agenda Item #6.A.

PARADE REFRESHER

Street Closures

- **Freeman Street:** Closed at 7:00 AM
- **Remaining Streets:** Closed by 8:30 AM

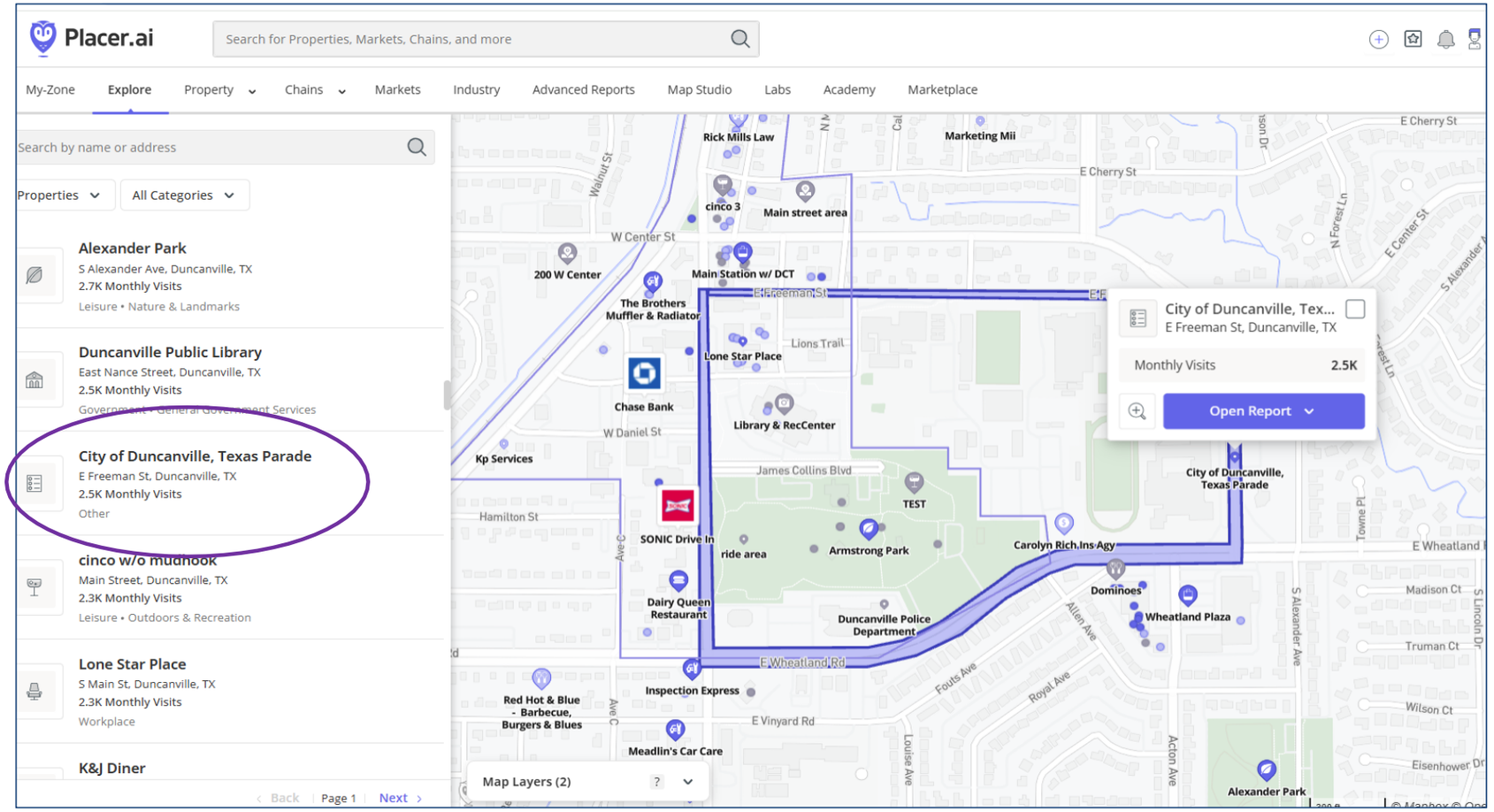
Traffic Plan Notes

- 1 Northbound lane on **Freeman Street** remained open for through traffic
- 1 Eastbound lane on **Wheatland Road** remained open for through traffic

City of Duncanville

Duncanville
City of Champions

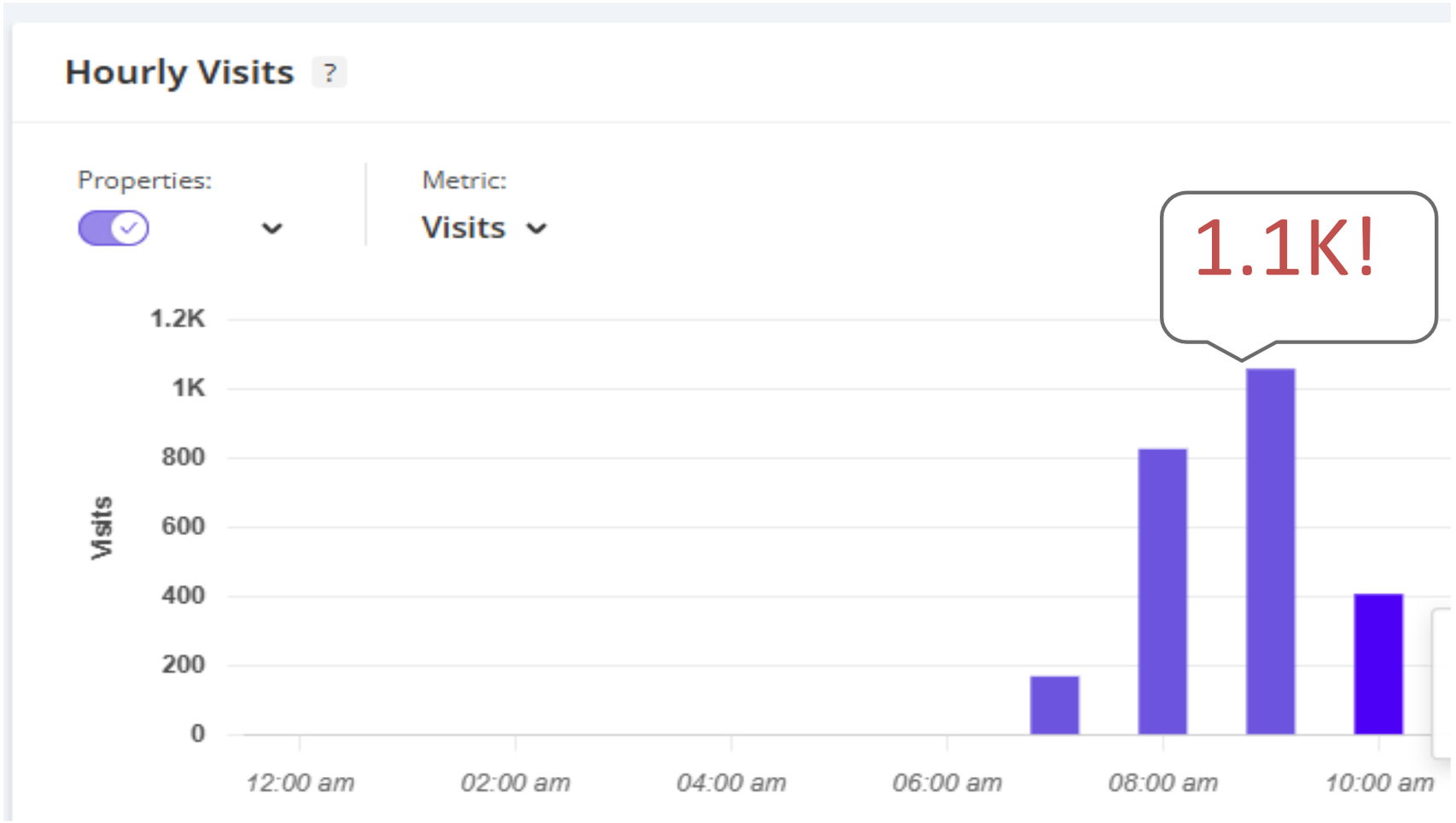
PARADE ATTENDANCE



City of Duncanville

Duncanville
City of Champions

PARADE ATTENDEES



City of Duncanville

Duncanville
City of Champions

PARADE INSIGHTS

POSITIVE OUTCOMES

- ❑ Streets & Traffic Flow Plan
- ❑ Safety & Police Presence
- ❑ Motorcycles first
- ❑ Turnout and parade participation

OPPORTUNITY FOR IMPROVEMENT

- ❑ No balls & parade favors
- ❑ Pre-Event Security:
  (Golf Cart stolen & found)
- ❑ Plans to secure carts in Rec Center for 2026 parade
- ❑ A need for more volunteers
- ❑ More clear communication plan for street closure during Parade & Evening Park Event

City of Duncanville

Duncanville
City of Champions


Grand
Marshal



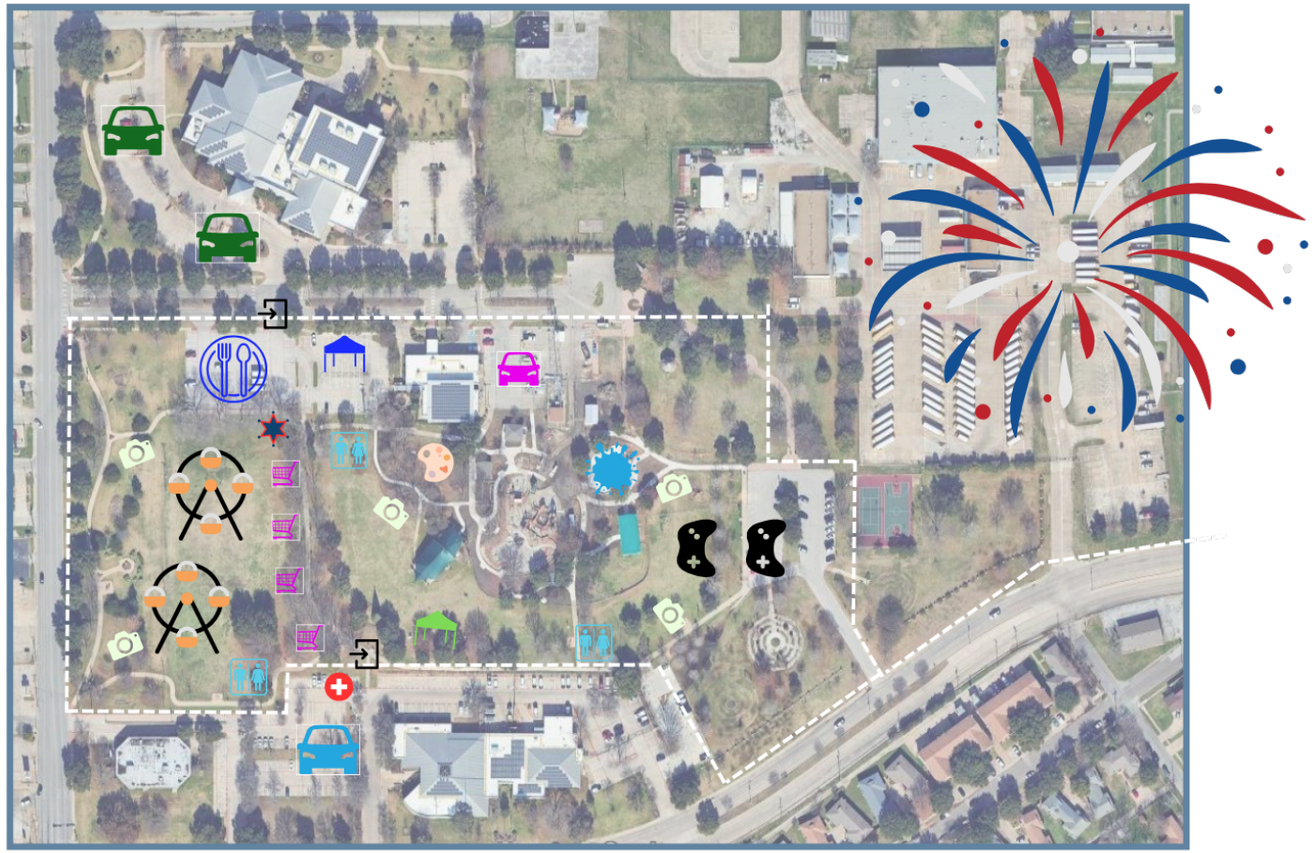

FREEDOM
BY ED MORSE
DUNCANVILLE
Jeep

City of Duncanville

Duncanville
City of Champions

EVENT MAP

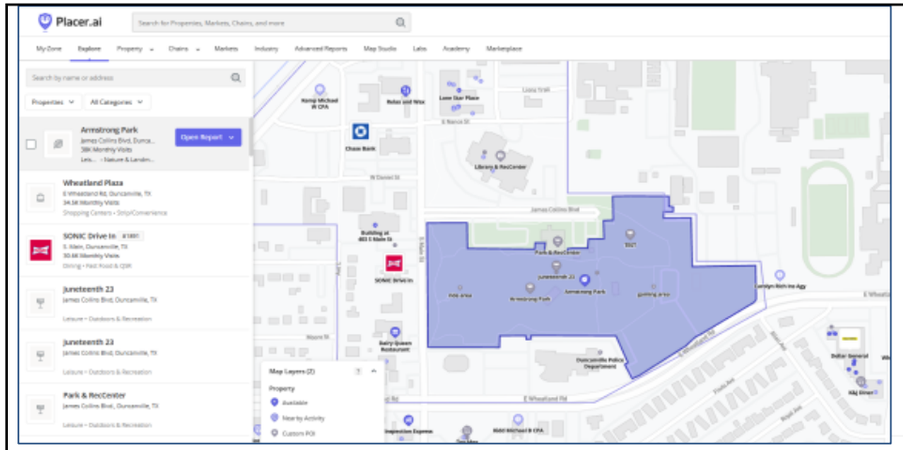
- HANDICAP PARKING
- PUBLIC PARKING
- FOOD VENDORS
- MARKET
- FIRST AID
- FENCING
- FOOD COURT TENTS
- AMUSEMENT RIDE
- GAME TRUCK & NERF AREA
- PHOTO OP
- RESTROOMS
- LOST CHILDREN
- ENTRANCE



City of Duncanville

Duncanville
City of Champions

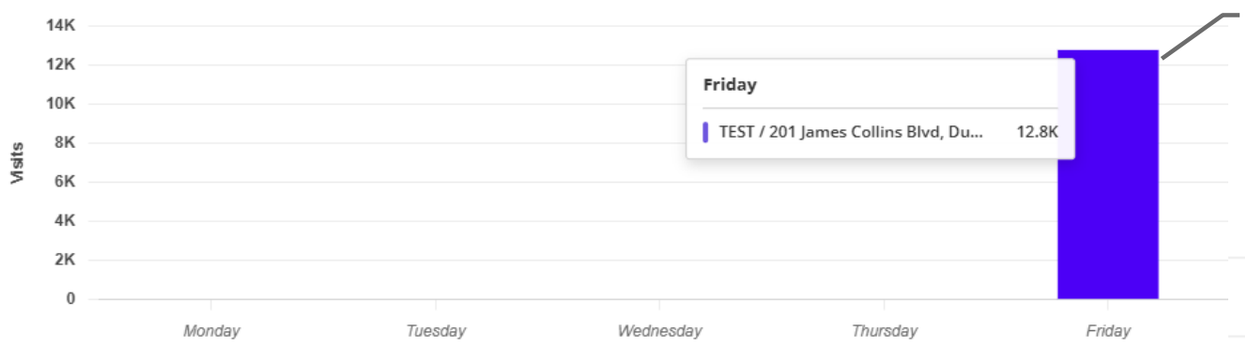
ARMSTRONG PARK

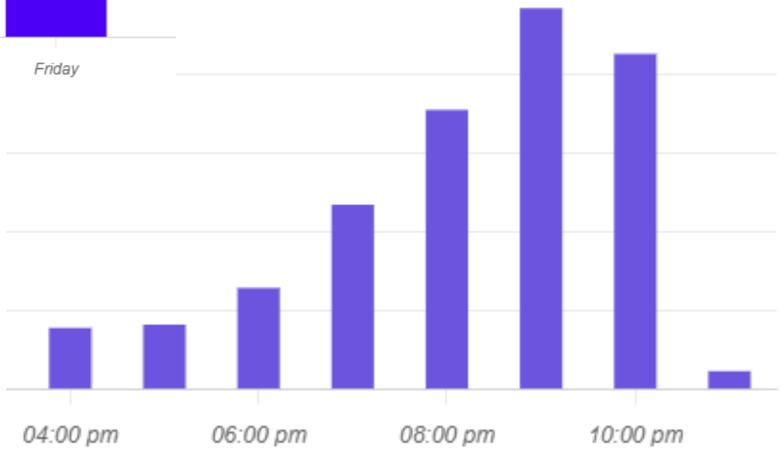


Placer.ai

Properties:

Metric: Visits



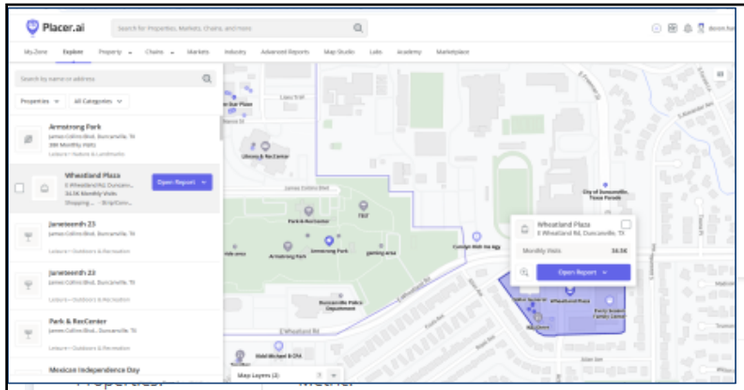


Peak Time & Attendance Volume

City of Duncanville

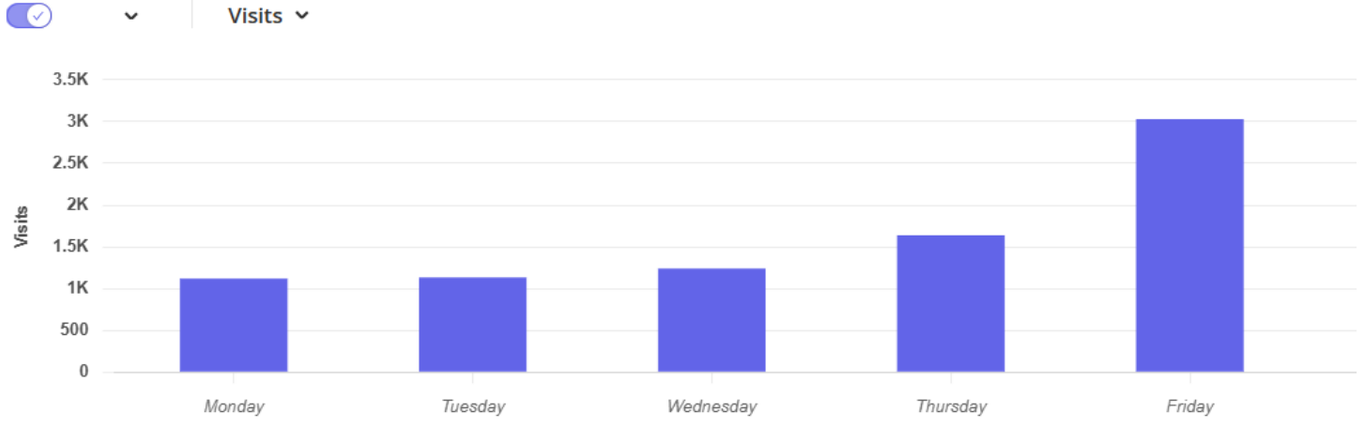
Duncanville
City of Champions

13

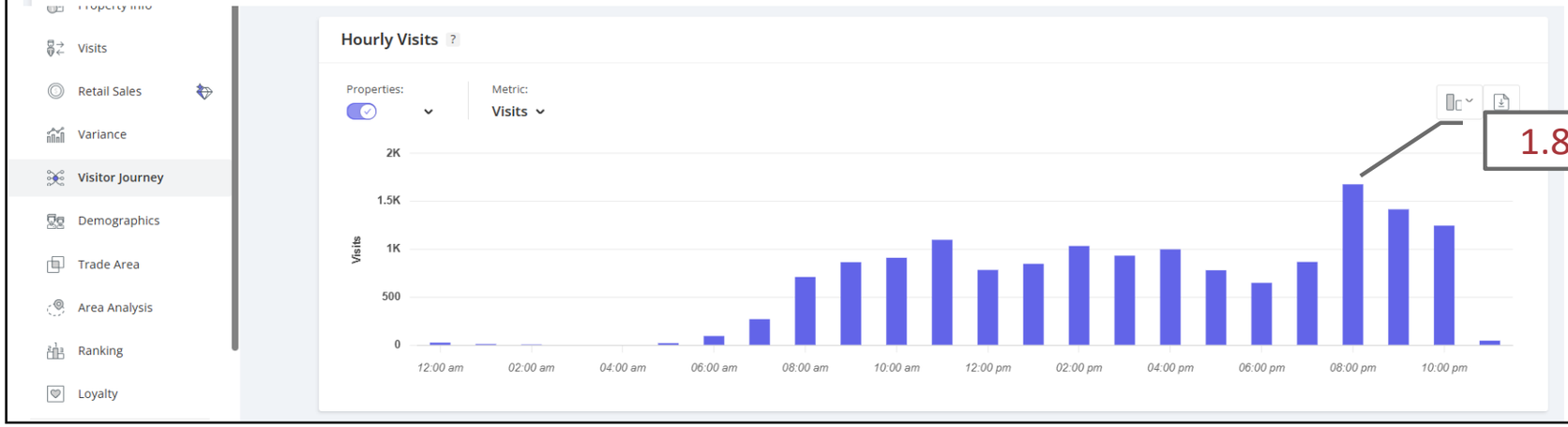


WHEATLAND PLAZA

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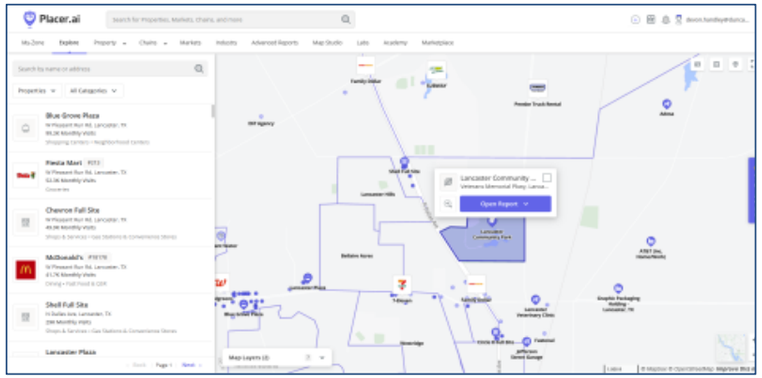




City of Duncanville

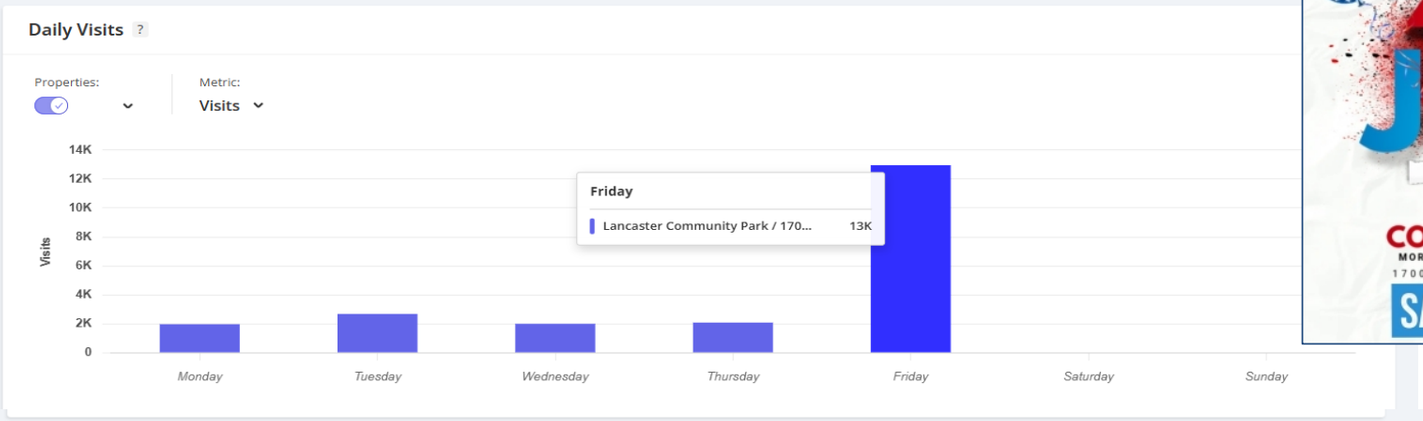
Duncanville City of Champions

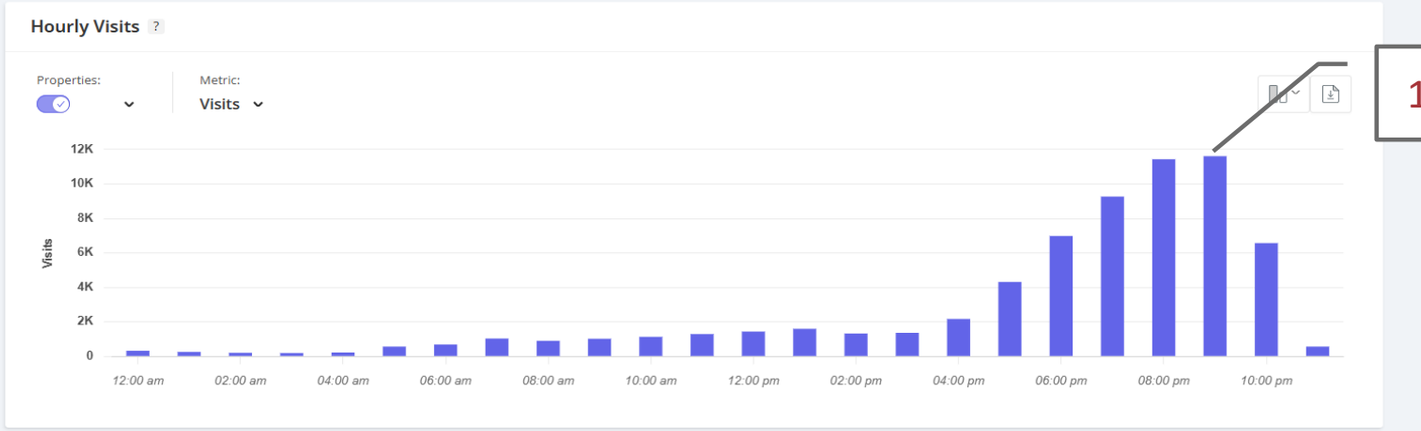
14



REGIONAL COMPETETION







11.6k at 9:00PM

Placer.ai

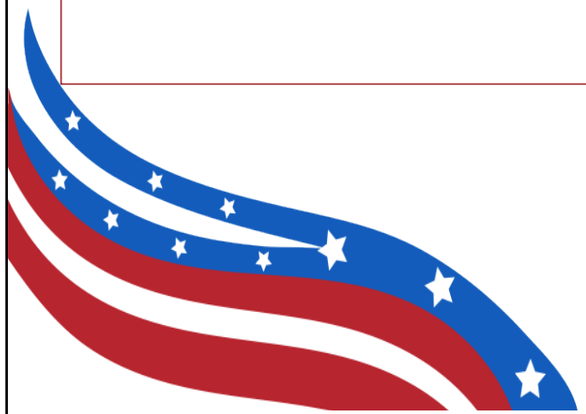
City of Duncanville

Duncanville
City of Champions

15

FOOD & VENDOR MARKET

- (20) Food Truck & Market Vendors
  - Total of 4 or **(20%)** of venders are local Duncanville businesses
- (40) Market Vendors
  - Total of 13 or **(32%)** of market vendors are local Duncanville businesses
- (7) of the Food Vendors sold out of products!





City of Duncanville

Duncanville
City of Champions

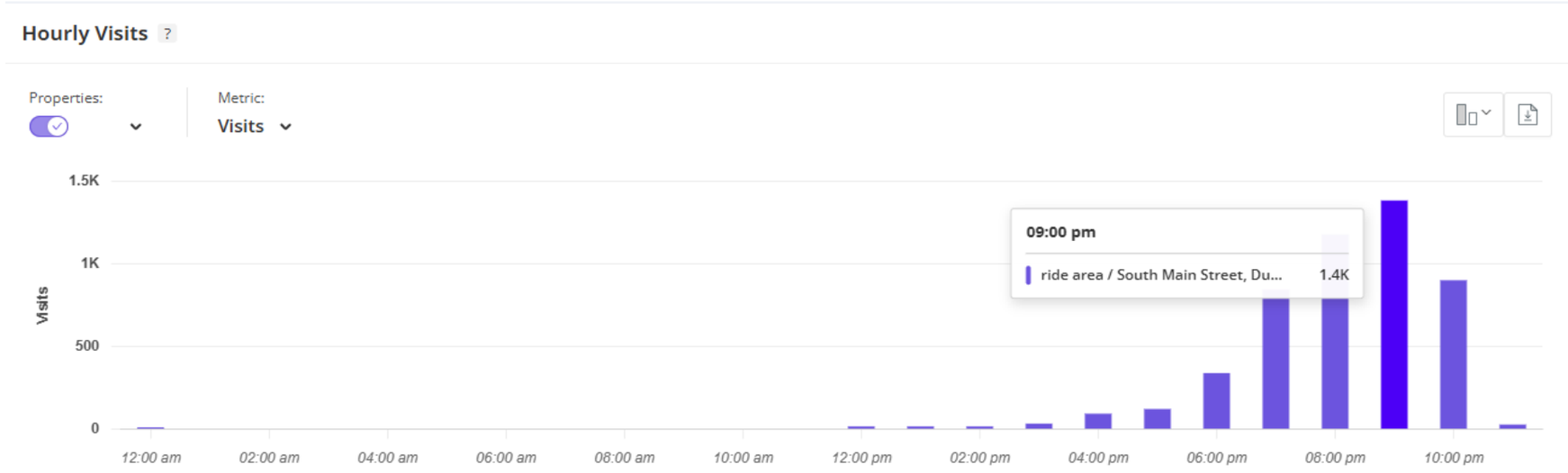
EVENT ACTIVITIES

AMUSEMENT RIDES	MARKETPLACE VENDORS
OBSTACLE COURSE	VIDEO GAME TRUCK
PHOTO OPS	NERF WAR GAME AREA
MOBILE FOOD VENDORS	SPLASH PAD
EMS/EMERGENCY STAFF	FACE PAINTER

City of Duncanville

Duncanville
City of Champions

RIDE AREA



OVER 3000 AMUSEMENT RIDE CUSTOMERS
PER RIDE OPERATORS

City of Duncanville

Duncanville
City of Champions

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EVENT INSIGHTS

POSITIVE OUTCOMES

- ❑ New Things
- ❑ Photo Ops
- ❑ Food/Market Locations
- ❑ Firework Show
- ❑ Splash Pad

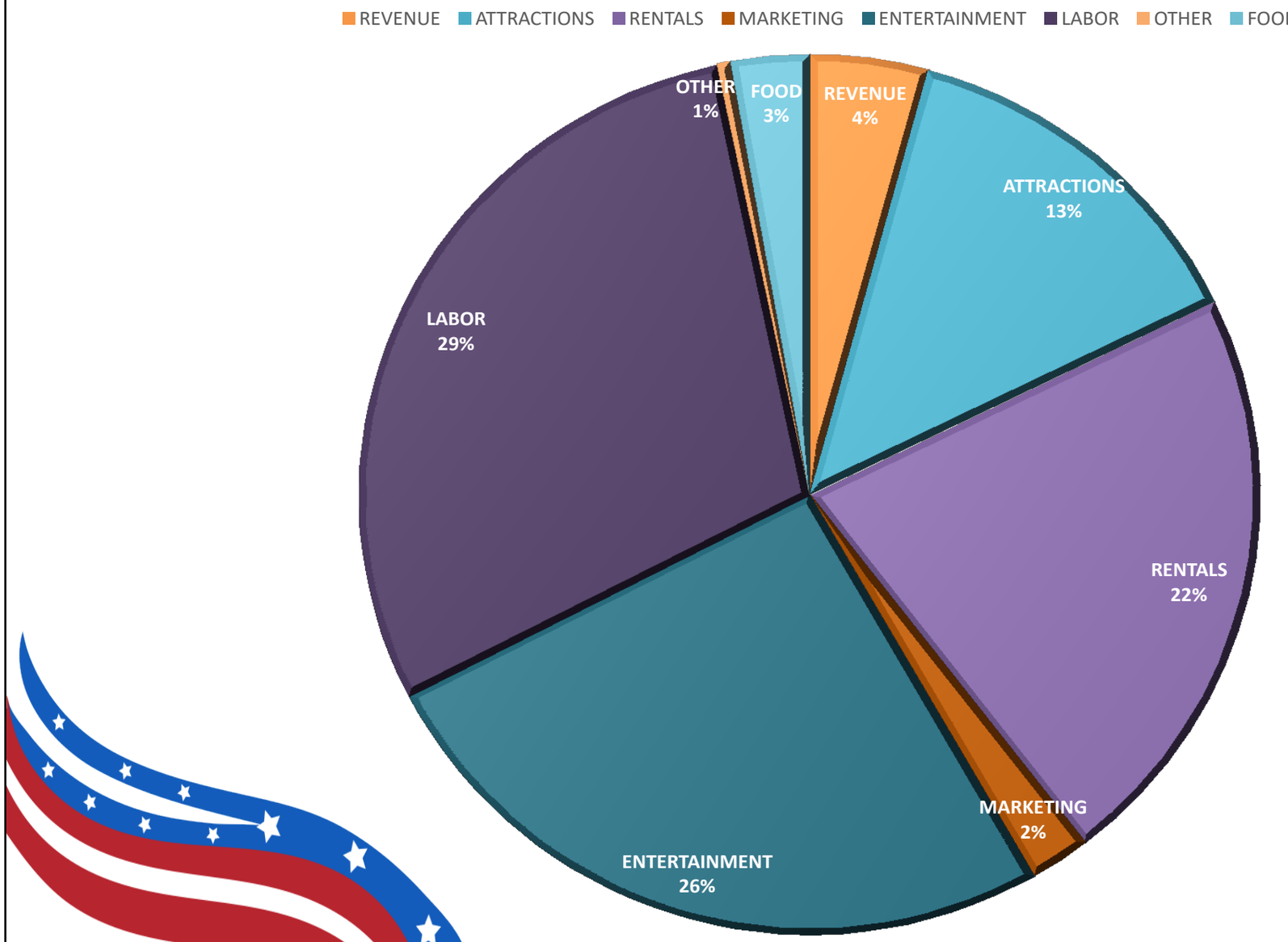
OPPORTUNITY FOR IMPROVEMENT

- ❑ More volunteers/staffing
- ❑ Tent requirement for leg weights
- ❑ Add more port-a-lets

City of Duncanville

Duncanville
City of Champions

FINANCIAL SUMMARY & EVENT COSTS: $161,545.74



City of Duncanville

Duncanville
City of Champions

20




Clay & Things
EST. 2023
Sweeties In A Cup
BAKED HOMEMADE SWEETS

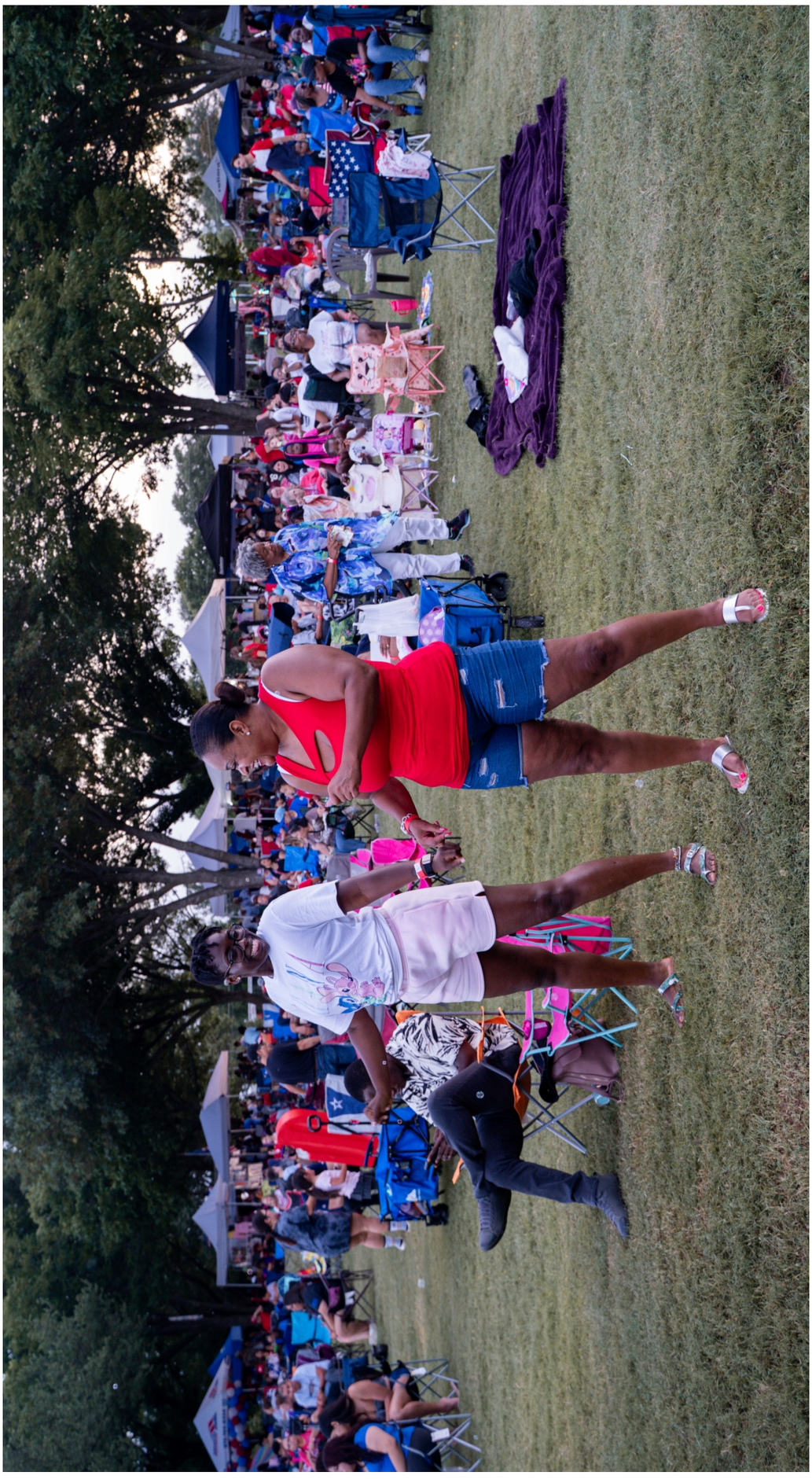

City of Champions
DUNCANVILLE
Pickles


FOURTH OF JULY




ENTRANCE









COMMUNITY FEEDBACK

Fireworks, the extra restrooms, the photo ops set up thru the park, the addition of carnival rides this year. And the better variety of food vendors with the added picnic table area!!

Entrance sign

Very impressed with all the vendors and food trucks saw Freedom Jeep I was like ok Duncanville

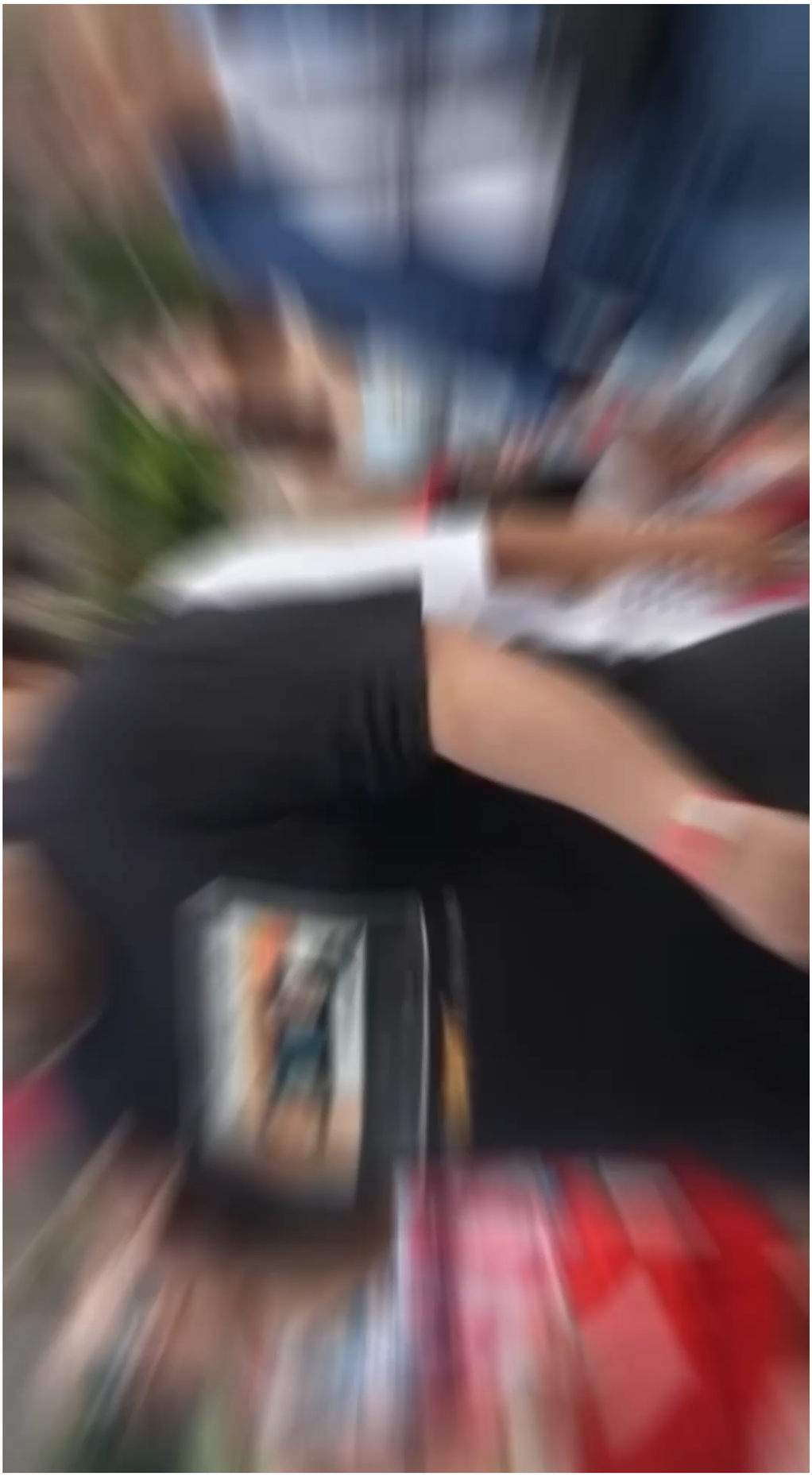
Attractions or rides for older kids

It was more organized compared to prior years. The music has been very good. Most of the areas were very clean

More rides and more face painters.

City of Duncanville

Duncanville City of Champions



THANK YOU

STAFF REPORT

MEETING: City Council - 05 Aug 2025

TITLE:
Monthly Financial Report as of June 30, 2025

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on all city funds and narratives with five-year comparison graphs for key funds, including the General, Utility, Economic Development, and Fieldhouse funds.

POLICY EXPLANATION:
The month of June is the nineth month of fiscal year 2024-2025. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 75%. Overall revenue for all funds is 76% and 54% for expenditures.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
25 June Monthly Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2024-2025
YEAR-TO-DATE OPERATIONS

AS OF JUNE 30, 2025

OCTOBER 1, 2024 - JUNE 30, 2025

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
7/23/2025

FY 2024-2025 Financial Report as of June 30, 2025

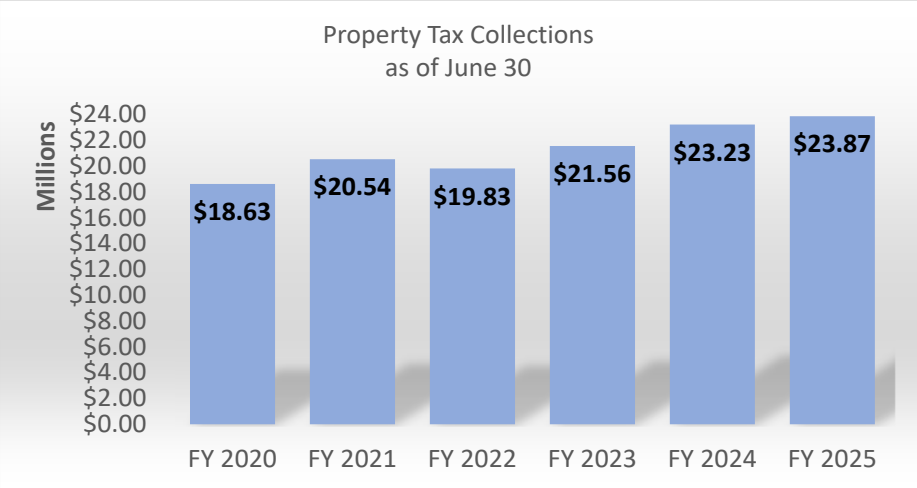
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures for the month of June 2025, compared to the budgetary numbers for fiscal year 2024-2025 and the actual numbers year-to-date for the fiscal year 2023-2024. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

June is the nineth month of the fiscal year. Revenues and Expenditures can vary throughout the year depending on time of collection or payments. The benchmark for budget usage is 75%. Overall, revenues collected are 76.4% and expenditures are 53.9% of the budget.

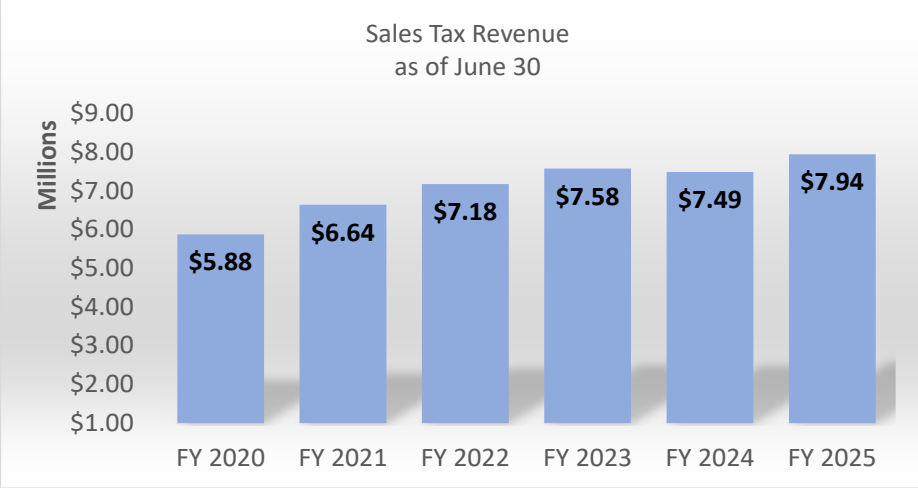
The charts throughout compare the revenues and expenditures to date, for the same period, for each fiscal year from FY 2020 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Total FY 2025 (for calendar year 2024) adjusted levy is $24.4 million.

SALES TAX COLLECTIONS



Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or 0.005 cents goes to Economic Development.

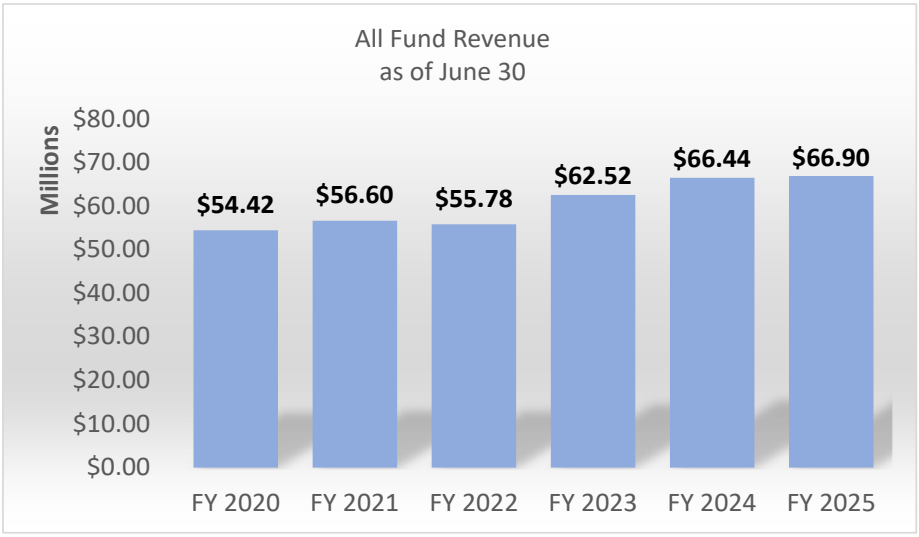
- Sales tax collections to date are for the months of October thru April
  - Collections are 6.1% greater than in the same period last year.
  - HDL Sales Tax Assurance projects a conservative increase of 2.5%, over the same time period last year, in total for the year.

Per HDL's quarterly forecast as of June 2025 on trends and economic drivers for Texas as a whole "HdL forecasts consistent and steady sales and use tax growth through the remainder of 2025 and into 2026. The underlying strength of the Texas economy, bolstered by continued population growth and strong employment figures, contributes to ongoing gains in taxable sales activity. While consumer spending remains a central driver, broader economic uncertainties persist. Global conflicts and their potential implications for oil and gas markets in addition to retail sectors contribute to an unpredictable global and domestic landscape. Although some tariff related concerns have eased, inflationary pressures and elevated borrowing costs remain key considerations. Despite persistent risks, steady consumer spending and business investment in Texas supports moderate economic expansion."

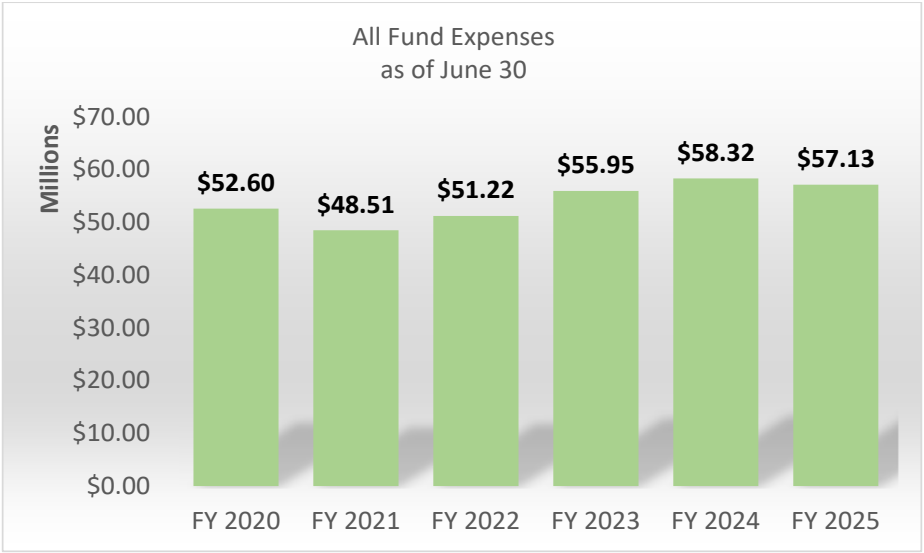
FY 2024-2025 Financial Report as of June 30, 2025

ALL FUNDS

Total revenue collected as of June 30 is $67 million. This is 76% of the total revenue budget for all funds. Revenue categories over the budget projection are interest income and other sources. The largest contributor to the other sources category is a refund received from the Trinity River Authority in the Utility Fund.



- Interest Income received to date is $2.5 million, 160% of the budget.

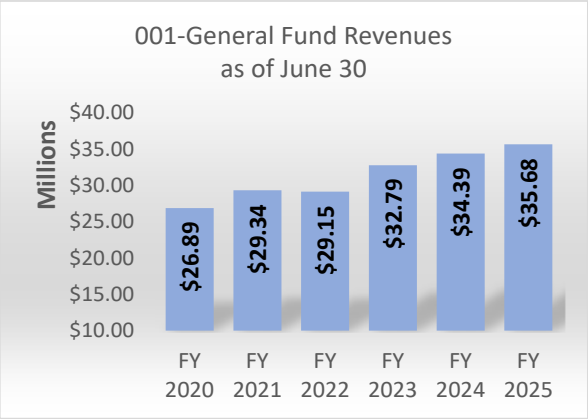


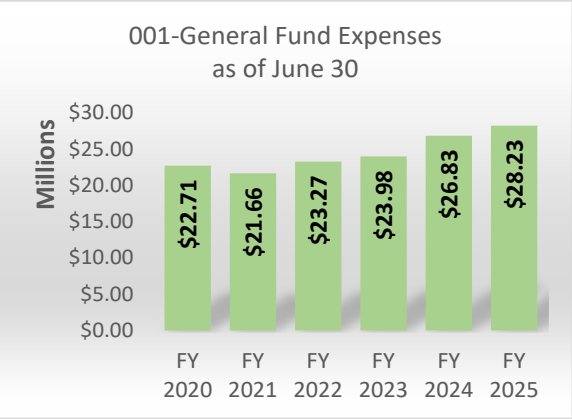
- Expenditures are 53.9% of the budget to date.

FY 2024-2025 Financial Report as of June 30, 2025

GENERAL FUND

The General Fund's *audited* ending fund balance for FY 2024 is $22.5 million. The excess over the 150 days maximum reserve is approximately $3.6 million.





General Fund Revenue Highlights:

- General Fund revenues are currently at 84% of the budget.
- Interest revenue received is $1.6 million. This is 108% of the budget and 16% less than June of 2024.
- Emergency Medical Service charges received to date are 105% of the budget.

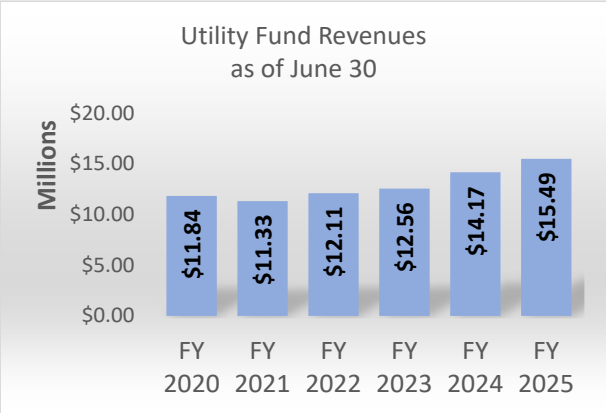
General Fund Expense Highlights:

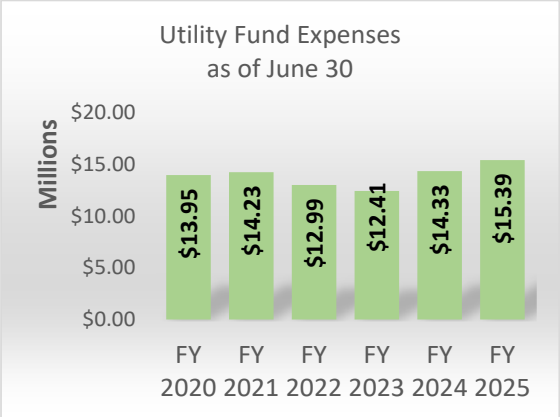
- Operating expenditures are 64% of the budget.
    - The revised budget has been amended per Ordinance 2540 to reflect the changes in salaries and benefits for Police and Fire with the 5% increase effective June 1.

FY 2024-2025 Financial Report as of June 30, 2025

UTILITY FUND

The Utility Operating Fund's *audited* ending fund balance for FY 2024 is $11.6 million. The excess over the 150 days maximum reserve is approximately $2.3 million. Fund balance for the Utility Fund uses working capital (Current assets minus current liabilities).



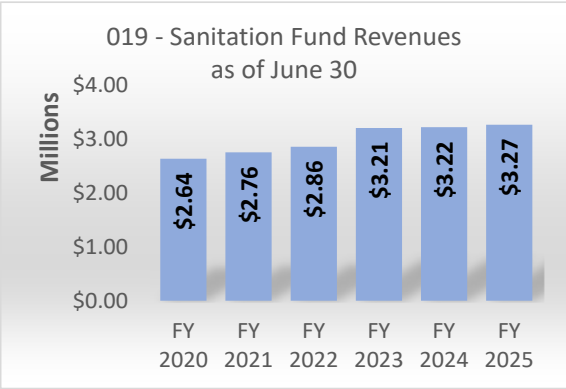


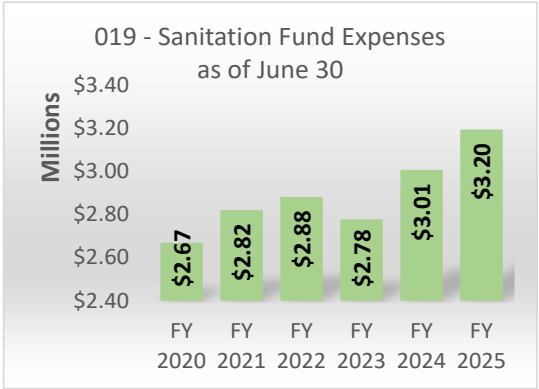
- Total revenue is 67.8% of the budget. Utility revenue is one month behind.
- Total expenditures are 67.7% of the budget. $7.9 million was spent with Trinity River Authority for wastewater treatment and Dallas Water Utilities for wholesale water.

SANITATION FUND

The Sanitation Fund beginning fund balance is $1.3 million.

- Total revenues are 67.7% of the budget. Utility revenue is one month behind.
- Total expenditures are 66.6% of the budget, including $2.8 million in garbage and landfill collection expenses.



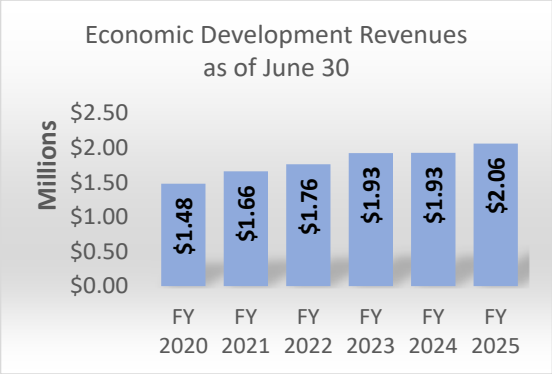


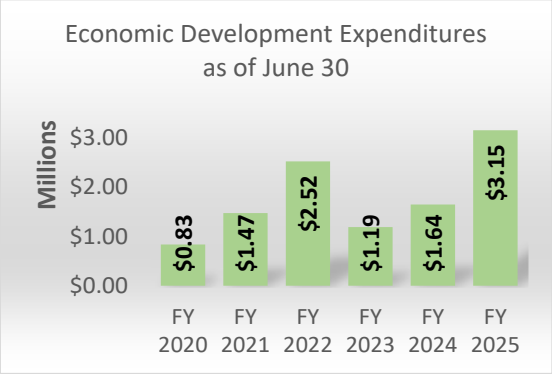
FY 2024-2025 Financial Report as of June 30, 2025

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $7.2 million

- Revenues are 62.8% of the budget. This is on target due to sales tax collected two months behind. Investment income applied is $56,956. Interest was not previously budgeted.



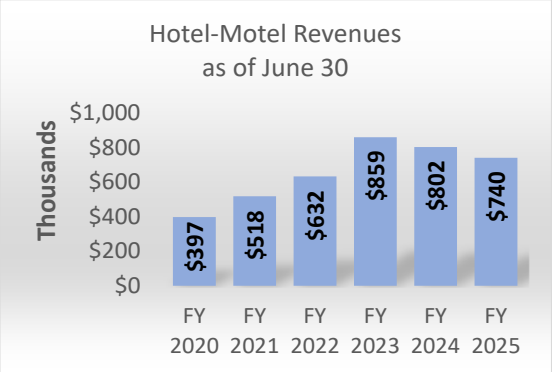


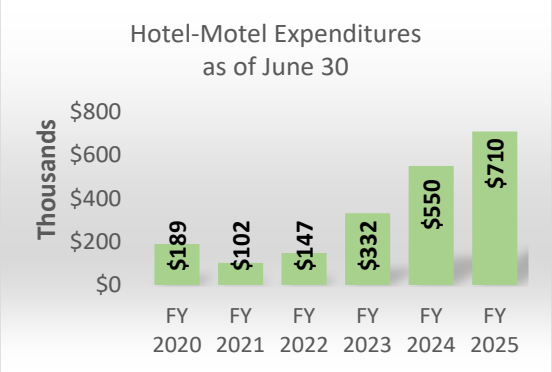
- Total expenditures are 65% of the budget, including $1.3 million paid out for business and community grants, and $537 thousand for the final Fieldhouse debt paid in February.

HOTEL – MOTEL

The Hotel-Motel unaudited beginning fund balance is $4.6 million.

- Revenues are 80% of the budget. Revenues received are 7% occupancy tax.
- Expenditures are 25.9% of the budget. Paid tax grants to date include Chamber, Hoopfest, Sky Elements for the Christmas drone show, Lions Club, and the Theatre. $346 thousand paid to date.
- Fieldhouse began HVAC and Roof projects this month.

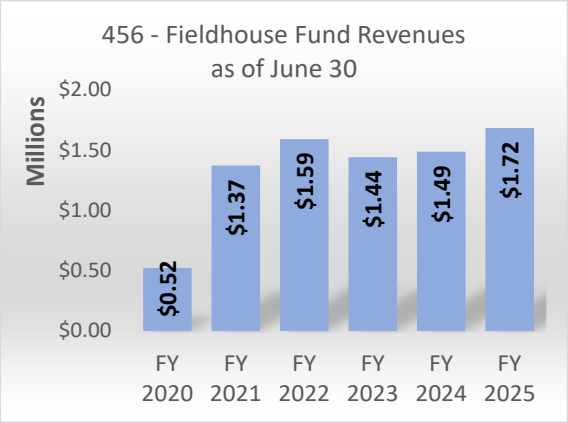


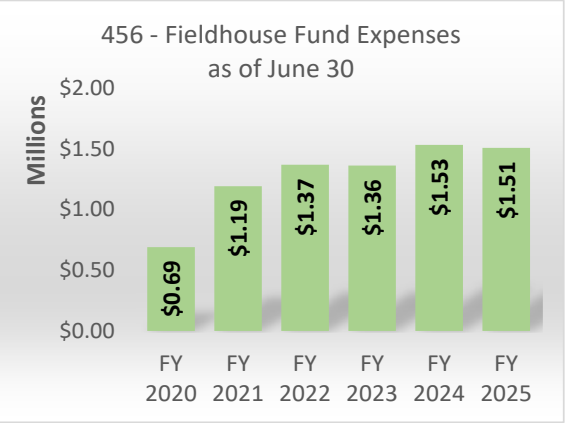


FY 2024-2025 Financial Report as of June 30, 2025

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$1.8 million.





- Total revenues are 80.5% of the budget.
  - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.
  - Revenue includes the transfer from Economic Development for debt payment.
  - Camp revenue through the end of June is $144 thousand, 78% of its budget.

- Expenditures are 74% of the budget.

FY 2024-2025 Financial Report as of June 30, 2025

Duncanville City of Champions

HOW TO READ THE REPORT

The financial report includes snapshots of each fund. The larger funds such as the General Fund and the Utilities Fund include the revenue and expenses grouped into categories. Additionally, for the general fund there is a complete list of revenues by account and expenses by division. The smaller funds and CIP funds include the total revenue and total expenses only. The categories are explained on the next page.

COLUMNS	A	B	C	D	E	F	G	H
		CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES		YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES		$197,757	$923,000	21.43%	$177,511	19.88%	$20,246	11.41%
55 - INTEREST		0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES		411	0	0.00%	0	0.00%	411	0.00%
Revenue Total		$198,168	$923,000	21.47%	$177,511	19.87%	$20,657	11.64%
Expense								
60 - SALARY AND BENEFITS		$3,174	$102,585	3.09%	$19,517	20.84%	($16,343)	-83.74%
72 - SUPPLIES & MATERIALS		0	7,658	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS		150,147	644,459	23.30%	253,628	36.22%	(103,482)	-40.80%
76 - CAPITAL OUTLAY		$0	$1,425,000	0.00%	$0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS		15,059	60,236	25.00%	8,904	25.00%	6,155	69.13%
79 - OTHER FINANCING USES		0	2,995	0.00%	0	0.00%	0	0.00%
Expense Total		$168,379	$2,242,933	7.51%	$282,050	33.64%	($113,670)	-40.30%
Net Income (Loss)		**$29,788**	**($1,319,933)**		**($104,539)**			

Column A: Lists the revenue and expense category.

Column B: Lists the year-to-date actuals as of the date of the report. The actuals are what was collected and booked into the financial system and the expenses paid as of the date of the report.

Column C: Lists the total budget for all accounts grouped in the category.

Column D: Lists the % of budget used. Simply, it's the actuals divided by the budget. It is a gage of financial performance, and an indication of the pace of collections or expenses compared to the benchmark.

Column E: Lists the prior fiscal year to date actuals. The purpose of this column is to compare how much was collected or expended for the same period in the previous year.

Column F: Lists the % of budget used for the same period in the previous year.

Column G: Lists the variance, or the difference, between what was collected or expended in the current year versus the previous year for the same period.

Column H: List the variance, or the difference, between the current and prior year for the same period in a percentage format. In the example above, to date, this fund shows to have spent $113 thousand less, or 40% less, compared to the same period last year.

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software. Hospitality and employee appreciation expenses were recently located under this category moved from “Other Financing Uses”.
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. Training and Development was recently relocated under this category from the “Other Financing Uses category.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.

9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In the Economic Development fund 012 – grants and development incentives are budgeted in this category.

ALL FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$23,875,001	$24,454,564	97.63%	$579,563	$23,227,851	99.29%	$647,150	2.79%
51 - SALES & OTHER TAXES	8,727,792	14,440,852	60.44%	5,713,060	8,357,015	57.52%	370,778	4.44%
52 - PERMITS & LICENSES	608,565	763,525	79.70%	154,960	529,234	81.73%	79,332	14.99%
53 - FINES & FEES	267,321	341,100	78.37%	73,779	241,468	63.95%	25,853	10.71%
54 - INTERGOV REVENUES	568,124	605,996	93.75%	37,872	3,900,051	216.36%	(3,331,927)	-85.43%
55 - INTEREST	2,558,333	1,605,600	159.34%	(952,733)	3,040,415	250.27%	(482,082)	-15.86%
56 - FRANCHISE FEE REV	1,207,235	2,060,000	58.60%	852,765	1,213,178	58.33%	(5,943)	-0.49%
57 - CHARGES FOR SERVICES	20,456,308	31,351,673	65.25%	10,895,365	17,956,029	62.28%	2,500,279	13.92%
58 - TRANSFER FROM FUNDS	5,645,691	9,580,758	58.93%	3,935,067	5,398,991	57.77%	246,699	4.57%
59 - OTHER SOURCES	2,989,250	2,287,541	130.68%	(701,709)	2,576,604	105.96%	412,646	16.02%
Revenue Total	**$66,903,620**	**$87,491,609**	**76.47%**	**$20,587,989**	**$66,440,836**	**78.48%**	**$462,784**	**0.70%**
Expense								
60 - SALARY AND BENEFITS	$21,782,508	$32,000,989	68.07%	$10,218,481	$21,564,918	71.81%	$217,590	1.01%
72 - SUPPLIES & MATERIALS	2,519,904	4,401,768	57.25%	1,881,865	1,744,982	38.91%	774,922	44.41%
73 - CONTRACT & PROF SVCS	17,918,180	28,073,452	63.83%	10,155,272	15,969,093	59.21%	1,949,087	12.21%
74 - MAINT & REPAIR SVCS	1,097,390	2,424,139	45.27%	1,326,749	1,240,334	53.02%	(142,944)	-11.52%
75 - UTILITIES	1,079,398	1,372,219	78.66%	292,821	1,055,605	84.32%	23,793	2.25%
76 - CAPITAL OUTLAY	3,062,973	22,222,415	13.78%	19,159,442	8,138,483	27.78%	(5,075,510)	-62.36%
77 - DEBT SERVICES	1,714,641	2,024,506	84.69%	309,866	1,696,016	83.94%	18,625	1.10%
78 - TRANSFER TO FUNDS	6,415,801	10,594,459	60.56%	4,178,658	6,282,945	59.82%	132,856	2.11%
79 - OTHER FINANCING USES	1,541,579	2,815,735	54.75%	1,274,156	627,568	16.15%	914,010	145.64%
Expense Total	**$57,132,373**	**$105,929,683**	**53.93%**	**$48,797,310**	**$58,319,944**	**52.64%**	**$1,187,571**	**-2.04%**
Net Income (Loss)	**$9,771,247**	**($18,438,075)**			**$8,120,892**			

001 - GENERAL FUND
AS OF JUNE 30, 2025

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025 CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY Month Actual	PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue									
50 - PROPERTY TAXES	$61,588	$22,425,375	$22,939,008	97.76%	$43,677	$21,726,493	99.16%	$698,882	3.22%
51 - SALES & OTHER TAXES	867,035	6,009,691	10,237,445	58.70%	801,336	5,683,574	55.44%	326,117	5.74%
52 - PERMITS & LICENSES	46,375	608,565	763,525	79.70%	38,422	529,234	81.73%	79,332	14.99%
53 - FINES & FEES	62,894	245,864	313,600	78.40%	21,979	220,141	62.88%	25,723	11.68%
54 - INTERGOV REVENUES	4,887	142,036	350,810	40.49%	11,426	195,209	56.12%	(53,173)	-27.24%
55 - INTEREST	209,858	1,620,509	1,500,000	108.03%	232,883	1,930,351	170.05%	(309,842)	-16.05%
56 - FRANCHISE FEE REV	0	999,957	1,785,000	56.02%	15,637	967,831	55.15%	32,125	3.32%
57 - CHARGES FOR SERVICES	94,000	1,240,620	1,314,000	94.42%	73,707	810,919	70.69%	429,701	52.99%
58 - TRANSFER FROM FUNDS	233,056	2,097,502	2,802,670	74.84%	232,409	2,091,679	74.81%	5,824	0.28%
59 - OTHER SOURCES	28,041	285,159	469,250	60.77%	49,582	237,843	53.06%	47,316	19.89%
Revenue Total	**$1,607,733**	**$35,675,277**	**$42,475,308**	**83.99%**	**$1,521,059**	**$34,393,272**	**84.32%**	**$1,282,005**	**3.73%**
Expense									
60 - SALARY AND BENEFITS	$2,124,674	$18,996,417	$27,731,813	68.50%	$2,039,324	$18,898,649	72.77%	$97,768	0.52%
72 - SUPPLIES & MATERIALS	271,098	1,848,787	2,850,821	64.85%	98,113	1,056,825	46.78%	791,962	74.94%
73 - CONTRACT & PROF SVCS	273,407	4,501,678	8,750,059	51.45%	349,571	4,152,371	46.77%	349,307	8.41%
74 - MAINT & REPAIR SVCS	1,258	872,099	1,803,922	48.34%	132,981	974,182	55.39%	(102,083)	-10.48%
75 - UTILITIES	78,731	839,881	1,125,733	74.61%	(2,490)	847,020	86.27%	(7,139)	-0.84%
76 - CAPITAL OUTLAY	94	437,349	582,122	75.13%	19,538	76,553	28.61%	360,797	471.31%
78 - TRANSFER TO FUNDS	59,269	734,005	1,053,312	69.69%	70,653	815,362	72.71%	(81,357)	-9.98%
79 - OTHER FINANCING USES	0	(698)	(57,515)	1.21%	190	5,355	19.43%	(6,053)	-113.03%
Expense Total	**$2,808,532**	**$28,229,519**	**$43,840,268**	**64.39%**	**$2,707,881**	**$26,826,317**	**65.01%**	**$1,403,201**	**5.23%**
Net Income (Loss)	**($1,200,799)**	**$7,445,758**	**($1,364,960)**		**($1,186,822)**	**$7,566,955**			

	FY 25 BUDGET
AUDITED BEGINNING FUND BALANCE	**$ 22,504,253**
UNAUDITED ENDING FUND BALANCE	**$ 21,139,293**
FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	48.2%
# of Days Coverage	176
Reserve Minimum $$ (90 Days)	$ 10,473,364
Reserve Maximum $$ (150 Days)	$ 17,455,606
Excess over Maximum $$	**$ 3,683,687**

001 - GENERAL FUND
AS OF JUNE 30, 2025

UNAUDITED REVENUES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
50 - PROPERTY TAXES							
501101 - CURRENT TAXES	$22,144,248	$22,689,008	97.60%	$21,459,490	99.26%	$684,758	3.19%
501102 - DELINQUENT TAXES	134,671	150,000	89.78%	152,360	105.08%	(17,689)	-11.61%
501103 - PENALTIES AND INTEREST	146,455	100,000	146.46%	114,643	79.06%	31,813	27.75%
50 - PROPERTY TAXES Total	**$22,425,375**	**$22,939,008**	**97.76%**	**$21,726,493**	**99.16%**	**$698,882**	**3.22%**
51 - SALES & OTHER TAXES							
501201 - STATE SALES TAX CITY PORTION	$3,971,872	$6,775,482	58.62%	$3,743,273	55.30%	$228,598	6.11%
501202 - SALES TAX PROPERTY TAX RELIEF	1,985,936	3,351,963	59.25%	1,871,637	55.30%	114,299	6.11%
501204 - ALCOHOLIC BEVERAGE TAX	51,884	110,000	47.17%	68,664	69.36%	(16,780)	-24.44%
51 - SALES & OTHER TAXES Total	**$6,009,691**	**$10,237,445**	**58.70%**	**$5,683,574**	**55.44%**	**$326,117**	**5.74%**
52 - PERMITS & LICENSES							
502101 - BUILDING PERMITS	$405,466	$442,025	91.73%	$263,198	75.20%	$142,267	54.05%
502102 - ELECTRICAL PERMITS	17,010	35,000	48.60%	34,711	128.56%	(17,701)	-51.00%
502103 - SOLICITOR LICENSES	675	500	135.00%	150	30.00%	525	350.00%
502106 - SIGN PERMITS	10,623	20,000	53.12%	13,500	75.00%	(2,877)	-21.31%
502108 - HEALTH FOOD INSPECTION FEES	33,403	71,000	47.05%	52,020	69.36%	(18,617)	-35.79%
502109 - PLUMBING AND AC PERMITS	75,458	60,000	125.76%	54,897	91.50%	20,561	37.45%
502111 - ZONING & SPEC USE PERMIT	8,158	15,000	54.39%	9,275	77.29%	(1,117)	-12.04%
502114 - RENTAL PROPERTY REGISTRATION	14,825	55,000	26.95%	47,285	85.97%	(32,460)	-68.65%
502120 - ALARM PERMITS	36,047	60,000	60.08%	48,747	108.33%	(12,700)	-26.05%
502122 - POOL OR SPA INSPECTION FEE	6,900	5,000	138.00%	5,450	109.00%	1,450	26.61%
52 - PERMITS & LICENSES Total	**$608,565**	**$763,525**	**79.70%**	**$529,234**	**81.73%**	**$79,332**	**14.99%**
53 - FINES & FEES							
502107 - WRECKER AND STORAGE FEES	$29,872	$0	0.00%	$0	0.00%	$29,872	0.00%
502113 - SMALL CELL/ NETWORK NODE FEES	509	0	0.00%	0	0.00%	509	0.00%
503101 - MUNICIPAL COURT FINES	170,692	250,000	68.28%	171,361	62.31%	(668)	-0.39%
503102 - COURT RELATED FEES	39,219	50,000	78.44%	44,781	74.63%	(5,561)	-12.42%
503103 - SCHOOL CROSSING FEES	1,391	2,500	55.62%	1,649	65.97%	(259)	-15.68%
503201 - LIBRARY FINES	3,150	6,000	52.51%	2,243	44.87%	907	40.43%
503301 - FALSE ALARM FINES	1,030	5,000	20.60%	185	2.47%	845	456.76%
509609 - RETURN CHECK FEES	(0)	100	0.00%	78	-77.85%	78	-100.00%
53 - FINES & FEES Total	**$245,864**	**$313,600**	**78.40%**	**$220,141**	**62.88%**	**$25,723**	**11.68%**

001 - GENERAL FUND
AS OF JUNE 30, 2025

UNAUDITED REVENUES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES							
504102 - DISD SCHOOL CROSSING GUARDS	$26,003	$50,310	51.68%	$40,229	79.96%	($14,227)	-35.36%
504103 - DALLAS CNTY CROSSING GUARD REV	35,082	40,000	87.70%	30,154	75.38%	4,928	16.34%
504109 - REIMB FOR REG EMERG MANAGER	53,925	150,500	35.83%	45,051	30.53%	8,874	19.70%
507105 - SENIOR MEAL DONATIONS	334	0	0.00%	2,067	0.00%	(1,733)	-83.85%
508201 - FEDERAL GRANTS	0	50,000	0.00%	0	0.00%	(0)	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	26,693	60,000	44.49%	0	0.00%	26,693	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	0.00%	77,708	155.42%	(77,708)	-100.00%
54 - INTERGOV REVENUES Total	**$142,036**	**$350,810**	**40.49%**	**$195,209**	**56.12%**	**($53,173)**	**-27.24%**
55 - INTEREST							
505101 - INTEREST ON GOVT POOL INVEST	$833,989	$1,000,000	83.40%	$1,018,028	193.79%	($184,039)	-18.08%
505103 - CERT OF DEPOSIT INTEREST	146,605	100,000	146.60%	151,976	148.15%	(5,372)	-3.53%
505106 - MONEY MARKET INTEREST	639,915	400,000	159.98%	760,346	149.90%	(120,432)	-15.84%
55 - INTEREST Total	**$1,620,509**	**$1,500,000**	**108.03%**	**$1,930,351**	**170.05%**	**($309,842)**	**-16.05%**
56 - FRANCHISE FEE REV							
501301 - FRANCHISE FEE ELECTRIC	$540,732	$1,150,000	47.02%	$518,292	45.07%	$22,440	4.33%
501302 - FRANCHISE FEE GAS	367,933	425,000	86.57%	338,224	86.72%	29,709	8.78%
501303 - FRANCHISE FEE TELEPHONE	32,806	70,000	46.87%	41,477	55.30%	(8,672)	-20.91%
501304 - FRANCHISE FEE CABLE TV	58,486	140,000	41.78%	69,838	49.88%	(11,352)	-16.26%
56 - FRANCHISE FEE REV Total	**$999,957**	**$1,785,000**	**56.02%**	**$967,831**	**55.15%**	**$32,125**	**3.32%**
57 - CHARGES FOR SERVICES							
502105 - EMERGENCY MEDICAL SERVICE	$1,053,605	$1,000,000	105.36%	$565,685	62.85%	$487,920	86.25%
507102 - RECREATION FEES	136,924	250,000	54.77%	178,633	89.32%	(41,709)	-23.35%
507104 - SENIOR CENTER ANNUAL USER FEE	8,860	3,000	295.33%	3,593	163.30%	5,267	146.62%
507106 - RECREATION CENTER CAMPS	0	0	0.00%	650	0.00%	(650)	-100.00%
507107 - RECREATION CENTER CLASSES	18,123	25,000	72.49%	22,028	137.68%	(3,906)	-17.73%
507108 - SPECIAL EVENTS	4,314	16,000	26.96%	23,364	146.03%	(19,051)	-81.54%
507109 - SENIOR CLASS/TRIPS	3,440	3,000	114.67%	4,190	139.67%	(750)	-17.90%
509603 - LIBRARY SERVICE FEES	15,355	17,000	90.32%	12,776	127.76%	2,579	20.18%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0.00%	0	0.00%	(0)	0.00%
57 - CHARGES FOR SERVICES Total	**$1,240,620**	**$1,314,000**	**94.42%**	**$810,919**	**70.69%**	**$429,701**	**52.99%**

001 - GENERAL FUND
AS OF JUNE 30, 2025

UNAUDITED REVENUES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
58 - TRANSFER FROM FUNDS							
598002 - PILOT FEE TZ-CITY WWW UTILITY	$1,056,823	$1,409,097	75.00%	$1,156,561	75.00%	($99,739)	-8.62%
599002 - TRANS FROM UTILITY FUND-002	815,074	1,086,766	75.00%	799,045	75.00%	16,030	2.01%
599010 - TRANS FROM HOTEL FUND-010	45,177	60,236	75.00%	26,712	75.00%	18,465	69.13%
599012 - TRANS FROM EDC FUND-012	180,428	240,571	75.00%	109,361	75.00%	71,068	64.98%
599230 - TRANS FROM JUVENILE FUND-230	0	6,000	0.00%	0	0.00%	(0)	0.00%
58 - TRANSFER FROM FUNDS Total	**$2,097,502**	**$2,802,670**	**74.84%**	**$2,091,679**	**74.81%**	**$5,824**	**0.28%**
59 - OTHER SOURCES							
503202 - LIBRARY DONATIONS	$0	$0	0.00%	$0	0.00%	($0)	0.00%
509101 - SALE OF FIXED ASSETS	0	0	0.00%	0	0.00%	(0)	0.00%
509105 - SALE OF MATERIALS	0	3,750	0.00%	552	14.72%	(552)	-100.00%
509201 - INSURANCE RECOVERY	9,018	75,000	12.02%	18,131	0.00%	(9,112)	-50.26%
509601 - MISCELLANEOUS REVENUE	111,390	100,000	111.39%	57,087	57.09%	54,303	95.12%
509602 - CASH OVER AND SHORT	773	0	0.00%	663	0.00%	(1,436)	-216.61%
509604 - POLICE ACCIDENT REPORTS	1,897	3,500	54.20%	3,692	105.48%	(1,795)	-48.61%
509606 - AUCTION PROCEEDS	12,442	0	0.00%	0	0.00%	12,442	0.00%
509612 - CITY SERVICES REIMBURSEMENT	6,973	54,000	12.91%	5,729	9.88%	1,244	21.72%
509613 - WORKERS COMP REIMBURSEMENT	29,213	45,000	64.92%	22,335	49.63%	6,878	30.79%
509614 - RENTAL OF TOWER	109,998	175,000	62.86%	121,379	53.95%	(11,381)	-9.38%
509617 - LEASE INCOME	0	0	0.00%	0	0.00%	(0)	0.00%
509618 - GAS WELL OIL REVENUE	5,000	13,000	38.46%	8,063	62.02%	(3,063)	-37.99%
509623 - CLAIM REIMBURSEMENTS	0	0	0.00%	212	0.00%	(212)	-100.00%
588888 - REVENUE SUSPENSE	0	0	0.00%	0	0.00%	(0)	0.00%
59 - OTHER SOURCES Total	**$285,159**	**$469,250**	**60.77%**	**$237,843**	**53.06%**	**$47,316**	**19.89%**
Grand Total	**$35,675,277**	**$42,475,308**	**83.99%**	**$34,393,272**	**84.32%**	**$1,282,005**	**3.73%**

001 - GENERAL FUND
AS OF JUNE 30, 2025

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.							
01011000 - MAYOR AND COUNCIL	$37,764	$92,610	40.78%	$61,641	56.77%	($23,878)	-38.74%
01011020 - MAYOR	1,429	8,500	16.81%	1,334	15.70%	94	7.07%
01011021 - DISTRICT 1	1,792	7,000	25.59%	996	14.23%	796	79.88%
01011022 - DISTRICT 2	1,134	7,000	16.19%	42	0.61%	1,091	2574.66%
01011023 - DISTRICT 3	1,739	7,000	24.85%	0	0.00%	1,739	0.00%
01011024 - DISTRICT 4	5,617	7,000	80.24%	5,822	83.18%	(205)	-3.53%
01011025 - DISTRICT 5	2,298	7,000	32.83%	836	11.94%	1,462	174.92%
01011026 - DISTRICT AT LARGE	6,053	7,000	86.47%	3,165	45.21%	2,889	91.28%
01011100 - CITY ADMINISTRATION	546,049	886,593	61.59%	527,867	68.20%	18,183	3.44%
01011200 - CITY SECRETARY	273,265	365,144	74.84%	219,943	62.06%	53,322	24.24%
01011300 - HUMAN RESOURCES	461,515	603,386	76.49%	411,762	76.67%	49,753	12.08%
01011400 - INFO TECHNOLOGY	953,247	1,326,552	71.86%	939,873	60.10%	13,374	1.42%
01011500 - PUBLIC INFORMATION OFFICE	415,808	594,917	69.89%	346,119	69.60%	69,689	20.13%
01011600 - PUBLIC LIBRARY	649,013	1,160,399	55.93%	763,015	67.89%	(114,002)	-14.94%
01011700 - CITY MARSHAL	78,994	120,577	65.51%	77,609	64.62%	1,385	1.78%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$3,435,717**	**$5,200,679**	**66.06%**	**$3,360,024**	**65.50%**	**$75,693**	**2.25%**
0102 - FISCAL SERVICES DEPT.							
01022000 - ACCOUNTING & REPORTING	$850,736	$1,266,538	67.17%	$743,677	66.14%	$107,058	14.40%
01022300 - MUNICIPAL COURT	368,850	577,916	63.82%	361,041	67.11%	7,809	2.16%
01022500 - PROCUREMENT OFFICE	185,046	273,070	67.77%	166,249	68.32%	18,798	11.31%
0102 - FISCAL SERVICES DEPT. Total	**$1,404,632**	**$2,117,524**	**66.33%**	**$1,270,967**	**66.69%**	**$133,665**	**10.52%**
0103 - NEIGHBORHOOD & PLANNING DEPT.							
01036401 - PLANNING SERVICES	78,632	238,779	32.93%	126,801	59.13%	($48,169)	-37.99%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$78,632**	**$238,779**	**32.93%**	**$126,801**	**59.13%**	**($48,169)**	**-37.99%**

001 - GENERAL FUND
AS OF JUNE 30, 2025

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
0104 - PARK AND RECREATION DEPT.							
01044000 - PARK & REC ADMINISTRATION	$220,120	$312,811	70.37%	$205,620	70.90%	$14,500	7.05%
01044100 - REC PROGRAM ADMIN	328,993	539,577	60.97%	301,480	66.96%	27,513	9.13%
01044200 - SPECIAL EVENTS ADMIN	41,515	102,950	40.33%	211,868	63.85%	(170,353)	-80.41%
01044300 - ATHLETIC PROGRAMMING	364,621	587,980	62.01%	360,531	79.57%	4,089	1.13%
01044500 - HORTICULTURE	141,501	213,329	66.33%	137,115	70.68%	4,386	3.20%
01044600 - PARK GROUNDS MAINTENANCE	1,250,212	2,273,152	55.00%	1,114,450	63.89%	135,762	12.18%
01044900 - SENIOR CENTER	181,315	280,910	64.55%	197,484	71.44%	(16,169)	-8.19%
0104 - PARK AND RECREATION DEPT. Total	**$2,528,277**	**$4,310,709**	**58.65%**	**$2,528,549**	**67.61%**	**($272)**	**-0.01%**
0105 - POLICE SERVICES DEPT.							
01055000 - POLICE ADMINISTRATION	$2,082,333	$2,710,390	76.83%	$1,886,283	72.68%	$196,050	10.39%
01055100 - PATROL	4,398,855	6,359,963	69.16%	4,087,676	71.80%	311,179	7.61%
01055200 - CRIMINAL INVESTIGATION	1,195,909	1,661,855	71.96%	1,038,975	66.73%	156,935	15.10%
01055300 - ANIMAL CONTROL	399,384	558,231	71.54%	286,416	49.55%	112,967	39.44%
01055400 - SCHOOL GUARDS	78,200	98,090	79.72%	80,210	79.72%	(2,010)	-2.51%
01055500 - CRIME PREVENTION	120,505	183,720	65.59%	115,920	68.97%	4,586	3.96%
01055600 - SWAT ORG	83,124	143,380	57.97%	74,412	50.95%	8,711	11.71%
01055700 - RECORDS	323,044	411,164	78.57%	263,999	69.72%	59,045	22.37%
01055900 - POLICE SPECIAL SERVICES	368,137	486,936	75.60%	255,902	62.05%	112,235	43.86%
0105 - POLICE SERVICES DEPT. Total	**$9,049,490**	**$12,613,729**	**71.74%**	**$8,089,792**	**69.57%**	**$959,698**	**11.86%**
0106 - PUBLIC WORKS DEPT.							
01036100 - BUILDING INSPECTION	$457,773	$751,950	60.88%	$411,285	64.16%	$46,488	11.30%
01036500 - CODE ENFORCEMENT	$227,978	$464,410	49.09%	$350,325	66.72%	(122,347)	-34.92%
01036580 - CDBG CODE ENFORCEMENT	$60,534	$90,616	66.80%	$60,118	71.24%	416	0.69%
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$430,104	$571,365	75.28%	$335,512	57.72%	94,592	28.19%
01066200 - STREET MAINTENANCE	1,121,733	3,457,584	32.44%	1,138,231	33.61%	(16,498)	-1.45%
01066300 - TRAFFIC OPERATIONS	608,859	1,374,171	44.31%	368,798	33.21%	240,061	65.09%
01066700 - EQUIPMENT SERVICES	1,191,154	1,725,643	69.03%	783,953	58.46%	407,201	51.94%
01066800 - BUILDING MAINTENANCE	832,526	1,121,402	74.24%	814,460	77.77%	18,067	2.22%
0106 - PUBLIC WORKS DEPT. Total	**$4,930,660**	**$9,557,140**	**51.59%**	**$4,262,681**	**48.90%**	**$667,979**	**15.67%**

001 - GENERAL FUND
AS OF JUNE 30, 2025

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
0107 - FIRE SERVICES DEPT.							
01077000 - FIRE ADMINISTRATION	$478,051	$734,367	65.10%	$480,531	70.11%	($2,480)	-0.52%
01077100 - FIRE PREVENTION	292,799	389,985	75.08%	264,581	74.47%	28,218	10.67%
01077200 - FIRE SUPPRESSION	3,975,986	5,788,870	68.68%	4,184,167	80.65%	(208,181)	-4.98%
01077300 - ADVANCED LIFE SUPPORT	1,401,606	2,015,442	69.54%	1,199,394	66.77%	202,212	16.86%
01077500 - EMERGENCY MANAGEMENT ADMIN	143,448	226,114	63.44%	128,059	64.93%	15,389	12.02%
0107 - FIRE SERVICES DEPT. Total	**$6,291,891**	**$9,154,778**	**68.73%**	**$6,256,732**	**76.09%**	**$35,159**	**0.56%**
0108 - NON-DEPARTMENTAL							
01088000 - GENERAL NON DEPARTMENTAL	$448,904	$606,748	73.99%	$930,668	59.70%	($481,764)	-51.77%
0108 - NON-DEPARTMENTAL Total	**$448,904**	**$606,748**	**73.99%**	**$930,668**	**59.70%**	**($481,764)**	**-51.77%**
0109 - USE OF FUND BALANCE							
01099000 - USE OF FUND BALANCE	$61,315	$40,182	152.59%	$0	0.00%	$61,315	0.00%
0109 - USE OF FUND BALANCE Total	**$61,315**	**$40,182**	**152.59%**	**$0**	**0.00%**	**$61,315**	**0.00%**
Grand Total	**$28,229,519**	**$43,840,268**	**64.39%**	**$26,826,214**	**65.01%**	**$1,403,304**	**5.23%**

002 - WATER/SEWER UTILITY FUND
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$4,585	$4,000	114.63%	$4,900	122.50%	($315)	-6.43%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	270,875	105,100	257.73%	322,207	1884.25%	(51,332)	-15.93%
57 - CHARGES FOR SERVICES	13,946,827	22,670,060	61.52%	12,965,826	61.56%	981,001	7.57%
59 - OTHER SOURCES	1,270,970	67,777	1875.22%	874,272	1235.25%	396,698	45.37%
Revenue Total	**$15,493,256**	**$22,847,537**	**67.81%**	**$14,167,205**	**66.97%**	**$1,326,051**	**9.36%**
Expense							
60 - SALARY AND BENEFITS	$1,563,805	$2,411,758	64.84%	$1,542,059	66.28%	$21,745	1.41%
72 - SUPPLIES & MATERIALS	271,259	646,051	41.99%	177,912	26.56%	93,346	52.47%
73 - CONTRACT & PROF SVCS	8,564,951	11,107,576	77.11%	7,624,969	74.64%	939,982	12.33%
74 - MAINT & REPAIR SVCS	156,432	426,800	36.65%	197,068	50.29%	(40,635)	-20.62%
75 - UTILITIES	120,638	103,352	116.73%	112,110	90.25%	8,529	7.61%
77 - DEBT SERVICES	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	4,714,644	8,036,192	58.67%	4,677,248	55.53%	37,395	0.80%
79 - OTHER FINANCING USES	0	0	0.00%	0	0.00%	0	0.00%
Expense Total	**$15,391,729**	**$22,731,729**	**67.71%**	**$14,331,366**	**64.70%**	**$1,060,362**	**7.40%**
Net Income (Loss)	**$101,528**	**$115,808**		**($164,161)**			

	FY 25 BUDGET
AUDITED BEGINNING WORKING CAPITAL	**$ 11,568,235**
UNAUDITED ENDING BALANCE	**$ 11,684,041**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	51.4%
# of Days Coverage	188
Reserve Minimum $$ (90 Days)	$ 5,605,084
Reserve Maximum $$ (150 Days)	$ 9,341,807
Excess over Maximum $$	**$ 2,342,235**

UTILITY CIP FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$2,792,420	$5,250,000	53.19%	$2,500,000	48.55%	$292,420	11.70%
Expense	$792,226	$8,947,269	8.85%	$2,324,156	29.73%	($1,531,930)	-65.91%
Net Income (Loss)	**$2,000,194**	**($3,697,269)**		**$175,844**			

BEGINNING FUND BALANCE	$	**3,693,449**
UNAUDITED ENDING FUND BALANCE	$	**5,693,643**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($0)**		**($0)**			

BEGINNING FUND BALANCE	$	**1,500,000**
ENDING FUND BALANCE	$	**1,500,000**

010 - HOTEL TAX FUND
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$732,165	$923,000	79.32%	$801,804	89.79%	($69,639)	-8.69%
55 - INTEREST	0	0	0.00%	0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	7,441	0	0.00%	0	0.00%	7,441	0.00%
Revenue Total	**$739,607**	**$923,000**	**80.13%**	**$801,804**	**89.74%**	**($62,197)**	**-7.76%**
Expense							
60 - SALARY AND BENEFITS	$49,302	$110,085	44.79%	$67,522	72.10%	($18,220)	-26.98%
72 - SUPPLIES & MATERIALS	8,289	9,658	85.83%	0	0.00%	8,289	0.00%
73 - CONTRACT & PROF SVCS	346,205	697,954	49.60%	456,263	43.97%	(110,058)	-24.12%
76 - CAPITAL OUTLAY	176,130	1,425,000	12.36%	$0	0.00%	176,130	0.00%
78 - TRANSFER TO FUNDS	129,830	495,176	26.22%	26,712	75.00%	103,118	386.04%
Expense Total	**$709,756**	**$2,737,873**	**25.92%**	**$550,497**	**46.97%**	**$159,260**	**28.93%**
Net Income (Loss)	**$29,851**	**($1,814,873)**		**$251,308**			

AUDITED BEGINNING FUND BALANCE	$	**4,590,906**
UNAUDITED ENDING FUND BALANCE	$	**4,590,906**

012 - ECONOMIC DEVELOPMENT
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue							
51 - SALES & OTHER TAXES	$1,985,936	$3,280,407	60.54%	$1,871,637	55.30%	114,299	6.11%
55 - INTEREST	56,956	0	0.00%	$55,739	92.30%	1,217	2.18%
57 - CHARGES FOR SERVICES	8,513	0	0.00%		0.00%	8,513	0.00%
59 - OTHER SOURCES	10,900	0	0.00%	0	0.00%	10,900	0.00%
Revenue Total	**$2,062,305**	**$3,280,407**	**62.87%**	**$1,927,376**	**55.95%**	**$134,929**	**7.00%**
Expense							
60 - SALARY AND BENEFITS	$375,341	$634,791	59.13%	$327,143	58.13%	(48,198)	14.73%
72 - SUPPLIES & MATERIALS	54,554	97,157	56.15%	55,425	63.74%	871	-1.57%
73 - CONTRACT & PROF SVCS	552,845	885,466	62.44%	223,347	36.70%	(329,499)	147.53%
74 - MAINT & REPAIR SVCS	48,661	84,600	57.52%	40,739	47.59%	(7,921)	19.44%
75 - UTILITIES	15,831	23,200	68.24%	8,851	38.15%	(6,980)	78.85%
76 - CAPITAL OUTLAY	7,500	0	0.00%	0	0.00%	(7,500)	0.00%
78 - TRANSFER TO FUNDS	723,136	784,865	92.14%	647,419	93.25%	(75,718)	11.70%
79 - OTHER FINANCING USES	1,368,382	2,306,750	59.32%	339,635	12.75%	(1,028,747)	302.90%
Expense Total	**$3,146,250**	**$4,816,829**	**65.32%**	**$1,642,559**	**34.04%**	**($1,503,691)**	**91.55%**
Net Income (Loss)	**($1,083,946)**	**($1,536,422)**		**$284,816**			
AUDITED BEGINNING FUND BALANCE	**$ 7,273,816**						
UNAUDITED ENDING FUND BALANCE	**$ 6,189,870**						

015 - DRAINAGE FUND
AS OF JUNE 30, 2025

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	1,078,103	1,325,000	81.37%	333,991	42.82%	744,112	222.79%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$1,078,103**	**$1,325,000**	**81.37%**	**$333,991**	**42.81%**	**$744,112**	**222.79%**
Expense							
60 - SALARY AND BENEFITS	$1,684	$20,353	8.27%	$1,726	1.48%	(42)	-2.44%
72 - SUPPLIES & MATERIALS	292	13,605	2.15%	6,407	30.93%	(6,115)	-95.44%
73 - CONTRACT & PROF SVCS	10,671	578,568	1.84%	53,765	12.65%	(43,094)	-80.15%
74 - MAINT & REPAIR SVCS	0	1,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	177	215	82.31%	159	94.56%	18	11.17%
76 - CAPITAL OUTLAY	267,097	666,229	40.09%	692,993	36.11%	(425,896)	-61.46%
78 - TRANSFER TO FUNDS	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	0	0.00%	0	0.00%	0	0.00%
Expense Total	**$279,921**	**$1,279,970**	**21.87%**	**$755,050**	**30.32%**	**($475,129)**	**-62.93%**
Net Income (Loss)	**$798,182**	**$45,030**		**($421,059)**			

AUDITED BEGINNING FUND BALANCE	$	**770,201**
ENDING FUND BALANCE	$	**1,568,383**

019 - SANITATION FUND
AS OF JUNE 30, 2025

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
Revenue							
55 - INTEREST	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	189,697	230,000	82.48%	224,358	97.55%	(34,661)	-15.45%
57 - CHARGES FOR SERVICES	3,079,751	4,598,913	66.97%	2,997,976	67.28%	81,775	2.73%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$3,269,449**	**$4,829,413**	**67.70%**	**$3,222,335**	**68.76%**	**$47,114**	**1.46%**
Expense							
60 - SALARY AND BENEFITS	$218,958	$335,898	65.19%	$226,953	72.72%	(7,995)	-3.52%
72 - SUPPLIES & MATERIALS	10,878	22,745	47.82%	7,183	38.26%	3,695	51.44%
73 - CONTRACT & PROF SVCS	2,851,120	4,229,670	67.41%	2,659,582	65.00%	191,539	7.20%
74 - MAINT & REPAIR SVCS	0	10,500	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	0	356	0.00%	274	76.90%	(274)	-100.00%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	114,185	218,914	52.16%	113,279	52.03%	907	0.80%
79 - OTHER FINANCING USES	0	0	0.00%	0	0.00%	0	0.00%
Expense Total	**$3,195,141**	**$4,818,083**	**66.32%**	**$3,007,270**	**64.66%**	**$187,871**	**6.25%**
Net Income (Loss)	**$74,307**	**$11,330**		**$215,065**			

	FY 25 REVISED
AUDITED BEGINNING WORKING CAPITAL	**$ 1,324,678**
ENDING BALANCE	**$ 1,336,007**
FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	27.7%
# of Days Coverage	101
Reserve Minimum $$ (90 Days)	$ 1,188,020
Reserve Maximum $$ (150 Days)	$ 1,980,034
Amount needed to reach maximum	**$ 644,027**

456 - FIELDHOUSE
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	1,088,812	1,443,700	75.42%	847,317	61.07%	241,496	28.50%
58 - TRANSFER FROM FUNDS	537,950	537,950	100.00%	530,675	98.52%	7,275	1.37%
59 - OTHER SOURCES	97,155	159,000	61.10%	107,979	63.33%	(10,824)	-10.02%
Revenue Total	**$1,723,918**	**$2,140,650**	**80.53%**	**$1,485,971**	**70.87%**	**$237,946**	**16.01%**
Expense							
60 - SALARY AND BENEFITS	$443,757	$631,291	70.29%	$435,337	75.97%	8,420	1.93%
72 - SUPPLIES & MATERIALS	170,761	284,195	60.09%	195,125	68.38%	(24,364)	-12.49%
73 - CONTRACT & PROF SVCS	234,820	418,094	56.16%	247,356	54.34%	(12,537)	-5.07%
74 - MAINT & REPAIR SVCS	20,198	48,754	41.43%	28,345	63.33%	(8,146)	-28.74%
75 - UTILITIES	100,323	115,863	86.59%	86,139	72.65%	14,184	16.47%
77 - DEBT SERVICES	537,950	538,450	99.91%	536,950	99.60%	1,000	0.19%
78 - TRANSFER TO FUNDS	0	0	0.00%	2,925	75.00%	(2,925)	-100.00%
79 - OTHER FINANCING USES	0	0	0.00%	0	0.00%	0	0.00%
Expense Total	**$1,507,809**	**$2,036,647**	**74.03%**	**$1,532,177**	**75.85%**	**($24,368)**	**-1.59%**
Net Income (Loss)	**$216,109**	**$104,003**		**($46,206)**			

AUDITED BEGINNING WORKING CAPITAL	**$ (1,887,551)**
UNAUDITED ENDING FUND BALANCE	**$ (1,671,442)**

SPECIAL REVENUE FUNDS
AS OF JUNE 30, 2025

008 - COMPREHENSIVE SELF INSURANCE	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue	$421,872	$560,025	75.33%	$419,654	74.87%	$2,218	0.53%
Expense	$684,157	$702,781	97.35%	$518,819	88.69%	$165,338	31.87%
Net Income (Loss)	**($262,285)**	**($142,756)**		**($99,165)**			
BEGINNING FUND BALANCE	**$ 553,369**						
UNAUDITED ENDING BALANCE	**$ 291,084**						

011 - ARTS FUND	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget
Revenue	$85,104	$138,450	61.47%
Expense	$5,200	$50,000	10.40%
Net Income (Loss)	**$79,904**	**$88,450**	
BEGINNING FUND BALANCE	**$ -**		
UNAUDITED ENDING BALANCE	**$ 79,904**		

013 - GRANTS AND DONATIONS	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue	$99,796	$222,461	44.86%	$344,827	79.89%	($245,031)	-71.06%
Expense	$78,859	$339,025	23.26%	$229,644	44.93%	($150,785)	-65.66%
Net Income (Loss)	**$20,936**	**($116,564)**		**$115,182**			
BEGINNING FUND BALANCE	**$ 492,370**						
UNAUDITED ENDING BALANCE	**$ 513,306**						

SPECIAL REVENUE FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$159,085	$172,198	92.38%	$139,137	143.50%	$19,947	0.00%
Expense	$0	$2,750	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$159,085**	**$169,448**		**$139,137**			

BEGINNING FUND BALANCE	**$ 649,071**
UNAUDITED ENDING BALANCE	**$ 808,156**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$239,352	$381,196	62.79%	$491,044	0.00%	($251,692)	0.00%
Net Income (Loss)	**$239,352**	**$381,196**		**$491,044**			

BEGINNING FUND BALANCE	**$ 923,144**
UNAUDITED ENDING BALANCE	**$ 683,792**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$166,651	$36,800	452.86%	$3,370,982	9160.28%	($3,204,332)	-95.06%
Expense	$173,894	$566,500	30.70%	$282,578	23.65%	($108,684)	-38.46%
Net Income (Loss)	**($7,244)**	**($529,700)**		**$3,088,404**			

BEGINNING FUND BALANCE	**$ 3,574,091**
UNAUDITED ENDING BALANCE	**$ 3,566,848**

SPECIAL REVENUE FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$17,581	$45,000	39.07%	$20,988	22.09%	($3,407)	0.00%
Expense	$0	$50,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$17,581**	**($5,000)**		**$20,988**			

BEGINNING FUND BALANCE	$	**54,182**
UNAUDITED ENDING BALANCE	$	**71,763**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$5,961	$8,000	74.51%	$5,565	69.56%	$396	7.12%
Expense	$3,338	$0	0.00%	$1,265	0.00%	$2,072	0.00%
Net Income (Loss)	**$2,624**	**$8,000**		**$4,300**			

BEGINNING FUND BALANCE	$	**66,972**
UNAUDITED ENDING BALANCE	$	**69,596**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$6,175	$8,000	77.18%	$6,109	76.37%	$65	1.07%
Expense	$654	$7,500	8.72%	$407	5.09%	$247	0.00%
Net Income (Loss)	**$5,521**	**$500**		**$5,702**			

BEGINNING FUND BALANCE	$	**338**
UNAUDITED ENDING BALANCE	$	**5,859**

SPECIAL REVENUE FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$4,736	$7,500	63.15%	$4,753	63.37%	($17)	-0.35%
Expense	$0	$250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$4,736**	**$7,250**					
BEGINNING FUND BALANCE	**$ 55,450**						
UNAUDITED ENDING BALANCE	**$ 60,186**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$96,318	$0	0.00%	$135,214	0.00%	($38,896)	-28.77%
Expense	$309,016	$918,214	33.65%	$1,128,770	29.77%	($819,754)	-72.62%
Net Income (Loss)	**($212,698)**	**($918,214)**		**($993,556)**			
BEGINNING FUND BALANCE	**$ 1,251,533**						
UNAUDITED ENDING BALANCE	**$ 1,038,835**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,465,812	$1,515,556	96.72%	$1,519,333	102.37%	($53,522)	-3.52%
Expense	$1,176,691	$1,486,056	79.18%	$1,159,066	78.24%	$17,625	-1.52%
Net Income (Loss)	**$289,121**	**$29,500**		**$360,268**			
BEGINNING FUND BALANCE	$ **587,489**						
UNAUDITED ENDING	$ **876,610**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$2,503	$100,000	2.50%	$0	0.00%	$2,503	0.00%
Expense	$69,069	$154,486	44.71%	$747,595	54.78%	($678,526)	-90.76%
Net Income (Loss)	**$66,566**	**($54,486)**		**($747,595)**			
BEGINNING FUND BALANCE	$ **60,885**						
UNAUDITED ENDING	$ **(5,681)**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$2,503	0.00%
Expense	$341,923	$3,484,054	9.81%	$1,771,945	29.12%	($1,430,022)	-80.70%
Net Income (Loss)	**$341,923**	**($3,484,054)**		**$1,771,945**			
BEGINNING FUND BALANCE	$ **3,556,115**						
UNAUDITED ENDING	$ **3,214,192**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$100,000	$200,000	50.00%	$100,000	50.00%	$2,503	2.50%
Expense	$0	$461,811	0.00%	$333,079	82.18%	($333,079)	-100.00%
Net Income (Loss)	**$100,000**	**($261,811)**		**$233,079**			
BEGINNING FUND BALANCE	$ **299,552**						
UNAUDITED ENDING	$ **399,552**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$495,701	$0	0.00%	$578,929	0.00%	$2,503	0.43%
Expense	$64,170	$3,897,200	1.65%	$152,686	-3.73%	$216,856	-142.03%
Net Income (Loss)	**$431,531**	**($3,897,200)**		**$731,615**			
BEGINNING FUND BALANCE	$ **7,806,264**						
UNAUDITED ENDING	$ **8,237,795**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$2,503	0.00%
Expense	$3,048	$25,000	12.19%	$0	0.00%	$3,048	0.00%
Net Income (Loss)	**$3,048**	**($25,000)**		**$0**			
BEGINNING FUND BALANCE	$ **80,000**						
UNAUDITED ENDING	$ **76,952**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JUNE 30, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$117,094	75.58%	$2,503	2.14%
Expense	$14,404	$132,275	10.89%	$29,613	8.40%	($15,209)	-51.36%
Net Income (Loss)	**$14,404**	**($132,275)**		**$87,481**			

BEGINNING FUND BALANCE	$	**304,268**
UNAUDITED ENDING	$	**289,864**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$894,224	$1,026,814	87.09%	$808,795	79.10%	$2,503	0.31%
Expense	$696,711	$2,025,918	34.39%	$763,652	23.33%	($66,941)	100.00%
Net Income (Loss)	**$197,512**	**($999,104)**		**$45,143**			

BEGINNING FUND BALANCE	$	**2,223,343**
UNAUDITED ENDING	$	**2,420,855**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$41,500	$83,000	50.00%	$37,500	50.00%	$2,503	6.67%
Expense	$19,536	$36,000	54.27%	$45,760	60.75%	($26,224)	-57.31%
Net Income (Loss)	**$21,964**	**$47,000**		**$8,260**			

BEGINNING FUND BALANCE	$	**11,903**
UNAUDITED ENDING	$	**33,867**