Duncanville City Council Meeting Agenda

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

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, September 6, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – September 6th.
- First and Last Name; and address

Page

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

A. Discuss and finalize the Council Rules and Procedures.

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.072 Texas Govt Code to deliberate the sale, exchange, lease or value of real property owned by the City south of Wheatland, east of Main and west of SH 67.

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 - First Presbyterian Church - Pastor Ginger Hertenstein
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Recognition of Keep Duncanville Beautiful Fall 2022 Curb Appeal Residential Properties. 6 - 10

Keep Duncanville Beautiful Summer 2022 Curb Appeal

B. Proclamation in recognition of 9/11 Day of Service and Remembrance in Duncanville 2022. 11 - 14

Proclamation - 9/11 Day of Service and Remembrance

C. Proclamation in recognition of Constitution Week, September 17-23, 2022. 15 - 17

Constitution Week Proclamation

3. CITIZENS' INPUT

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

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

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- First and Last Name; and address

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: 18 - 70

- August 2, 2022 City Council Regular Meeting
- August 8, 2022 City Council Special Meeting
- August 9, 2022 City Council Budget Meeting
- August 9, 2022 City Council Special Meeting
- August 15, 2022 City Council Special Meeting
- August 16, 2022 City Council Regular Meeting
- August 25, 2022 City Council Special Meeting
- August 30, 2022 City Council Special Meeting

2022-08-02 - City Council - Minutes - UNAPPROVED
2022-08-08 - Special - City Council - Minutes - UNAPPROVED
2022-08-09 - Special - City Council - Minutes - UNAPPROVED
2022-08-09 - Special Budget - City Council - Minutes - UNAPPROVED
2022-08-15 - Special - City Council - Minutes - UNAPPROVED
2022-08-16 - City Council - Minutes - UNAPPROVED
2022-08-25 - Special - City Council - Minutes - UNAPPROVED
2022-08-30 - Special Meeting - City Council - Minutes - UNAPPROVED

B. Consider a Resolution approving a mosquito ground control agreement between Dallas County, Texas, on behalf of the Dallas County Health and Human Services Department, and the City of Duncanville. 71 - 79

Mosquito Ground Control

C. Consider a Resolution approving the terms and conditions of the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site household hazardous waste collection location from October 1, 2022, through September 30, 2023, for a cost not to exceed $58,264.00. 80 - 103

Household Hazardous Waste

D. Consider a Resolution approving the North Central Texas Housing Corporation assigning Single-Family Mortgage Revenue Bond authority. 104 - 110

North Central Texas Housing Corporation

E. Consider a Resolution approving a Cooperative Purchasing Agreement with Webuildfun, Inc. through BuyBoard Contract #592-19 for the purchase and installation of outdoor fitness equipment in the expenditure amount of $249,388.19. 111 - 116

Outdoor Fitness Equipment

F. Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Food Establishment Inspections, with a minimum of two (one every six months). 117 - 127

Food Establishment Inspections

G. Consider a Resolution authorizing approval of a Paving and Paint Incentive Grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Advance Alliance Inc., doing business as, Advance Health Care acting by and through Kizee Group LLC and its duly authorized representative, in the amount of $92,000 for paving and $9,750 for paint, not to exceed $101,750, for a building located at 111 W. Danieldale Road, Duncanville, Texas, 75137. 128 - 163

Kizee Group LLC - Pdf

H. Consider a Resolution authorizing approval of a Paving Incentive Grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Rupesh Singla of Singla Dental, PLLC in the amount of $44,300 for a building located at 541 W. Wheatland Road, Duncanville, Texas, 75116. 164 - 205

Singla Dental, PLLC

I. Consider a Resolution authorizing the donation of an out of service fire truck to South Van Zandt County Volunteer Fire Department. 206 - 209

Donation - Fire Truck

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Consider an Ordinance amending the Code of Ordinances by adding new Chapter 12E "Special Events". 210 - 223

Special Events

B. Consider a Resolution approving a Special Event Alcohol Permit to Holy Spirit Catholic Parish, 1111 W. Danieldale Rd., as provided in Exhibit A; providing for the possession, distribution and consumption of beer and wine at such special event in accordance with Section 12.205 of the Code of Ordinances; providing for regulations and conditions for such use; providing for a waiver of applicable distance requirements under Section 12-201 of the Code of Ordinances. 224 - 253

Holy Spirit Catholic Parish

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

6. STAFF AND BOARD REPORTS

A. Receive the Public Works Department Quarterly Report.

B. Receive the Neighborhood Services Quarterly Report.

ADJOURNMENT

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

Friday, September 2, 2022 at 5:00 P.M. and remained posted for at least two hours after said meeting was convened.



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

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

STAFF REPORT

MEETING: City Council - 06 Sep 2022

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

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Danny Johnson, Parks Superintendent/Interim KDB Staff Liaison

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

District 1: Thomas & Sondra Johnston
906 Green Hills Rd.
Duncanville, TX 75137



District 2: David & Ruth Smith
218 Meadowlark Ln.
Duncanville, TX 75137



District 3: Alex & Angela Nichols
915 Eisenhower Dr.
Duncanville, TX 75137



District 4: Deanna Green
214 Blueridge Dr.
Duncanville, TX 75137



District 5: Jesse Radillo & Teri G.
1203 Hill City Dr.
Duncanville, TX 75116



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

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

The KDB Board follows the criteria identified below:

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

No seasonal decorations are considered in the judging.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Proclamation in recognition of 9/11 Day of Service and Remembrance in Duncanville 2022.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Park and Recreation
Danny Johnson, Parks Superintendent

BACKGROUND/HISTORY:
On September 11, 2001, the American people endured the worst attack on U.S. soil in our nation's history with courage and heroism. In response to this tragedy, Americans across the country united together across differences to stand together, to see each other's humanity, to grieve together, to take care of one another and to do the hard work of rebuilding and uplifting our citizens, neighborhood by neighborhood. On April 21, 2009, the Serve America Act was passed by Congress and enacted into law recognizing September 11th as an annual "National Day of Service and Remembrance".

POLICY EXPLANATION:
On September 11, 2022, and the days preceding and following this day, community members in Duncanville have the opportunity to honor the fallen and commemorate the continued American spirit of resilience through service. Stepping forward to serve in a remarkable spirit of unity, honor, and compassion, this year's September 11th National Day of Service and Remembrance projects will help strengthen our communities while memorializing the events of that fateful day more than twenty years ago.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Proclamation - 9-11 Day of Service and Remembrance

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, 21 years ago, on September 11, 2001, the American people endured the worst attack on U.S. soil in our nation's history with courage and heroism; and

WHEREAS, in response to this tragedy, Americans across the country united together across differences to stand together, to see each other's humanity, to grieve together, to take care of one another and to do the hard work of rebuilding and uplifting our citizens, neighborhood by neighborhood; and

WHEREAS, in 2002, family members of those killed and injured on 9/11 joined with first responders and others to create "9/11 Day" as a way to annually and forever encourage all Americans to remember and pay tribute on the anniversary of the September 11, 2001, attacks through acts of service and volunteerism, and to keep Americans' promise to "Never Forget"; and

WHEREAS, the Serve America Act, passed by Congress and enacted into law on April 21, 2009, recognized September 11th as an annual "National Day of Service and Remembrance" and charged the AmeriCorps agency with leading this nationwide effort; and

WHEREAS, on the anniversary of the September 11th attacks, it is fitting to pay tribute to the strength and resilience of the American people through service to our nation and our communities; and

WHEREAS, by serving on this National Day of Service and Remembrance we honor those killed and injured, pay tribute to those who responded in service and compassion, and honor those who continue to serve our country, including active-duty and reserve soldiers and their families, veterans, and first-responders; and

WHEREAS, September 11th National Day of Service and Remembrance commemorative activities are being organized by a variety of nonprofits, faith-based and community groups, public agencies, educational institutions, private businesses, and other organizations

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

across the nation. To commemorate this day communities across the nation will unite in service responding to the ongoing effects of the COVID-19 pandemic, food insecurity, disaster recovery, and more; and

WHEREAS, on September 11, 2022, and the days preceding and following this day, community members in Duncanville have the opportunity to honor the fallen and commemorate the continued American spirit of resilience through service. Stepping forward to serve in a remarkable spirit of unity, honor, and compassion, this year's September 11th National Day of Service and Remembrance projects will help strengthen our communities while memorializing the events of that fateful day more than twenty years ago; and

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim September 11th as 9/11 Day of Service and Remembrance in Duncanville.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 6th day of September, 2022.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Proclamation in recognition of Constitution Week, September 17-23, 2022.

Vision Statement:

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

STAFF RESPONSIBLE:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
The United States Constitution, America's most important document, stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights. And, Constitution Week is celebrated annually during the week of September 17-23 to commemorate its history and importance and brings attention to how it still serves today.

This celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, DAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower.

The aims of the Constitution Week celebration are to:

- Emphasize citizens' responsibilities for protecting and defending the Constitution.
- Inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life.
- Encourage the study of the historical events which led to the framing of the Constitution in September 1787.

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Constitution Week - Daughters of Revolution

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

in the City of Duncanville and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 6th day of September 2022.

Mayor, The City of Duncanville

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 2, 2022

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, August 2, 2022, at 5:02 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Mayor Barry L. Gordon
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry
Councilmember Greg Contreras

COUNCIL ARRIVING AT: Councilmember At-Large Patrick Harvey – 5:11 p.m.

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To speak during Citizen Comments via ZOOM, you must register with the City Secretary before 4pm on Tuesday, August 2, 2022, email citysecretary@duncanville.com and title the email "Public Comment – August 2nd". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your microphone to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technical issues that may arise.

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- Email citysecretary@duncanville.com
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- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_BWJhMfJISOGMEgz07U4qqQ

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

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

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

Mayor Gordon recessed Briefing Session at 5:04 p.m. for Council to move into Executive Session.

3. EXECUTIVE SESSION

The Executive Session was called into session at 5:05 p.m. and City Attorney Hager read the item into record.

A. "The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to discuss appointments, dismissals and/or duties to the Planning and Zoning Commission, Board of Adjustment, Duncanville Community and

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Economic Development Corporation Board, and TIF (Tax Increment Financing Reinvestment Zone Number One)."

B. "City Council shall convene into closed executive session pursuant to Section 551.071 and 551.074 of the Texas Government Code to seek legal advice from City Attorney and to deliberate concerning a complaint under Sec. 2-54 and 2-55 of the Code of Ordinances of former City Councilmember, to wit: Former City Councilmember Place 4 Mark Cooks."

The Council recessed the Executive Session at 6:00 p.m.

Mayor Gordon reconvened Briefing Session at 6:02 p.m.

Mayor Gordon stated Briefing Session Items 1, 2, and 3 are moved to the end of the Regular Session after Staff and Board Reports.

1. DISCUSS POSSIBLE APPOINTMENTS AND DISMISSALS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:

- Audit Committee
- 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 Social Engagement Partnership
- Park & Recreation Advisory Board
- Sign Control Board
- TIF (Tax Increment Financing Reinvestment Zone Number One)
- Tri-Cities Animal Control Board

Item moved until after Staff and Board Reports.

2. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION, CREATION OR COMBINATION OF ADDITIONAL BOARDS OR COMMISSIONS.
Item moved until after Staff and Board Reports.

3. EXECUTIVE SESSION
Item moved until after Staff and Board Reports.

A. "The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to discuss appointments, dismissals and/or duties to the Planning and Zoning Commission, Board of Adjustment, Duncanville Community and Economic Development Corporation Board, and TIF (Tax Increment Financing Reinvestment Zone Number One)."

B. "City Council shall convene into closed executive session pursuant to Section 551.071 and 551.074 of the Texas Government Code to seek legal advice from City Attorney and to deliberate concerning a complaint under Sec. 2-54 and 2-55 of the Code of Ordinances of former City Councilmember, to wit: Former City Councilmember Place 4 Mark Cooks."

4. DISCUSS AGENDA ITEMS
Mayor Gordon read the item into the record, and City Manager Ferrell-Benavides reviewed each item. Item 4B - a Resolution approving the terms and conditions of Professional Service Agreement #22-0030 for a Sanitary Sewer Evaluation Survey of Basin DD and portions of Basin DA and Basin TA, with Burgess & Niple, Inc., for a total cost not to exceed $99,344.61. Councilmember At-Large Harvey questioned how long it would take for the entire City to be evaluated. Matt Bryant, Utilities Superintendent, stated twelve to thirteen years.

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5. BRIEFINGS / PRESENTATIONS

A. Presentation and Discussion of the City Manager's Fiscal Year 2022-2023 Proposed Budget.
City Manager Ferrell-Benavides presented the item.

Councilmember Harvey requested to see measurements and reports of the Customer Service program once the program had been established.

Mayor Gordon recessed the Briefing Session at 7:03 p.m.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 5:00 pm Work Session/Briefing)

The City Council convened into Regular Session in the Council Chambers at 7:14 p.m. with Mayor Gordon presiding.

Pastor Chris Gutierrez, Arise Church, delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

III.1. REPORTS

III.1.A. ***Mayor's Report.***
Mayor Gordon spoke on the new broadcasting system SwagIT and spoke on Coffee with the Mayor moving to the fourth Thursday of the month with a new time of 12:00 p.m.

Mayor Gordon also recognized and thanked Jeff Smith, McDonald's, for donating $5,000.00 to the Duncanville Fieldhouse BOSS Camp.

Mayor Gordon recognized Greg Zylka as the Champion of the City.

III.1.B. ***Councilmembers' Reports***
Councilmember Contreras thanked Staff for the newly installed stop signs in District 5 being ignored and for working with TxDot to place larger stop signs and additional signage.

Councilmember McBurnett encouraged citizens to volunteer with the Visiting Nurse Associations for Meals on Wheels.

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

III.2. PROCLAMATIONS AND PRESENTATIONS
None.

III.3. CITIZENS' INPUT

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

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UNAPPROVED

comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technical issues that may arise.

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- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

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

Gilbert Cavello, 703 San Juan Dr. – submitted a comment on speeding vehicles.

Alan Yeldell, 727 Flamingo Way – submitted a comment on speeding vehicles.

Anna Silvas, 366 Halo – submitted a comment on speeding vehicles.

Betty Taylor, 422 Oleander St. – submitted a comment on speeding vehicles.

Emily Bridges, 418 Oleander St. – submitted a comment on the Candlelight neighborhood.

Patricia Ebert, 115 South Greenstone Lane – submitted a comment on AMI and the proposed budget.

Sheri Clark, 447 Lou Ave – submitted a comment on speeding vehicles.

Grady Smithey, 1806 Cedar Hill Road – spoke on the completion of Wintergreen Road.

Mark Cooks, 1106 Bradley Drive – spoke on the Consent Items.

III.4. CONSENT AGENDA

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

III.4.A. ***Consider a Resolution awarding a bid for the purchase and installation of eight HVAC units for the building at 103 E Wheatland Rd by a cooperative purchasing agreement with Trane in the expenditure amount of $116,859.00.***

III.4.B. ***Consider a Resolution approving the terms and conditions of Professional Service Agreement #22-0030 for a Sanitary Sewer Evaluation Survey of Basin DD and portions of Basin DA and Basin TA, with Burgess & Niple, Inc., for a total cost not to exceed $99,344.61.***

III.4.C. ***Consider a Resolution awarding a bid for the purchase of parts and repair services for Pierce fire engines through a cooperative purchasing agreement with Siddons-Martin Emergency Group in the expenditure amount not to exceed $250,000.00.***

III.4.D. ***Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $32,000 to the Duncanville Community Theatre.***

III.4.E. ***Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $53,000 to the Duncanville Lion's Club.***

III.4.F. ***Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $60,000 to the Great American Shoot-Out (GASO).***

UNAPPROVED

III.4.G. ***Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed $19,200 to the Duncanville Chamber of Commerce for the establishment and maintenance of the Duncanville Visitor Center.***

Councilmember At-Large Patrick Harvey made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. ***Conduct a Public Hearing and consider an Ordinance of the City of Duncanville, Texas, adopting Chapter 12D "Youth Program Standards of Care"***

Parks and Rec Director Stevenson presented the item.

- Staff contacted by the Texas Department of State Health Services (DSHS) regarding exemption from daycare licensure for the City's camp programs
- Municipalities are exempt from licensure but exemption requires submission of forms along with proof of adoption of Standards of Care
    - State's minimum operational standards for the care of youth
- Staff contacted the City Attorney to initiate the creation of the Standards of Care for inclusion in the Code of Ordinances

Standards of Care

- Highlights of the Standards of Care:
    - Hiring practices
    - Monitoring of the program
    - Staff training
    - Staff ratios
    - Discipline
    - Health and safety requirements
    - Staff responsibilities
- The program cannot be advertised as a daycare
- Affirms the program is not licensed by the State
- Standards of Care provided to parents of program participants

Mayor Gordon opened the Public Hearing at 7:55 p.m.

In Favor:
No one spoke.

Opposed:
No one spoke.

Councilmember Don McBurnett made a motion to close the Public Hearing, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against.

Public Hearing closed at 7:56 p.m.

Mayor Gordon questioned if the current Site Director meets all the qualifications.

Mr. Stevenson stated currently he is not aware however, next year the Site Director will have to meet all the qualifications.

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

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III.5.B. ***Take any necessary action as a result of the Executive Session.***
Item moved until after Staff and Board Reports.

III.6. STAFF AND BOARD REPORTS

III.6.A. ***Receive the Police Department Quarterly Report.***
Receive the Police Department Quarterly Report.
Chief of Police LiVigni presented the item.

2. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION, CREATION OR COMBINATION OF ADDITIONAL BOARDS OR COMMISSIONS.
City Secretary Downs presented the item.

Zoning Board of Adjustment
- Reduce the number of Alternate members
    - Remove term limits from Alternate members

Library Advisory Board
- Reduce to 7 members.
- Help find tasks for the board to do.

Sign Control Board
- Work closely with Neighborhood Services on illegal signage.

Keep Duncanville Beautiful Board
- Have a set number of members instead of unlimited members

Neighborhood Vitality Commission
- Update the description and duties of the board.

Multicultural Social Engagement
- Separate Multicultural and Social Engagement.

Create Social Engagement Board
- Social Engagement Board
    - 5 members
    - Work with City Attorney if the board cannot have quorum rules to continue to conduct business.

Create Multicultural Board
- Multicultural Board with sub boards

Hispanic/Latino Commission
The commission shall advise the City Council on issues relating to the quality of life for the City's Hispanic/Latino community and shall recommend programs and policies designed to alleviate any inequities that may confront Hispanics and Latinos in social, economic, and vocational pursuits including education, youth services, housing and community development, cultural arts, economic development, health, civic engagement, and transportation.

Commission on African American Affairs
Our purpose is for many African American Leaders and communities throughout the State to join together as the voice of physical, emotional and spiritual realities facing Arizonans of African American Decent expressing constructive concerns to the leaders of the great State of Arizona. The Commission of African American Affairs will give you tools to begin to discover solutions for our communities through articulating the needs and developing strategies. Together we can renew the dream, and with forethought and drive, orchestrate our destiny.

Woman's Commission
Women's Commission is to provide a formal forum for citizen review of the City's diversity efforts, salary equity, and to serve as an advisory board to the Council. The Commission shall not become involved in political issues nor in matters which are outside of the City's jurisdiction. The Commission shall recommend improvements on matters related to the status of women and implement specific projects and programs as approved by the Mayor and City Council with the following areas of responsibility: 1)

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Review the City of Phoenix diversity efforts regarding recruitment, hiring, placement, and promotional programs, and salary equity to identify strengths and weaknesses; and to make recommendations of changes needed. 2) Define, review, and prioritize the problems of women as those problems relate to the City. 3) Recommend possible solutions to those problems. 4) Develop short range and long-range goals and objectives for improving the status of women. 5) Evaluate projects as requested by the Mayor and Council. 6) Recommend persons to serve on City standing committees, advisory boards and ad hoc committees. 7) Assist in efforts to provide information and educational programs to improve the status of women. 8) Provide written reports to the Council regarding recommendations, submit special reports at the request of the Council, and submit an annual report of its activities to the Council in December of each year.

- Multicultural board would conduct business w/out a quorum rule
    - Work with City Attorney if the board cannot have quorum rules to continue to conduct business.

Create an Arts Commission

- making recommendations concerning the future design, operation, and use of city facilities devoted to the arts and other cultural activities.
- making recommendations to create opportunities for all citizens of the City to have access to the arts and the means of cultural expression.

Update Ordinance

- Any member who is absent from three (3) consecutive, regularly scheduled meetings shall be automatically removed from office and shall be replaced by the city council; provided, however, the city council may determine that the member had appropriate excuses for the absences and may allow the member to remain on the board, or commission if these excuses are reported to the board or commission in advance.
    - Liaison appeal to need for removal
- Members must be a resident for six months
- Any member who is absent from three (3) consecutive, regularly scheduled meetings shall be automatically removed from office and shall be replaced by the city council; provided, however, the city council may determine that the member had appropriate excuses for the absences and may allow the member to remain on the board, or commission if these excuses are reported to the board or commission in advance.
    - Liaison appeal to need for removal
- Members must be a resident for six months
- City Council should strive to appoint members from each district.
- Expand city limits; same as DISD limits
    - Parks
    - Library
    - Leisure service boards
- Required Training
    - Texas Open Meetings Act
    - Public Information Act
    - City Training
    - Oath of Office
        - All Boards
        - Certificate of Appointment
        - Video to show and make official
- Define board vs commission
    - Look at changing names
    - Could change quorum
- Define in term limits
    - One year off then can reapply to the board
- City Council to meet with all boards

Councilmember Contreras stated he did not remember Council agreeing to expand city limits the same as the DISD limits.

Councilmember Veracruz and Councilmember Koontz explained; to allow more applicants, uses of the same parks and leisure services, and the possible help with grants.

City Attorney Hager stated a rule can be set to only allow one or two appointed members outside the city limits.

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Mayor Gordon requested to reword the automatic removal in attendance to Council may remove.

Mayor Gordon recessed Regular Session at 8:36 p.m.

3. EXECUTIVE SESSION

The Executive Session was called into session at 8:45 p.m. and City Attorney Hager read the item into record.

A. "The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to discuss appointments, dismissals and/or duties to the Planning and Zoning Commission, Board of Adjustment, Duncanville Community and Economic Development Corporation Board, and TIF (Tax Increment Financing Reinvestment Zone Number One)."

B. "City Council shall convene into closed executive session pursuant to Section 551.071 and 551.074 of the Texas Government Code to seek legal advice from City Attorney and to deliberate concerning a complaint under Sec. 2-54 and 2-55 of the Code of Ordinances of former City Councilmember, to wit: Former City Councilmember Place 4 Mark Cooks."

{Mayor Gordon recused himself at 8:45 p.m.}

Executive Session was adjourned at 9:18 p.m.

Briefing Session was reconvened at 9:20 p.m.

III.5.B. ***Take any necessary action as a result of the Executive Session.***

City Attorney Hager read the action for Item 3B:

City Council has hereby acknowledged that the complaint dated June 9, 2022, filed by a citizen, states a Prima Facia Violation Action of Section 2-55(e) of the Code of Ordinance; the Council has lost jurisdiction to consider any mediation.

{Mayor Gordon returned at 9:24 p.m.}

Mayor Gordon read the action for Item 3A:

City Council will conduct a final vote of the nominations at the August 16, 2022, City Council Regular meeting.

The following individuals have been nominated:

<u>City Planning & Zoning Commission</u>

- Appointment for one year 2022-2023
  - Betty Culbreath
- Appointment for two-year terms 2022-2024
  - Misty Bain
  - Charles Smith
  - Jana McBroom

Zoning Board of Adjustment

- Appointment for two-year terms 2022-2024
  - Bobby Lydia
  - Lewis Fulbright
  - Stephanie Rutherford

DCEDC

- Appointment for two-year terms 2022-2024
  - Kenneth Govan

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- Leah Carter

TIF

- Appointment for two-year terms 2022-2024
  - Allen Conley
  - Kenneth Bain

1. DISCUSS POSSIBLE APPOINTMENTS AND DISMISSALS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:

- Audit Committee
- 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 Social Engagement Partnership
- Park & Recreation Advisory Board
- Sign Control Board
- TIF (Tax Increment Financing Reinvestment Zone Number One)
- Tri-Cities Animal Control Board

Mayor Gordon stated City Council will conduct a final vote of the nominations at the August 16, 2022, City Council Regular meeting.

The following individuals have been nominated:

Audit Committee

- Appointment for a one-year term 2022-023
  - Sue Clark

Park & Recreation Advisory Board

- Appointment for two-year term 2022-2024
  - Kim Malone
  - Beth Farrell
  - Calvin Well

Library Advisory Board

- Appointment for two-year term 2022-2024
  - Barbara Boddie
  - Shanna Gabel
  - Jan Knoll
  - Cindy Clinton

Keep Duncanville Beautiful

- Appointment for two-year term 2022-20224
  - J.W. Wright
  - Shelleye Warner

Sign Control Board

- Appointment for two-year term 2022-2024
  - Carolyn Cardoza
  - Zebulon Williams

Duncanville Neighborhood Vitality Commission

- Appointment for two-year term 2022-2024
  - Robert Romero
  - Jennifer Lott Hagler
  - Melanie Clay

UNAPPROVED

IV. ADJOURNMENT

The meeting was adjourned at 10:00 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Monday, August 8, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, August 8, 2022, at 6:10 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry
Councilmember Greg Contreras

COUNCIL ABSENT: Councilmember At-Large Patrick Harvey

1. CALL TO ORDER

2. CITIZENS' INPUT

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

- Submit a comment by 4:00 p.m. on Monday, August 8, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 8th.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

None.

3. Discuss City Council Rules of Procedures.

City Council will not make any final decisions. City Council may instruct Staff or the City Attorney to draft changes to bring back to Council.

City Manager Ferrell-Benavides presented the item.

Council provided Staff with changes and asked them to bring them back to Council.

Staff to make the following updates: leaving the five-minute rules and quarterly town halls. Coffee with the Mayor will be allowed and provide help from Staff. Draft a social media and media policy and direct all inquiries to the Communications Director. Citizens can submit their comments via email to the City Secretary to record; however, the comments will no longer be read during the meeting or accepted via ZOOM. Citizens willing to speak and have their comments heard will need to come to the meeting. Add to the citizen comments cards Council cannot address citizens during the citizen comments.

4. ADJOURNMENT

The meeting was adjourned at 9:23 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Tuesday, August 9, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, August 9, 2022, at 9:33 pm in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry
Councilmember Greg Contreras

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas, will conduct a City Council Regular Meeting in person and by video conference at 7:00 pm on Tuesday, August 9, 2022, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

- Submit a comment by 4:00 pm on Tuesday, August 9, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 9th – SPECIAL MEETING.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

1. CALL TO ORDER

2. RECEIVE PUBLIC COMMENTS

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

- Submit a comment by 4:00 pm on Tuesday, August 9, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 9th – SPECIAL MEETING.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

None.

3. ROLL CALL VOTE

A. "The City Council shall vote to consider a maximum ad valorem tax rate for the fiscal year 2022-2023. This vote is **NOT** to adopt a property tax rate; that vote will be scheduled for a later date. The vote to consider a maximum ad valorem rate is a statutory requirement, per Texas Tax Code §26.06, and is not a vote to consider adoption of a tax rate."

Councilmember At-Large Patrick Harvey made a motion:

"Motion to approve a maximum tax rate of $0.650462 to be considered for fiscal year 2022-2023; and to establish a public hearing date for August 25, 2022 on the tax rate for fiscal year 2022-2023; this vote and rate is not to adopt a property tax rate but is a maximum rate which is required by the Texas Tax Code to be considered; the actual tax rate will be established after public hearing and vote of the City Council; staff is instructed to schedule and publish the required notices under the Texas Tax Code."

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Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

4. ADJOURNMENT

The meeting was adjourned at 9:37 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Tuesday, August 9, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, August 9, 2022, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry
Councilmember Greg Contreras

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, August 9, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 9th – Budget Workshop.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read*

BUDGET WORK SESSION

1. CALL TO ORDER

2. RECEIVE PUBLIC COMMENTS

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

- Submit a comment by 4:00 p.m. on Tuesday, August 9, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 9th – Budget Workshop.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Patricia Ebert, 115 South Greenstone – submitted a comment on Homestead Exemption.

Joe Cole, 434 E Mona Ave – submitted a comment on budget planning.

3. REPORTS

A. Present, discuss, and deliberate all revenues, expenditures, and projects for the Fiscal Year (FY) 2022-2023 Proposed Annual Budget and the FY 2023 Five-Year Capital Improvement Plan (CIP). The City Council may direct staff to make additions, deletions, or corrections to the proposed budget and CIP projects per current and future goals.

City Manager Ferrell-Benavides, Chief Innovation Officer Otey, and Managing Director of Fiscal Services Atmore presented the item.

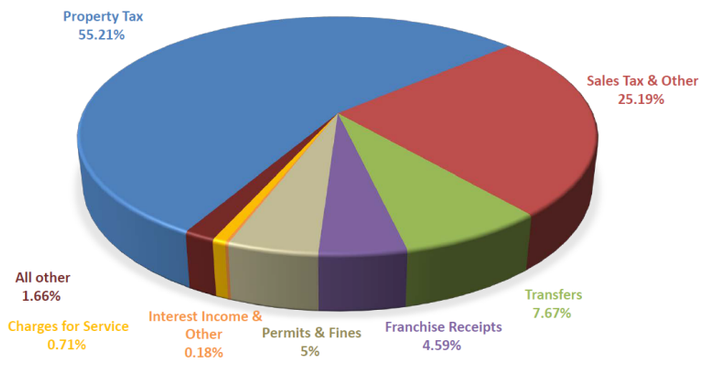
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FY 2022-23 GENERAL FUND
PROPOSED BUDGET REVENUES

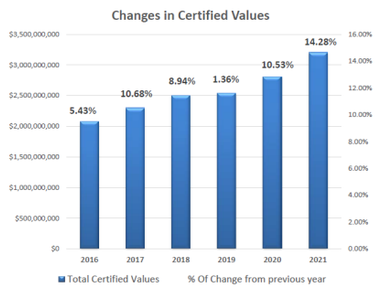
GENERAL FUND REVENUE	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED	% of CHANGE
50 - PROPERTY TAXES	15,967,241	17,354,227	19,219,947	18,614,836	20,901,940	
51 - SALES & OTHR TAXES	8,106,163	7,810,935	8,939,100	8,413,523	9,538,417	
52 - PERMITS & LICENSES	1,346,318	1,513,142	1,603,365	1,395,050	1,422,050	
53 - FINES & FEES	805,895	591,751	644,322	476,730	386,600	
54 - INTERGOVERNMENTAL	173,036	133,327	153,621	165,000	237,500	
55 - INTEREST	554,234	400,153	139,903	150,000	67,700	
56 - FRANCHISE FEE REV	1,949,561	1,779,687	1,798,295	1,710,000	1,739,000	
57 - CHARGES FOR SERVICES	304,011	185,799	268,742	283,000	270,300	
58 - TRANS FROM OTHR FUND	2,622,660	3,031,332	2,631,399	2,715,194	2,905,293	
59 - OTHER SOURCES	802,047	460,739	580,185	386,600	391,000	
Grand Total	**$32,631,166**	**$33,261,091**	**$35,978,879**	**$34,309,933**	**$37,859,800**	**10.35%**

FY 2022-23 GENERAL FUND
PROPOSED BUDGET REVENUES

$37,859,800



FY 2022-23 PROPOSED BUDGET TAX RATE



Certified Taxable Values		
Residential	$	2,234,310,131
Commercial and BPP	$	972,311,181
Total Certified Values	$	3,206,621,312
Lowest Value under Protest	$	113,196,006
Total Taxable Value	$	3,319,817,318
Proposed Tax Rate	$	0.650462
Divide Values / $100	$	33,198,173.18
Total Property Tax Revenue	**$**	**21,594,150**

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UNDERSTANDING YOUR PROPERTY TAXES

Property Tax Calculation Example

	TAX YEAR 2021			
AVG MARKET VALUE	$195,587			
	Homestead Exemptions Only			
	RATE	HOMESTEAD REDUCTION IN VALUE	TAXABLE VALUE	AMOUNT
CITY	0.700000	0	195,587	$1,369.11
DUNCANVILLE ISD	1.315900	-25,000	170,587	$2,244.75
DALLAS COUNTY	0.237946	-39,117	156,470	$372.31
PARKLAND HOSPITAL	0.255000	-39,117	156,470	$399.00
DALLAS COLLEGE	0.123510	-39,117	156,470	$193.26
TOTAL PROPERTY TAX				$4,578.43

	TAX YEAR 2022 (Projected)			
AVG MARKET VALUE	$262,913			
	Homestead Exemptions Only			
	RATE	HOMESTEAD REDUCTION IN VALUE	TAXABLE VALUE	AMOUNT
CITY	0.650462	0	262,913	$1,710.15
DUNCANVILLE ISD *	1.315900	-40,000	222,913	$2,933.31
DALLAS COUNTY *	0.237946	-52,583	210,330	$500.47
PARKLAND HOSPITAL *	0.255000	-52,583	210,330	$536.34
DALLAS COLLEGE *	0.123510	-52,583	210,330	$259.78
TOTAL PROPERTY TAX				$5,940.05

	TAX YEAR 2021			
AVG MARKET VALUE	$195,587			
	Homestead Exemptions & Over 65			
	RATE	HOMESTEAD REDUCTION IN VALUE	TAXABLE VALUE	AMOUNT
CITY	0.700000	-30,000	165,587	$1,159.11
DUNCANVILLE ISD	1.315900	-40,000	155,587	$2,047.37
DALLAS COUNTY	0.237946	-108,117	87,470	$208.13
PARKLAND HOSPITAL	0.255000	-108,117	87,470	$223.05
DALLAS COLLEGE	0.123510	-114,117	81,470	$100.62
TOTAL PROPERTY TAX				$3,738.28

	TAX YEAR 2022 (Projected)			
AVG MARKET VALUE	$262,913			
	Homestead Exemptions & Over 65			
	RATE	HOMESTEAD REDUCTION IN VALUE	TAXABLE VALUE	AMOUNT
CITY	0.650462	-30,000	232,913	$1,515.01
DUNCANVILLE ISD *	1.315900	-55,000	207,913	$2,735.93
DALLAS COUNTY *	0.237946	-121,583	141,330	$336.29
PARKLAND HOSPITAL *	0.255000	-121,583	141,330	$360.39
DALLAS COLLEGE *	0.123510	-127,583	135,330	$167.15
TOTAL PROPERTY TAX				$5,114.77

FY 2022-23 PROPOSED BUDGET TAX RATE

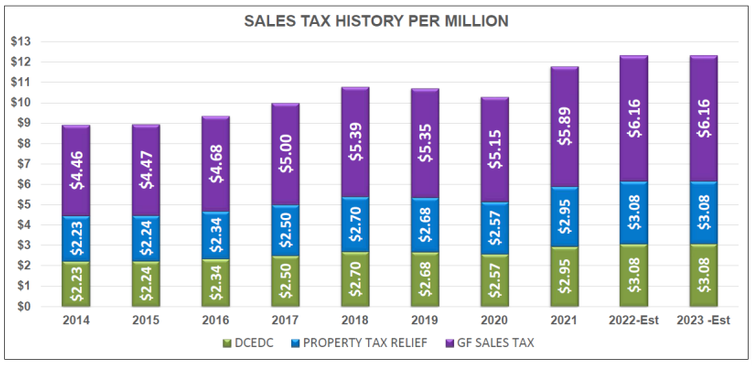
Tax Rate Comparison			
Fiscal Year	Tax Rate	No-New-Revenue Rate (Formerly Effective Tax Rate)	Voter-Approval Rate (Formerly Rollback Tax Rate)
2017	$0.758447	$0.704578	$0.763848
2018	$0.758447	$0.717895	$0.780079
2019	$0.748448	$0.689904	$0.748940
2020	$0.743447	$0.686452	$0.751442
2021	$0.716852	$0.698962	$0.721852
2022	$0.700000	$0.673838	$0.702073
2023	**$0.650462**	**$0.599304**	**$0.650462**

- The proposed budget for FY 2022-23 incorporates a proposed certified tax rate of $0.650462 per $100 valuation.
- This is a reduction of $0.049538 (-7.1%).
- This is the fifth consecutive year for a rate reduction.
- This is not above the calculated Voter-Approval rate but above the No-New-Revenue Rate.

FY 2022-23 PROPOSED BUDGET TAX RATE

2022 PROPOSED TAX RATES				
CITY	2021	2022	% of Change	2022 Avg Home Value
Cedar Hill	$0.697029	$0.646409	-7.26%	$321,237
Dallas	$0.773300	$0.745800	-3.56%	$410,175
DeSoto	$0.701554	$0.691554	-1.42%	$307,458
Duncanville	$0.700000	$0.650462	-7.07%	$262,913
Lancaster	$0.762987	$0.691822	-9.33%	$235,115

FY 2022-23 GENERAL FUND
PRPOSED BUDGET REVENUES



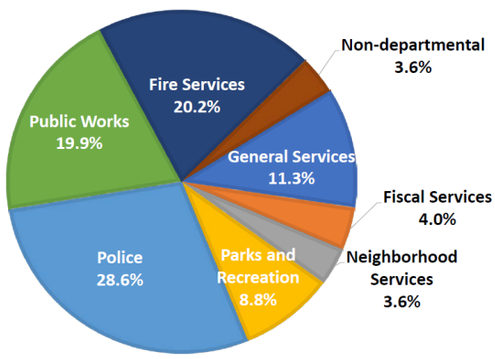
FY 2022-23 GENERAL FUND
PROPOSED BUDGET EXPENDITURES

GENERAL FUND EXPENDITURES BY TYPE	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED	% of CHANGE
60 - SALARY AND BENEFITS	20,253,050	20,528,773	20,397,639	21,960,830	24,154,239	
72 - SUPPLIES & MATERIALS	1,349,278	1,244,803	1,286,365	1,835,678	2,026,341	
73 - CONTRACT & PROF SVCS	5,468,006	6,152,739	6,761,427	7,320,849	7,027,930	
74 - MAINT & REPAIR SVCS	685,189	575,999	681,843	715,683	1,385,657	
75 - UTILITIES	783,324	830,404	1,007,560	922,676	952,225	
76 - CAPITAL OUTLAY	511,196	139,006	139,651	163,085	161,175	
77 - DEBT SERVICES	240,228	240,228	240,228	60,057	0	
78 - TRANS TO OTHR FUNDS	777,324	1,400,681	1,776,481	3,460,456	1,085,066	
79 - OTHR EXP/FINANCE USE	557,262	235,659	114,171	370,402	479,461	
Grand Total	**$30,624,858**	**$31,348,292**	**$32,405,366**	**$36,809,715**	**$37,272,093**	**1.26%**

Priority 1: People
- $750,000 – COLAs – 3%-to-5% - tiered approach
- -$81,000 – Medical insurance rate decrease
- $134,000 – Fuel Stipend

Priority 2: Council Requests - Customer Service
- $42,880 – 2 Part-Time Customer Service Advocates
- $300,000 – for Merit awards

FY 2022-23 GENERAL FUND
PROPOSED BUDGET EXPENDITURES BY DEPARTMENT



FY 2022-23 GENERAL FUND

GENERAL FUND BALANCE	2021-22 AUDITED ACTUAL	FY 2022-23 REVISED	FY 2022-23 PROPOSED	FY 2022-23 PROPOSED w/ FIRE STATION
BEG BALANCE	$11,714,696	$15,268,748	$14,084,074	$14,084,074
NET REVENUE (EXPENSES)	$3,556,264	($1,184,674)	$587,707	($2,412,293)
ENDING BALANCE	**$15,268,748**	**$14,084,074**	**$14,671,781**	**$11,671,781**
DAYS OF OPERATIONS	172	142	144	106
UNRESERVED FUNDS REMAINING AFTER 60 DAY RESERVE	**$9,940,647**	**$8,122,600**	**$8,544,862**	**$5,544,862**

The fund balance will be reduced by $3 million if used for the completion for Fire Station project.

FY 2022-23 UTILITY FUND

UTILITY FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue			
53 - FINES & FEES	4,202	5,000	4,000
54 - INTERGOVERNMENTAL	677	600	600
55 - INTEREST	33,292	32,000	17,100
57 - CHARGES FOR SERVICES	16,924,527	17,953,946	19,132,989
59 - OTHER SOURCES	34,490	34,550	70,777
Revenue Total	**16,997,188**	**18,026,096**	**19,225,466**
Expense			
60 - SALARY AND BENEFITS	(1,783,078)	(2,300,829)	(2,255,320)
71 - OFFSET EXP ACCOUNTS	(45,135)	0	0
72 - SUPPLIES & MATERIALS	(371,643)	(475,800)	(689,121)
73 - CONTRACT & PROF SVCS	(9,060,122)	(9,430,662)	(9,779,393)
74 - MAINT & REPAIR SVCS	(277,524)	(338,385)	(333,600)
75 - UTILITIES	(116,180)	(121,416)	(122,612)
76 - CAPITAL OUTLAY	(301,705)	(21,368)	(9,490)
77 - DEBT SERVICES	(96,047)	0	0
78 - TRANS TO OTHR FUNDS	(7,409,208)	(7,527,483)	(5,998,881)
79 - OTHR EXP/FINANCE USE	(7,784)	(19,085)	(19,950)
Expense Total	**(19,468,427)**	**(20,235,028)**	**(19,208,367)**
Net Grand Total	**($2,471,238)**	**($2,208,932)**	**$17,099**
PROJECTED BEGINNING FUND BALANCE			11,489,324
PROJECTED ENDING FUND BALANCE			11,506,423

PAGES 131 - 137

OVERALL PROPOSED IMPACTS

- $2,000,000 Cash transfer to Utility CIP
- $202,402 increase in Dallas Water Utilities
- $135,041 increase in Trinity River Authority
- 47% of total expenses goes toward DWU + TRA
- $1,199,370 increase in revenues with proposed rates, which includes Senior Discounts

FY 2022-23 DRAINAGE FUND

DRAINAGE FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	806,290	841,000	780,200
Expense	(736,155)	(1,933,214)	(1,732,430)
Net Grand Total	**$70,135**	**($1,092,214)**	**($952,230)**
PROJECTED BEGINNING FUND BALANCE			1,229,697
PROJECTED ENDING FUND BALANCE			277,467

OVERALL PROPOSED IMPACTS - PAGES 151-154

- $85,977 – Street Sweeping
- $25,000 – Stormwater Management Program – required for MS4 permit (Municipal Separate Storm Sewer System – TxDOT)
- $1,686,888 – CIP – Swan Ridge/Ten Mile Creek

FY 2022-23 SANITATION FUND

SANITATION FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED	FY 2022-23 PROPOSED WITH RATE INCREASE
Revenue	4,245,935	4,168,500	4,150,500	4,369,534
Expense	(4,157,321)	(4,453,612)	(4,699,211)	(4,699,211)
Net Grand Total	**$88,614**	**($285,112)**	**($548,711)**	**(329,677)**
PROJECTED BEGINNING FUND BALANCE			378,252	378,252
PROJECTED ENDING FUND BALANCE			(170,459)	48,575

OVERALL PROPOSED IMPACTS - PAGES 145-149

- $2,827,683 – Garbage Collection expenditures – Residential + Commercial - 4% increase over FY 22 rates.
- $1,219,113 – Landfill Charge – increase of 18.38%
- Recommend passing along rate increase

FY 2022-23 ECONOMIC DEVELOPMENT FUND

ECONOMIC DEVELOPMENT FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	2,946,859	2,781,174	3,151,139
Expense	(1,642,392)	(1,830,881)	(3,777,928)
Net Grand Total	**$1,304,467**	**$950,293**	**($626,789)**
PROJECTED BEGINNING FUND BALANCE			4,741,498
PROJECTED ENDING FUND BALANCE			4,114,709

OVERALL PROPOSED IMPACTS - PAGES 159 - 163

- $1,500,000 - Retail Center Revitalization
- $600,000 - Demo and other incentive grants
- $32,000 – Star Transit
- $67,600 – Beautification & Sustainable Beautification

FY 2022-23 HOTEL/MOTEL FUND

HOTEL MOTEL FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	849,018	734,550	891,500
Expense	(363,562)	(739,821)	(828,124)
Net Grand Total	**$485,457**	**($5,271)**	**$63,376**
PROJECTED BEGINNING FUND BALANCE			2,870,941
PROJECTED ENDING FUND BALANCE			2,934,317

OVERALL PROPOSED IMPACTS - PAGES 155-157

- $85,010 – Special Events Coordinator
- $85,000 – Hoopfest
- $60,000 – Parks/Recreation multi-day event
- $267,945 – other event grants

FY 2022-23 AMERICAN RESCUE PLAN FUND

ARPA	FY 2021-22 REVISED	FY 2022-23 PROPOSED
Revenue	4,800,000	4,803,000
Expense	(3,491,430)	(3,306,392)
Net Grand Total	**$1,308,570**	**$1,496,608**
PROJECTED BEGINNING FUND BALANCE		1,308,570
PROJECTED ENDING FUND BALANCE		2,805,178

ONE-TIME PROJECTS – IN FY 2023

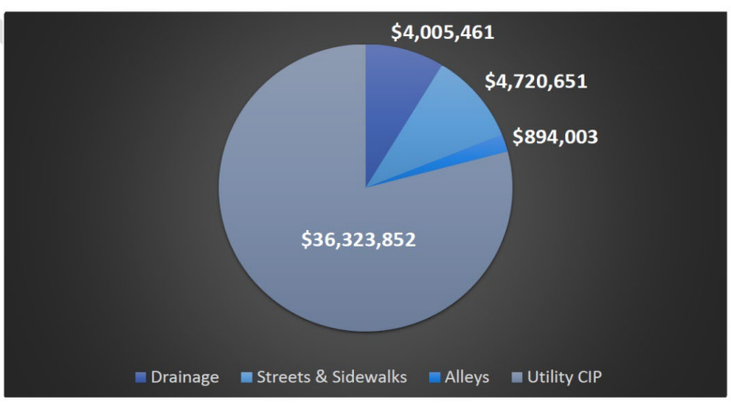
- $78,918 – Police/Public Safety
- $411,773 – Fire – SCBA and 2nd bunker gear
- $100,000 – Dog Park
- $450,701 – Network Infrastructure replacement, Virtual environment, Energov/EAM implementations

FY 2022-23 DEBT SERVICE

DEBT SERVICE FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	1,469,743	1,410,657	857,329
Expense	(1,484,131)	(1,482,357)	(1,484,600)
Net Grand Total	**($14,388)**	**($71,700)**	**($627,271)**
PROJECTED BEGINNING FUND BALANCE			1,313,275
PROJECTED ENDING FUND BALANCE			686,004

- GO Bonds issued 2019
  - Last Payment Feb 2039
  - Callable in 2028 (re-finance if rates are favorable)
  - Principal amount as of 10/01/22 - $18,920,000
- Fieldhouse Debt (DCEDC Funded)
  - Last payment Aug 2025
  - Principal outstanding as of 10/01/22 - $1,540,000

FY 2023 – 2028 PROPOSED CIP



- Streets & Sidewalks have no identified funding source other than General Fund support when available.

Mayor Gordon recessed the meeting at 7:28 p.m.
Mayor Gordon reconvened the meeting at 7:37 p.m.

City Council viewed City Staff's budget video.

Councilmember McBurnett questioned employee retention and service credits.

Councilmember Contreras questioned and spoke on the Fire Marshal.

City Manager Ferrell-Benavides stated that discussion on that particular topic would need to be in private.

Councilmember Koontz stated he would like to see an additional person to support the Communications Director. Council agreed.

B. Announcement of and establishing a budget and tax rate.
No discussion.

4. ADJOURNMENT

The meeting was adjourned at 9:32 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Monday, August 15, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, August 15, 2022, at 6:00 p.m. in the Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT:	Mayor Pro Tem Joe Veracruz
	Councilmember Don McBurnett
	Councilmember Jeremy Koontz
	Councilmember Karen Cherry
	Councilmember Greg Contreras
COUNCIL ABSENT:	Mayor Barry L. Gordon
	Councilmember At-Large Patrick Harvey

1. CALL TO ORDER

2. RECEIVE PUBLIC COMMENTS

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

- Submit a comment by 4:00 pm on Monday, August 15, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 15th
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

None.

3. EXECUTIVE SESSION

"City council shall convene into closed executive session pursuant to Sections 551.076(1) and 551.089(3) regarding the deployment, specific occasions for implementation of security personnel and/or security devices for City Council and City Hall."

Executive Session was called into order at 6:00:30 p.m.

Executive Session was adjourned at 7:28 p.m.

4. RECONVENE INTO OPEN SESSION

Take any necessary or appropriate action on closed/executive session matters.

No action.

5. ADJOURNMENT

The meeting was adjourned at 7:28:30 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 16, 2022

CALL TO ORDER
A regular meeting of the Duncanville City Council was called to order on Tuesday, August 16, 2022, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:	Mayor Pro Tem Joe Veracruz Councilmember Don McBurnett Councilmember Greg Contreras
COUNCIL ARRIVING AT:	Councilmember Jeremy Koontz – 6:02 p.m. Councilmember At-Large Patrick Harvey – 7:48 p.m.
COUNCIL ABSENT:	Mayor Barry L. Gordon

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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

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

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

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 emai,l the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, August 16, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 16th.
- First and Last Name; and address

I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Pro Tem Veracruz read the item into the record, and City Manager Ferrell-Benavides reviewed each item. Councilmember McBurnett requested Item 5H – Civil Service Appointment be moved to the Consent Agenda.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. ***Discuss and review the plans for the outdoor fitness project.***

Parks and Rec Director Stevenson presented the item.

Council approved up to $350,000 for outdoor fitness equipment from the ARPA funds at the June 7, 2022, meeting.

- Armstrong Park – 13 stations
- Red Bird Park – 7 stations
- Lions Park – 7 stations

Staff contacted the local vendor for Greenfields Fitness Equipment – the same equipment utilized in Pyburn Park.

- Allows for continuity and ease of maintenance

Councilmember Koontz requested equipment not be placed by historical items. Council agreed.

UNAPPROVED

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

Mayor Pro Tem Veracruz recessed the Briefing Session at 6:32 p.m. for City Council to convene into Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 6:33 p.m. and City Attorney Hager read the item into record.

II.1 ***City Council shall convene into closed executive session pursuant to Section 551.072 Texas Govt Code to deliberate the sale, exchange, lease, or value of real property owned by the City south of Wheatland, east of Main and west of SH 67.***

The Council closed the Executive Session at 7:09 p.m.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 6:00 pm Work Session/Briefing)

The City Council convened into Regular Session in the Council Chambers at 7:19 p.m. with Mayor Pro Tem Veracruz presiding.

Deacon Gene Freeman of Holy Spirit Catholic Church delivered the Invocation.

Mayor Pro Tem Veracruz led the Pledge of Allegiance and Texas Pledge.

III.1. REPORTS

III.1.A. ***Mayor's Report.***
None.

III.1.B. ***Councilmembers' Reports***
Councilmember McBurnett encouraged citizens to volunteer with the Visiting Nurse Associations for Meals on Wheels.

Councilmember Koontz recognized Emily Bridges and Mary Jocken, who helped with the clean-up event.

III.1.C. ***City Manager's Report.***
City Manager Ferrell-Benavides spoke on upcoming City Events.

III.2. PROCLAMATIONS AND PRESENTATIONS

None.

III.3. CITIZENS' INPUT

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

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

- Submit a comment by 4:00 p.m. on Tuesday, August 16, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 16th.
- First and Last Name; and address

UNAPPROVED

Mayor Pro Tem Veracruz read the item into record. The following spoke during the Citizens Input Period:

Erika Browning, 442 East Cherry Street – spoke on the budget.

Emily Bridges, 418 Oleander – spoke on litter.

Patricia Ebert, 115 South Greenstone – spoke on staff and budget.

III.4. CONSENT AGENDA

Mayor Pro Tem Veracruz requested that City Secretary Kristin Downs read the Consent Agenda Items.

III.4.A. ***Consider the Minutes for the Date, Year City Council Regular Meeting.***

- 2022-06-07 - City Council - Minutes - UNAPPROVED
- 2022-06-21 - City Council - Minutes - UNAPPROVED
- 2022-06-27 - Special - City Council - Minutes - UNAPPROVED
- 2022-07-18 - Special - City Council - Minutes - UNAPPROVED
- 2022-07-21- Special - City Council - Minutes - UNAPPROVED
- 2022-07-25 - Special - City Council - Minutes - UNAPPROVED
- 2022-07-26- Special - City Council - Minutes - UNAPPROVED

III.4.B. ***Consider a Resolution approving the terms and conditions of contract amendment #3 to Professional Engineering Services Agreement 19-035 for the design of the Danieldale Rd Street and Subsurface Utilities Reconstruction from Main Street to US-67.***

III.4.C. ***Consider a Resolution approving an interlocal agreement between the City of Dallas, Texas, and the City of Duncanville, Texas, for the Duncanville 16-Inch Water Transmission Main Relocation Project.***

III.4.D. ***Consider a Resolution approving the proposal for city paid employee and retiree medical and prescription plan with Blue Cross Blue Shield of Texas for a one-year agreement.***

III.5.H. ***Consider a Resolution confirming the City Manager's reappointment of Lia Polk as a member of the Duncanville Civil Service Commission for a three (3) year term, to expire October 31, 2025.***
moved to consent

Councilmember Greg Contreras made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 5 for, 0 against, with Mayor Barry L. Gordon and Councilmember At-Large Patrick Harvey absent. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. ***Conduct a Public Hearing for consideration and action regarding the request of Peter D'Amato, applicant and owner, to include a Specific Use Permit "SUP" for Short-Term Rental on Winona Gardens 2, Block 4 S 100 FT, Lot 12, more commonly known as 203 North Casa Grande Circle, Duncanville, Dallas County, Texas.***
Director of Planning & Neighborhood Services Tennant presented the item.

Variance Request:

- To allow a short-term rental to be allowed at the petitioned address.

Future Land Use Map Designation

- Low Density Residential

Zoning District

- SF-10 Single-Family Residential District

Code Section & Requirements

- Section 3.04(B)(8) – Short-Term Rental Standards

UNAPPROVED

- Short-Term Rental(s) must obtain a SUP in all residential and office/retail districts; are not allowed in commercial and industrial districts; are allowed in downtown districts

Code Section & Requirements – Comprehensive Zoning Ordinance

- Defined as 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, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit between a homeowner and tenant.

What is not a Short-term Rental

- *A Long-Term Rental* is defined as a single-family dwelling, two-family dwelling (duplex) and townhouse, or portion thereof that is rented or offered for rent for longer than 30 days as a residence to a non-family member.
- *A Boarding House* is defined as a temporary or permanent residence that provides housing for four (4) or more unrelated people. Such use is not licensed by the State.
- *A Bed and Breakfast* is defined as generally small, owner-operated businesses providing the primary financial support of the owner. Usually, the owner lives on premises. The building's primary usage is for business. Inns advertise, appropriate taxes, and post signs. Breakfast is the only meal served and only to overnight guests. The inn may host events such as weddings, small business meetings, etc. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property.

16 Mailings Sent Out
0 Replied in Favor
2 Replied in Not In Favor

During the July 19, 2022, the Planning and Zoning Commission recommended approval of the request.

Proviso(s)/Condition(s) for Consideration

- No Loud and raucous noise may be present on the property between the hours of 10:00 p.m. and 7:00 a.m.
- The SUP will be removed if the location receives three (3) substantiated complaints from neighboring property owners for excessive noise or traffic within a twenty-four (24) month period.
- The property must continue to be in good standing by not having any outstanding issues related to taxes or code compliance provisions.
- A report must be submitted to Planning staff each January that indicates the following:
    - The number of nights the unit was rented as a Short-Term Rental in the previous year
    - Proof of payment of Hotel Occupancy Tax
    - Proof of current property insurance
- The property will be suspended or removed from the registration list for one (1) year if false or misleading information is provided, there has been a violation of the terms, conditions, or restrictions or if the Hotel Occupancy Tax has not been paid in a timely manner.
- Continued operation of a short-term rental following suspension or removal from the registration list will be considered a violation of the City of Duncanville's Comprehensive Zoning Ordinance.

Public Hearing opened at 7:43 p.m.

In favor:
Peter D'Amato, 211 North Casa Grande Circle – spoke.
Ethan D'Amato, 211 North Casa Grande Circle – spoke.

UNAPPROVED

Joshua D'Amato, 211 North Casa Grande Circle – spoke.
Molly D'Amato, 211 North Casa Grande Circle – spoke.
Ruth Carlson, 822 Sherrill
Stu Carlson, 822 Sherrill

{Councilmember At-Large Harvey joined the meeting at 7:48 p.m.}

Opposed:
Cathy Ordemann, 313 North Casa Grande Circle – spoke.
Henry Polley, 310 North Casa Grande Circle – spoke.
Kenneth Arnven, 702 Hopkins Ave
Dorothy Schearer, 108 North Casa Grande C

Councilmember Don McBurnett made a motion to close the Public Hearing, Councilmember Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

Public Hearing closed 7:58 p.m.

City Attorney Hager stated there was an indicator there was an increased number in opposition. Is it in writing and does it constitute 20% of the property within 200ft? If so, that would require a supermajority vote.

Staff left to verify.

City Council tabled Items 5A and 5B, for Staff to provide the results.

III.5.B. ***Conduct a Public Hearing for consideration and action regarding the request of Peter D'Amato, applicant and owner, to include a Specific Use Permit "SUP" for Short-Term Rental on Winona Gardens 2, Block 4, Lot 11, more commonly known as 211 North Casa Grande Circle, Duncanville, Dallas County, Texas.***
City Council tabled Items 5A and 5B, for Staff to provide the results.

III.5.C. ***Conduct a Public Hearing regarding the request of Alejandro Mora, Applicant and Owner, to include a Specific Use Permit "SUP" for Carport on Paxton Acres, Block A, Lot 8, more commonly known as 218 Cedar Street, Duncanville, Dallas County, Texas.***
Director of Planning & Neighborhood Services Tennant presented the item.

Variance Request
- To allow a 294 sq. ft. Carport to be allowed at the petitioned address.

Future Land Use Map Designation
- Low Density Residential

Zoning District
- SF-7 Single-Family Residential District

Code Section & Requirements
- Section 3.03 – Permitted Use Chart
- Carport(s) must obtain a SUP in all residential districts; are not allowed in retail, office, commercial and industrial districts; are not allowed in downtown districts

Code Section & Requirements – Comprehensive Zoning Ordinance
- Per 4.13(D)(4) Miscellaneous Standards:
  - Type B accessory buildings, including carports, 400 square feet or less shall be built with materials that are durable and resistant to deterioration.
  - Profiled panels, deep ridge panels, and concealed fastener systems are permitted.

UNAPPROVED

- All vertical and horizontal structural members of carports shall be of 14-gauge steel or aluminum.
- Vertical supporting members shall be a minimum of three inches in diameter for circular posts or three inches by three inches for tubular posts.
- Low or single pitch carport roofs shall be of maintenance free materials (minimum 26-gauge steel or aluminum).
- Exterior finish for metal materials shall be baked enamel finish or painted to the manufacturer's specifications; unpainted metal finish is prohibited.
- The use of corrugated metal, plastic, or fiberglass panels is prohibited.

- Section 3.03 – Carport
  - An accessory structure made of canvas, aluminum, or similar materials, or any combination thereof, open on two or more sides for the shade and shelter of private passenger vehicles.

13 Mailings Sent Out
0 Replied in Favor
0 Replied in Not In Favor

During the July 25, 2022, the Planning and Zoning Commission recommended approval of the request.

Proviso(s)/Condition(s) for Consideration

- The carport will not be built with the identified prohibited materials.
- The carport will not encroach into the required front yard setback.

Public Hearing opened at 8:11 p.m.

In favor:
No one spoke.

Opposed:
No one spoke.

Councilmember Don McBurnett made a motion to close the Public Hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

Public Hearing closed 8:12 p.m.

City Attorney Hager stated he provided a copy to Council of the translated letter that was provided in Spanish from Alejandro Mora.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Greg Contreras seconded the motion. The vote was cast 5 for, 0 against, with Mayor Barry L. Gordon absent. Item passed.

III.5.D. ***Conduct a Public Hearing regarding the request of Telese Clark, Applicant, representing Jordan Myller of B H Industrial LLC, Owner, to include a Specific Use Permit "SUP" for Adult Life Skills Center on Fairmeadows Village Replat, Block P, Lot 2R ACS 9.8519 AC, more commonly known as 328 East Camp Wisdom Road, Duncanville, Dallas County, Texas.***

Director of Planning & Neighborhood Services Tennant presented the item.

Variance Request

- To rescind the SUP request to allow an adult day service at the petitioned address. The use is currently permitted within the current Comprehensive Zoning Ordinance.

UNAPPROVED

Future Land Use Map Designation

- Retail (Opportunity Area 6)

Zoning District

- General Office Retail District

Opportunity Area 6

- Located south of I-20 east of Main Street comprising 45 developable acres
- Serves as a significant northern gateway into downtown.
- Abuts single family residential to the south and is adjacent to the Downtown District.
- Most parcels in the area front along Camp Wisdom and have an incomplete sidewalk network.
- Falls into the City's TIF District, meaning there is a potential for future reinvestment
- Envisioned as serving two primary purposes
    - An upscale retail/commercial and entertainment area serving as a key transition into Downtown along Camp Wisdom
    - High quality Interstate/Highway Commercial Development along I-20

Code Section & Requirements – Comprehensive Zoning Ordinance

- Defined as a facility that offers services and activities to senior citizens, including but not limited to counseling, assistance with daily tasks, exercise, transportation, and social activities. Such facilities do not include overnight stays.
- This is an application for renewal; however, the requested use is currently allowed within GOR.
    - Initially approved by City Council on December 6, 2016, under Ordinance No. 2294. The applicant has complied with the renewal conditions.

Section 3.03 Permitted Use Chart

- Adult Day Services are permitted within the following Districts:
    - Local Office Retail
    - General Office Retail
- Adult Day Services require a Specific Use Permit in the following Districts
    - Multifamily
    - Neighborhood Office Retail
- Adult Day Services are prohibited in the following Districts:
    - Single Family
    - Commercial
    - Industrial
    - Downtown

108 Mailings Sent Out
0 Replied in Favor
0 Replied in Not In Favor

During the July 25, 2022, the Planning and Zoning Commission recommended approval of the request.

Public Hearing opened at 8:18 p.m.

In favor:
No one spoke.

Opposed:
No one spoke.

Councilmember Jeremy Koontz made a motion to close the Public Hearing, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

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Public Hearing closed at 8:19 p.m.

Councilmember Greg Contreras made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

III.5.E. ***Consider an Ordinance revising the operating budget for Fiscal Year 2021-2022 by appropriating supplemental revenues and revising expenditures.***

Chief Innovation Officer Otey presented the item.

Purpose:

- Provide an overview of changes from FY 2022 ADOPTED to FY 2022 REVISED budgets
- Obtain approval by Council to modify the budget in our Financial System
- Increase transparency of funding allocation

Process:

- Departments completed a mid-year review of budgets and proposed changes
- Departments submitted requests to revise their budget with Board and/or Council approved items – ex. Economic Development grant

	REVENUES			EXPENSES		
FY 2021-22 BUDGET REVISIONS	FY 2022 ADOPTED	FY 2022 REVISED	DIFFERENCE	FY 2022 ADOPTED	FY 2022 REVISED	DIFFERENCE
Revenue						
001 - GENERAL FUND	34,309,933	35,080,959	771,026	(36,809,715)	(36,265,634)	(544,081)
002 - WATER/SEWER UTILITY FUND	18,026,096	17,293,269	(732,827)	(20,235,028)	(20,299,305)	64,277
005 - DEBT SERVICE FUND	1,410,657	1,410,157	(500)	(1,482,357)	(1,482,357)	(0)
008 - COMPREHENSIVE SELF INSURANCE	468,629	467,629	(1,000)	(551,200)	(640,000)	88,800
010 - HOTEL TAX FUND	734,550	881,000	146,450	(739,821)	(741,536)	1,715
012 - ECONOMIC DEVELOPMENT	2,781,174	3,081,326	300,152	(1,830,881)	(3,353,464)	1,522,583
013 - GRANT FUND	(0)	72,000	72,000	(352,160)	(424,160)	72,000
015 - DRAINAGE FUND	841,000	801,000	(40,000)	(1,933,214)	(696,970)	(1,236,244)
016 - FLEET/EQUIP REPR/REPLACE FUND	893,709	904,709	11,000	(2,161,838)	(2,003,213)	(158,625)
017 - UTILITY CAPITAL PROJECTS	5,000,500	5,000,500	(0)	(8,334,398)	(5,534,242)	(2,800,156)
019 - SANITATION FUND	4,168,500	4,120,500	(48,000)	(4,453,612)	(4,580,863)	127,251
020 - STREET/ALLEY CIP FUND	1,471,000	951,722	(519,279)	(1,001,737)	(453,766)	(547,972)
024 - PARK CAPITAL IMPROV FUND	(0)	5,220,000	5,220,000	(0)	(20,000)	20,000
025 - ALLEY IMPROVEMENT FUND	150,000	150,000	(0)	(230,591)	(22,444)	(208,147)
026 - CAPITAL IMPROVEMENT PROJ FUND	100,000	100,000	(0)	(10,439,101)	(9,007,432)	(1,431,669)
031 - TRAFFIC IMPROVEMENT & SAFETY	(0)	(0)	(0)	(0)	(243,522)	243,522
032 - INFO TECH REPAIR/REPLACE FUND	152,033	385,996	233,963	(129,800)	(229,800)	100,000
033 - TAX INCREMENT FINANCING FUND	75,575	75,575	(0)	(2,750)	(2,750)	(0)
041 - ONE-TIME PROJECTS	1,136,000	1,136,000	(0)	(2,703,103)	(2,830,022)	126,919
050 - POLICE FORFEITURE/SEIZURE FUND	1,300	1,300	(0)	(0)	(60,774)	60,774
051 - STATE ASSET FORFEITURE FUND	5,500	5,500	(0)	(79,248)	(79,248)	(0)
052 - FEDERAL ASSET FORFEITURE FUND	30,000	30,000	(0)	(37,736)	(96,576)	58,840
225 - COURT SECURITY FUND	12,000	8,600	(3,400)	(30,366)	(11,160)	(19,206)
230 - JUVENILE CASE MANAGER FUND	19,500	10,000	(9,500)	(26,109)	(26,209)	100
235 - COURT TECHNOLOGY	12,000	7,500	(4,500)	(970)	(0)	(970)
456 - FIELDHOUSE	1,884,975	1,940,225	55,250	(1,883,204)	(1,933,861)	50,657
757 - EMERGENCY/ DISASTER RELIEF	(0)	(0)	(0)	(0)	(0)	(0)
758 - AMERICAN RESCUE PLAN	(0)	4,800,000	4,800,000	(0)	(4,800,000)	4,800,000
Grand Total	$73,684,631	$83,935,467	$10,250,836	(95,448,940)	(95,839,308)	$390,368

Councilmember Jeremy Koontz made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent. Item passed.

III.5.A. ***Conduct a Public Hearing for consideration and action regarding the request of Peter D'Amato, applicant and owner, to include a Specific Use Permit "SUP" for Short-Term Rental on Winona Gardens 2, Block 4 S 100 FT, Lot 12, more commonly known as 203 North Casa Grande Circle, Duncanville, Dallas County, Texas.***

City Manager Ferrell-Benavides stated although there were a number of letters in opposition, only two letters were found valid, therefore a supermajority vote would not be required.

Councilmember Greg Contreras made a motion to approve the item as stated, Councilmember Karen Cherry seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent. Item passed.

III.5.B. ***Conduct a Public Hearing for consideration and action regarding the request of Peter D'Amato, applicant and owner, to include a Specific Use Permit "SUP" for Short-Term Rental on Winona Gardens 2, Block 4, Lot 11, more commonly known as 211 North Casa Grande Circle, Duncanville, Dallas County, Texas.***

Director of Planning & Neighborhood Services Tennant presented the item.

Variance Request

- To allow a short-term rental to be allowed at the petitioned address.

Future Land Use Map Designation

- Low Density Residential

Zoning District

- SF-10 Single-Family Residential District

Code Section & Requirements

- Section 3.04(B)(8) – Short-Term Rental Standards
- Short-Term Rental(s) must obtain a SUP in all residential and office/retail districts; are not allowed in commercial and industrial districts; is allowed in downtown districts

Code Section & Requirements – Comprehensive Zoning Ordinance

- Defined as 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, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit between a homeowner and tenant.

What is not a Short-term Rental

- *A Long-Term Rental* is defined as a single-family dwelling, two-family dwelling (duplex) and townhouse, or portion thereof that is rented or offered for rent for longer than 30 days as a residence to a non-family member.
- *A Boarding House* is defined as a temporary or permanent residence that provides housing for four (4) or more unrelated people. Such use is not licensed by the State.
- *A Bed and Breakfast* is defined as generally small, owner-operated businesses providing the primary financial support of the owner. Usually, the owner lives on premises. The building's primary usage is for business. Inns advertise, appropriate taxes, and post signs. Breakfast is the only meal served and only to overnight guests. The inn may host events such as weddings, small business meetings, etc. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property.

16 Mailings Sent Out
0 Replied in Favor
1 Replied in Not In Favor

During the July 19, 2022, the Planning and Zoning Commission recommended approval of the request.

Proviso(s)/Condition(s) for Consideration

- No Loud and raucous noise may be present on the property between the hours of 10:00 p.m. and 7:00 a.m.
- The SUP will be removed if the location receives three (3) substantiated complaints from neighboring property owners for excessive noise or traffic within a twenty-four (24) month period.
- The property must continue to be in good standing by not having any outstanding issues related to taxes or code compliance provisions.
- A report must be submitted to Planning staff each January that indicates the following:

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  - The number of nights the unit was rented as a Short-Term Rental in the previous year
  - Proof of payment of Hotel Occupancy Tax
  - Proof of current property insurance
- The property will be suspended or removed from the registration list for one (1) year if false or misleading information is provided, there has been a violation of the terms, conditions, or restrictions or if the Hotel Occupancy Tax has not been paid in a timely manner.
- Continued operation of a short-term rental following suspension or removal from the registration list will be considered a violation of the City of Duncanville's Comprehensive Zoning Ordinance.

Public Hearing opened at 8:42 p.m.

In favor:
Peter D'Amato, 211 North Casa Grande Circle – spoke.
Ethan D'Amato, 211 North Casa Grande Circle – spoke.
Joshua D'Amato, 211 North Casa Grande Circle – spoke.
Molly D'Amato, 211 North Casa Grande Circle – spoke.
Ruth Carlson, 822 Sherrill
Stu Carlson, 822 Sherrill

Opposed:
Cathy Ordemann, 313 North Casa Grande Circle – spoke.
Henry Polley, 310 North Casa Grande Circle – spoke.
Kenneth Arnven, 702 Hopkins Ave
Dorothy Schearer, 108 North Casa Grande Circle
Catherin Gosko, 106 North Casa Grande

Councilmember At-Large Patrick Harvey made a motion to close the Public Hearing, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

Public Hearing closed at 8:48 p.m.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent. Item passed.

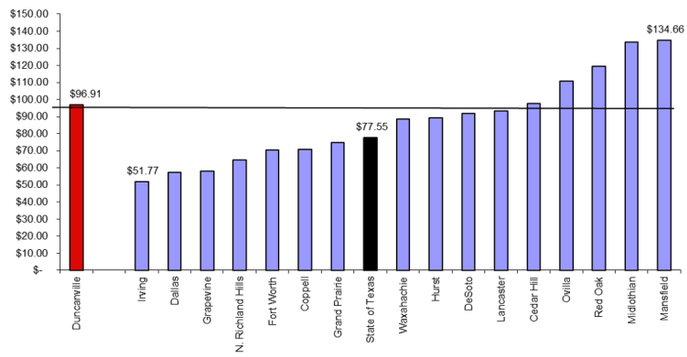
III.5.F. ***Consider approval of an Ordinance of the City of Duncanville, Texas, amending the Code of Ordinances by amending Chapter 20, "Water, Sewer and Sewage Disposal," by amending Article II, "Water Services Charges", Section 20-16, "Rates Established, Determination by Meter Readings," Subsections (a)(1)a. through e., (a)(2)a. 1 through 5, (a)(2)b. 1 through 5, to provide New Water Rates for FY 2022-2023 through FY 2026-2027 for Residential, Multi-Family, Commercial, School, and Municipal Customers; and, by amending Subsections (b)(1) through (b)(4) to provide New Water Rates for FY 2022-2023 through FY 2026-2027 for Commercial and Irrigation Customers; and, by amending Subsections (e)(1), (e)(3)a.,(e)(3)b., (e)(4)a, (e)(4)b., (e)(5)a., (e)(5)b., to provide New Wastewater Rates for Residential, Multi-Family, Commercial, School, and Municipal Customers.***

Dan Jackson, Vice-President of Willdan Financial Services presented the 2022 Water & Wastewater Rate Study.

- City has not adjusted rates since 2019
- As a result, utility fund is now struggling and must access reserves to cover capital costs
- Inflation is driving up operating and capital costs
- TRA has announced intention to implement substantial rate increases over next 5 years
- Utility fund is debt free, but requires funding of $53 million in CIP over next decade, and $6.0 million in AMI directly from rates
- Combination of above factors result in need to implement new long-term rate plan

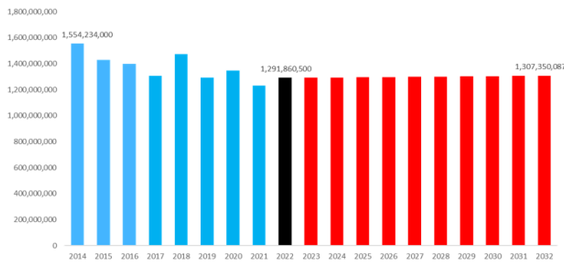
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Current Monthly Residential Charges | 7,000 Gal Water, 5,000 Gal WW



Historical and Forecast Water Consumption (gallons)

Total Accounts = 15,518



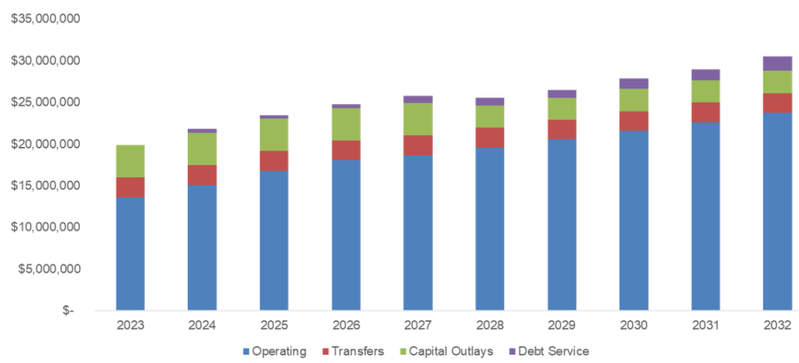
Average Residential Usage per Account Per Month = 6,410 Gallons

Total billed consumption has declined since 2014, indicating a more efficient use of water.

As the City is essentially at build-out, we are not assuming significant growth (or reduction) in total billed consumption.

Water usage varies considerably with weather patterns, the model is based on the overall trend. Annual results may vary significantly.

Forecast Water and Wastewater Cost of Service



Notes on Water/Wastewater Rate Plan

- 5-year rate plan with adjustments effective October 1 of each year
- Assumes no change in rate structure
- Uniform percentage adjustments for base and volume charges
- Funds half of 10-year $53 MM CIP through long term debt
  - 20 years
  - 4.0% interest
- Implements Residential Senior Rate that is 10% less than other Residential



Notes on Water/Wastewater Rate Plan

- 5-year rate plan with adjustments effective October 1 of each year
- Assumes no change in rate structure
- Uniform percentage adjustments for base and volume charges
- Funds half of 10-year $53 MM CIP through long term debt
  - 20 years
  - 4.0% interest
- Implements Residential Senior Rate that is 10% less than other Residential



Recommended Rate Plan -- Water

The rate plan requires a nominal drawdown of fund balance in 2022-2025 to lessen the impact on ratepayers

After 2025 the plan fully funds all aspects of the utility based on the existing market conditions and assumptions.

		Current	October 2022	October 2023	October 2024	October 2025	October 2026
Water Rates -- Residential							
Monthly Min Charge -- 1st 1,000 Gal		$ 14.00	$ 15.82	$ 17.88	$ 19.84	$ 21.83	$ 24.01
Volume Rate Per 1,000 Gal							
1,001	7,000	3.76	4.25	4.80	5.33	5.86	6.45
7,001	15,000	4.85	5.48	6.19	6.87	7.56	8.32
15,001	30,000	5.98	6.76	7.64	8.48	9.32	10.26
30,001	Above	7.09	8.01	9.05	10.05	11.05	12.16
Water Rates -- Residential Senior							
Monthly Min Charge -- 1st 1,000 Gal		14.00	14.24	16.09	17.86	19.64	21.61
Volume Rate Per 1,000 Gal							
1,001	7,000	3.76	3.82	4.32	4.80	5.28	5.80
7,001	15,000	4.85	4.93	5.57	6.19	6.81	7.49
15,001	30,000	5.98	6.08	6.87	7.63	8.39	9.23
30,001	Above	7.09	7.21	8.15	9.04	9.95	10.94
Water Rates -- Commercial							
Monthly Min Charge -- 1st 1,000 Gal		14.00	15.82	17.88	19.84	21.83	24.01
Volume Rate Per 1,000 Gal							
1,001	7,000	3.38	3.82	4.32	4.79	5.27	5.80
7,001	15,000	4.41	4.98	5.63	6.25	6.88	7.56
15,001	30,000	5.45	6.16	6.96	7.72	8.50	9.35
30,001	Above	5.45	6.16	6.96	7.72	8.50	9.35

Recommended Rate Plan -- Wastewater

The rate plan requires a nominal drawdown of fund balance in 2022-2025 to lessen the impact on ratepayers.

After 2025 the plan fully funds all aspects of the utility based on the existing market conditions and assumptions.

	Current	October 2022	October 2023	October 2024	October 2025	October 2026
Wastewater Rates -- Residential						
Monthly Min Charge -- 1st 1,000 Gal	19.25	**20.79**	22.45	23.58	24.75	25.99
1,001 Above	8.22	**8.88**	9.59	10.07	10.57	11.10
Wastewater Rates -- Residential Senior						
Monthly Min Charge -- 1st 1,000 Gal	19.25	**18.71**	20.21	21.22	22.28	23.39
1,001 Above	8.22	**7.99**	8.63	9.06	9.51	9.99
Wastewater Rates -- Commercial						
Monthly Min Charge -- 1st 1,000 Gal	9.07	**9.80**	10.58	11.11	11.66	12.25
1,001 Above	9.07	**9.80**	10.58	11.11	11.66	12.25

Impact on Monthly Charges

	Current	October 2022	October 2023	October 2024	October 2025	October 2026
Residential Monthly Bill						
3,000 Gal W, 3,000 Gal WW						
Total	$ 57.21	**$ 62.86**	$ 69.11	$ 74.21	$ 79.45	$ 85.10
Annual Inc		**5.65**	**6.24**	**5.10**	**5.24**	**5.65**
		9.9%	9.9%	7.4%	7.1%	7.1%
6,000 Gal W, 5,000 Gal WW						
Total	84.93	**93.36**	102.69	110.33	118.18	126.64
Annual Inc		**8.43**	**9.32**	**7.65**	**7.84**	**8.47**
		9.9%	10.0%	7.4%	7.1%	7.2%
10,000 Gal W, 5,000 Gal WW						
Total	103.24	**114.05**	126.07	136.29	146.72	158.04
Annual Inc		**10.81**	**12.01**	**10.22**	**10.44**	**11.32**
		10.5%	10.5%	8.1%	7.7%	7.7%
Commercial Monthly Bill						
25,000 Gal W, 25,000 Gal WW						
Total	350.81	**385.08**	422.89	453.54	485.01	518.93
Annual Inc		**34.27**	**37.82**	**30.65**	**31.47**	**33.92**
		9.8%	9.8%	7.2%	6.9%	7.0%

Impact on Monthly Charges

	Current	October 2022	October 2023	October 2024	October 2025	October 2026
Residential Senior Monthly Bill						
3,000 Gal W, 3,000 Gal WW						
Total	$ 57.21	**$ 56.58**	$ 62.20	$ 66.79	$ 71.50	$ 76.59
Annual Inc		**(0.63)**	**5.62**	**4.59**	**4.71**	**5.08**
		-1.1%	9.9%	7.4%	7.1%	7.1%
6,000 Gal W, 5,000 Gal WW						
Total	84.93	**84.03**	92.42	99.30	106.36	113.98
Annual Inc		**(0.90)**	**8.39**	**6.88**	**7.06**	**7.62**
		-1.1%	10.0%	7.4%	7.1%	7.2%
10,000 Gal W, 5,000 Gal WW						
Total	103.24	**102.65**	113.46	122.66	132.05	142.24
Annual Inc		**(0.59)**	**10.81**	**9.20**	**9.39**	**10.19**
		-0.6%	10.5%	8.1%	7.7%	7.7%

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How Does Rate Plan Benefit Ratepayers and City?

- Proposed rate plans enable the utility to fully fund all water and wastewater maintenance, operating and construction costs
- Will provide for the Utility Fund to operate self-sufficient with no need for General Fund subsidies
- Will enable City to invest $53.5 million to maintain and improve the system
- Enables the City to continually provide safe drinking water and effectively treat wastewater



Councilmember Koontz stated he would vote against the item because he has not seen enough information.

Councilmember At-Large Harvey questioned the expenses broken down for every dollar in the water and sewer fund is provided to Dallas Water Utilities, Trinity River Authority, and maintaining the system.

Staff stated $4.5 million just for expenditures in the water fund, another $4 million from Dallas Water Utilities, and $3.8 million to Trinity River Authority. Mr. Jackson provided a breakdown of all the costs.

Councilmember At-Large Patrick Harvey made a motion to approve the item as stated, Councilmember Karen Cherry seconded the motion. The vote was cast 5 for, 1 against (Councilmember Jeremy Koontz), with Mayor Barry L. Gordon absent. Item passed.

III.5.G. ***Consider appointments to various Boards and Commissions including Audit Committee, 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, Park & Recreation Advisory Board, Sign Control Board, and TIF (Tax Increment Financing Reinvestment Zone Number One).***

City Secretary Downs presented the item.

City Planning & Zoning Commission
Appointment for 1 Year 2022-2023
1. Betty Culbreath
Appointment for 2 Year Terms 2022-2024
2. Misty Bain
3. Charles Smith
4. Jana McBroom

Zoning Board of Adjustment
Apointment for 2 Year Terms 2022-2024
1. Bobby Lydia
2. Lewis Fulbright
3. Stephanie Rutherford

Park & Recreation Advisory Board
Appointment for 2 Year Terms 2022-2024
1. Beth Ferrell
2. Kim Malone
3. Calvin Wells

Library Advisory Board
Appointment for 2 Year Terms 2022-2024
1. Barbara Boddie
2. Shanna Gabel
3. Jan Knoll
4. Cindy Clinton

Audit Committee
Appointment for 1 Year Terms 2022-2023
1. Sue Clark

Sign Control
Appointment for 2 Year Terms 2022-2024
1. Carolyn Cardoza
2. Zebulon Williams
3

DCEDC
Appointment for 2 Year Terms 2022-2024
1. Kenneth Govan
2. Leah Carter

TIF
Appointment for 2 Year Terms 2022-2024
1. Allen Conley
2. Kenneth Bain

Duncanville Neighborhood Vitality Commission
Appointment for 2 Year Terms 2022-2024
1. Robert Romero
2. Jennifer Lott Hagler
3. Melanie Clay

Keep Duncanville Beautiful Board
Appointment for 2 Year Terms 2022-2024
1. JW Wright
2. Shelly Warner
3
4

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Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent. Item passed.

III.5.H. ***Consider a Resolution confirming the City Manager's reappointment of Lia Polk as a member of the Duncanville Civil Service Commission for a three (3) year term, to expire October 31, 2025.***
Item moved to Consent.

III.5.I. ***Consider a Resolution authorizing the City Manager to accept a grant in the amount of $252,801.25 from the Texas Office of the Governor, Public Safety Office – Criminal Justice Division, body-worn camera grant program fy22, to provide funding for the police department, to authorize the cash match amount of $84,267.09 to purchase 65 body-worn-cameras, related storage, charging and docking equipment, and maintenance and warranty agreements for use by police officers.***
City Attorney Hager stated Items 5I and 5J are combined and will be voted on at once.

Chief of Police LiVigni presented the item.

History of current system

- Went live with Motorola, formerly Watchguard, body-worn cameras and in-car cameras in July 2018
- Immediately experienced issues with the burner
- Dallas County District Attorney's Office requires all videos created for a case – Richard Miles Act
- Motorola Video workaround solution – thumb drives
    - Incredibly time consuming
- We have one officer on "light duty" burning video footage to thumb drives 8 hours a day

Motorola video contract

- Contract began July 2018
    - 6-year contract ending in July 2024
    - Paid in full – funding was used from Traffic Safety Fund
    - Need for new contract based on:
        - Typical life span
        - Ongoing issues
        - Expiration of service and warranty agreements
        - Grant funding not guaranteed year to year
    - Would look to a system that alleviates issues and provides:
    - Direct connection to the Dallas County District Attorney's Office for footage upload
        - Huge in promoting efficiency in a lean workforce
        - Better redaction capabilities
        - Used by partnering BSW agencies

Criminal justice division body camera grant program

- October 2021 - City presented a Police Integrated Camera System to City Council as a possible project to be funded from ARPA funding
- November 2021 – Body-Worn Camera Grant Application submitted
    - Addresses the City Council adopted pillar of: "Government Accountability, Customer Service, Efficiency and Process Improvement"
- March 2022 – Grant Awarded (by State)
    - Grant Award (with match) - $337,068.34
        - Criminal Justice Division Funds - $252,801.25
        - City of Duncanville Cash Match - $84,267.09
        - ONLY for Body-worn cameras and video storage
        - Grant Project Funding must be expended by February 28, 2023

AXON Enterprise, Inc.

- Part of buy board contract 648-21 Law Enforcement Body Cameras, Supplies, and Equipment
- Provides needed interface with Dallas County DA's office

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- Both the Cedar Hill and DeSoto Police Departments use an AXON integrated system with no complaints regarding the system
- Total integrated (body-worn and in-car cameras) quoted cost of implementation - $580,975.40
    - Minus grant funding - $252,801.25
    - $328,174.15 would be City's total cost
    - The use of the grant is contingent on the City Council's acceptance of the grant
    - Approval by the City Council to use ARPA funding for this project requires a Budget Revision to fund 758 that includes a budget expenditure increase of $580,976. For the anticipated receipt of Grant Funds. Further, a budget revenue increase of $252,802 would be also requested as a budget revision for FY 2022.

III.5.J. ***Consider a Resolution authorizing the purchase of nineteen (19) in-car cameras and sixty-five (65) body-worn cameras, cloud storage, an evidence library platform, and maintenance and warranty agreements for five years from Axon Integrated Camera System, in an amount not to exceed $580,975.40***

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

III.5.K. ***Take any necessary action as a result of the Executive Session.***
No action.

III.6. STAFF AND BOARD REPORTS

III.6.A. ***Receive the Library Quarterly Report.***
Library Director Velasquez presented the item.

III.6.B. ***Receive the Parks & Recreation Quarterly Report.***
Parks & Rec Director Stevenson presented the item.

III.6.C. ***Receive the Fieldhouse Quarterly Report.***
General Manager Brasfield presented the item.

III.6.D. ***Receive the Monthly Financial Report as of June 30, 2022.***
Managing Director of Fiscal Services Atmore presented the item.

III.6.E. ***Receive the Fiscal Year 2022 Third Quarter Investment Report as of June 30, 2022.***
Managing Director of Fiscal Services Atmore presented the item.

IV. ADJOURNMENT

The meeting was adjourned at 9:51 p.m.

APPROVED:

_____
MAYOR

ATTEST:

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CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Thursday, August 25, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, August 25, 2022, at 6:07 p.m. in the Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry
Councilmember Greg Contreras

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Thursday, August 25, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

- Submit a comment by 4:00 p.m. on Thursday, August 25, 2022.
- Email amy.schuh@duncanville.com
- Email title: Public Comment – August 25th.
- First and Last Name; and address

1. CALL TO ORDER.

2. RECEIVE PUBLIC COMMENTS (SEE ABOVE COMMENTS).

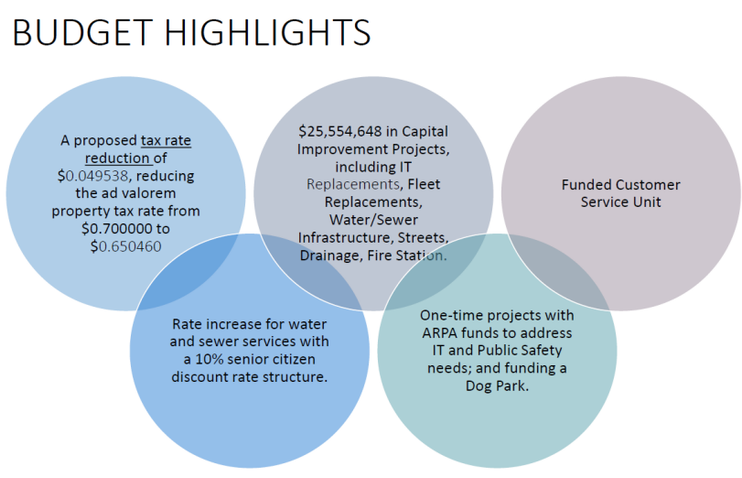
Patricia Ebert, 115 South Greenstone Lane – spoke on the Police Department, Neighborhood Services, and thanked Council for all their hours on the budget process.

Jan Knoll, 1866 Green Tree Lane – submitted a comment on a golf course and the old tax office.

Tedra Williams 866 Astaire Avenue – submitted a comment on speeding and noise.

3. RECEIVE AN OVERVIEW OF THE PROPOSED FY 2022-2023 PROPOSED BUDGET, DELIBERATE, AND CONDUCT A PUBLIC HEARING.

City Manager Ferrell-Benavides, Managing Director of Fiscal Services, and Chief Innovation Officer Otey presented the item.

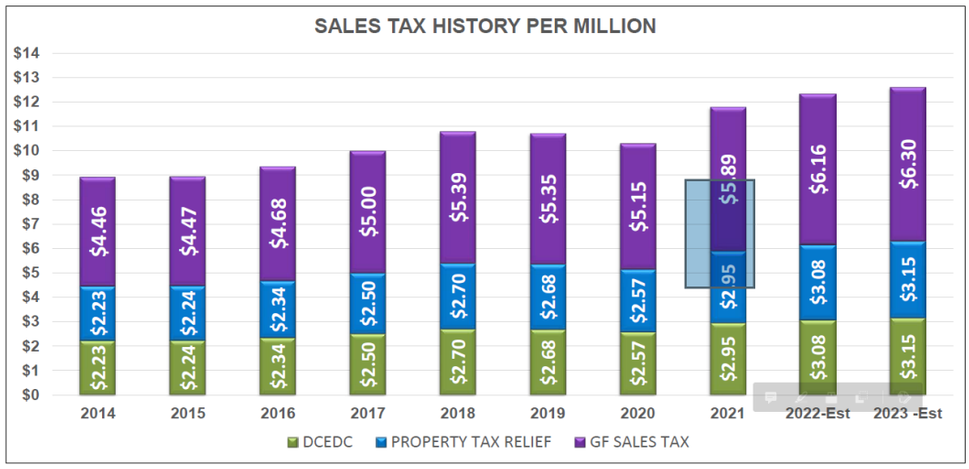


UNAPPROVED

FY 2022-23 GENERAL FUND PROPOSED BUDGET REVENUES

GENERAL FUND REVENUE	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED	% of CHANGE
50 - PROPERTY TAXES	15,967,241	17,354,227	19,219,947	18,614,836	20,805,379	
51 - SALES & OTHR TAXES	8,106,163	7,810,935	8,939,100	8,413,523	9,538,417	
52 - PERMITS & LICENSES	1,346,318	1,513,142	1,603,365	1,395,050	1,422,050	
53 - FINES & FEES	805,895	591,751	644,322	476,730	386,600	
54 - INTERGOVERNMENTAL	173,036	133,327	153,621	165,000	237,500	
55 - INTEREST	554,234	400,153	139,903	150,000	67,700	
56 - FRANCHISE FEE REV	1,949,561	1,779,687	1,798,295	1,710,000	1,739,000	
57 - CHARGES FOR SERVICES	304,011	185,799	268,742	283,000	270,300	
58 - TRANS FROM OTHR FUND	2,622,660	3,031,332	2,631,399	2,715,194	2,905,293	
59 - OTHER SOURCES	802,047	460,739	580,185	386,600	391,000	
Grand Total	**$32,631,166**	**$33,261,091**	**$35,978,879**	**$34,309,933**	**$37,763,239**	**10.07%**

FY 2022-23 GENERAL FUND PRPOSED BUDGET REVENUES



FY 2022-23 GENERAL FUND PROPOSED BUDGET EXPENDITURES

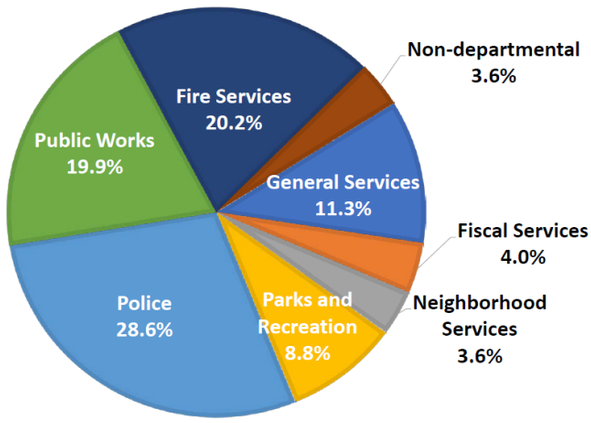
GENERAL FUND EXPENDITURES BY TYPE	FY 2018-19 ACTUAL	FY 2019-20 ACTUAL	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED	% of CHANGE
60 - SALARY AND BENEFITS	20,253,050	20,528,773	20,397,639	21,960,830	24,150,028	
72 - SUPPLIES & MATERIALS	1,349,278	1,244,803	1,286,365	1,835,678	2,029,181	
73 - CONTRACT & PROF SVCS	5,468,006	6,152,739	6,761,427	7,320,849	7,028,950	
74 - MAINT & REPAIR SVCS	685,189	575,999	681,843	715,683	1,385,657	
75 - UTILITIES	783,324	830,404	1,007,560	922,676	952,225	
76 - CAPITAL OUTLAY	511,196	139,006	139,651	163,085	161,175	
77 - DEBT SERVICES	240,228	240,228	240,228	60,057	0	
78 - TRANS TO OTHR FUNDS	777,324	1,400,681	1,776,481	3,460,456	1,169,982	
79 - OTHR EXP/FINANCE USE	557,262	235,659	114,171	370,402	509,461	
Grand Total	**$30,624,858**	**$31,348,292**	**$32,405,366**	**$36,809,715**	**$37,386,658**	**1.57%**

Priority 1: People
- $750,000 – COLAs – 3%-to-5% - tiered approach
- -$81,000 – Medical insurance rate decrease
- $134,000 – Fuel Stipend
- $70,412 – 2nd Communications/Marketing Position
  Council requested addition

Priority 2: Council Requests - Customer Service
- $42,880 – 2 Part-Time Customer Service Advocates
- $300,000 – for Merit awards

Other Highlights:
- $85,000 transfer to Street CIP – sidewalk projects

FY 2022-23 GENERAL FUND
PROPOSED BUDGET EXPENDITURES BY DEPARTMENT



BUDGET ENHANCEMENTS

NON-PERSONNEL

- Purchase New and Replacement Recreation Equipment
- Outdoor Project Screen for Movies in the Park
- Upgrade Senior Center Sound Equipment
- Upgrade City-wide Security
- Purchase additional Library Material (Books and Media)
- Electronic Certificate of Occupancy Application and Processing System
- Enhances and Additional Recreational Programs
- Field Bleachers, goals, and trash barrels replacement
- Meter Replacement Fund
- Back-up Generators
- Shared Fire Truck blocking apparatus

PERSONNEL

- Merit Increase (January up to 2%)
- Cost of Living Adjustment (3-5%)
- Employee Fuel Stipend
- Additional Positions
  - Assistant Police Chief
  - Management Fellow
  - Budget and Grant Analyst
  - Communication Specialist
  - Customer Service Advocate (1 Full-time and 2 Part-Time)
  - Technical Services Librarian
  - Neighborhood Services Administrative Assistant
  - Special Events Managers (EDC Funded)
  - Deputy Fire Marshall

COUNCIL REQUESTED

- Central Dog Park
- Additional Recreation Center Entertainment Equipment Replacement
- Establishing a Conservation Fund for Donations
- Fire Inspection Incentive Program for existing staff
- Additional Outdoor Fitness Equipment in Quail Run Park
- Communication Specialist
- Walking trail under powerline on Clark
- Committed Revenue stream for sidewalks (Alcohol Beverage Tax)

An Average of 267.5 employees over the past 10 Years.

This represents between 2% to 4% increase annually.

From 2013-2023 an increase of 41 FT which is a 17% Increase.



3

BEST SOUTHWEST EMPLOYEE COMPARISON

CITY EMPLOYEES				
CITY	2022-23	2021-22	2020-21	2019-20
Cedar Hill	339	338	343	372.8(*)
DeSoto	425	382.5	375	369
Duncanville	**287**	**280**	**268**	**274**
Lancaster	337	320	317	317

* Includes Part-Time and Full-Time Employees

FY 2022-23 GENERAL FUND

GENERAL FUND BALANCE	2021-22 AUDITED ACTUAL	FY 2022-23 REVISED	FY 2022-23 PROPOSED	FY 2022-23 PROPOSED w/ FIRE STATION
BEG BALANCE	$11,714,696	$15,268,748	$14,060,438	$14,084,074
NET REVENUE (EXPENSES)	$3,556,264	($1,208,310)	$376,581	($2,623,419)
ENDING BALANCE	**$15,268,748**	**$14,060,438**	**$14,437,019**	**$11,460,655**
DAYS OF OPERATIONS	172	141	141	112
UNRESERVED FUNDS REMAINING AFTER 60 DAY RESERVE	**$9,940,647**	**$8,095,079**	**$8,291,267**	**$5,314,903**

The fund balance will be reduced by $3 million if used for the completion for Fire Station project.

FY 2022-23 UTILITY FUND

UTILITY FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue			
53 - FINES & FEES	4,202	5,000	4,000
54 - INTERGOVERNMENTAL	677	600	600
55 - INTEREST	33,292	32,000	17,100
57 - CHARGES FOR SERVICES	16,924,527	17,953,946	19,132,989
59 - OTHER SOURCES	34,490	34,550	70,777
Revenue Total	**16,997,188**	**18,026,096**	**19,225,466**
Expense			
60 - SALARY AND BENEFITS	(1,783,078)	(2,300,829)	(2,255,320)
71 - OFFSET EXP ACCOUNTS	(45,135)	0	0
72 - SUPPLIES & MATERIALS	(371,643)	(475,800)	(689,121)
73 - CONTRACT & PROF SVCS	(9,060,122)	(9,430,662)	(9,779,393)
74 - MAINT & REPAIR SVCS	(277,524)	(338,385)	(333,600)
75 - UTILITIES	(116,180)	(121,416)	(122,612)
76 - CAPITAL OUTLAY	(301,705)	(21,368)	(9,490)
77 - DEBT SERVICES	(96,047)	0	0
78 - TRANS TO OTHR FUNDS	(7,409,208)	(7,527,483)	(5,998,881)
79 - OTHR EXP/FINANCE USE	(7,784)	(19,085)	(19,950)
Expense Total	**(19,468,427)**	**(20,235,028)**	**(19,208,367)**
Net Grand Total	**($2,471,238)**	**($2,208,932)**	**$17,099**
PROJECTED BEGINNING FUND BALANCE			11,489,324
PROJECTED ENDING FUND BALANCE			11,506,423

PAGES 131 - 137

<u>OVERALL PROPOSED IMPACTS</u>

- $2,000,000 Cash transfer to Utility CIP
- $202,402 increase in Dallas Water Utilities
- $135,041 increase in Trinity River Authority
- 47% of total expenses goes toward DWU + TRA
- $1,199,370 increase in revenues with proposed rates, which includes Senior Discounts

FY 2022-23 DRAINAGE FUND

DRAINAGE FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	806,290	841,000	780,200
Expense	(736,155)	(1,933,214)	(1,732,430)
Net Grand Total	**$70,135**	**($1,092,214)**	**($952,230)**
PROJECTED BEGINNING FUND BALANCE			1,227,789
PROJECTED ENDING FUND BALANCE			275,539

OVERALL PROPOSED IMPACTS - PAGES 151-154

- $85,977 – Street Sweeping
- $25,000 – Stormwater Management Program – required for MS4 permit (Municipal Separate Storm Sewer System – TxDOT)
- $1,686,888 – CIP – Swan Ridge/Ten Mile Creek

FY 2022-23 SANITATION FUND

SANITATION FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED	FY 2022-23 PROPOSED WITH RATE INCREASE
Revenue	4,245,935	4,168,500	4,150,500	4,710,817
Expense	(4,157,321)	(4,453,612)	(4,699,211)	(4,699,211)
Net Grand Total	**$88,614**	**($285,112)**	**($548,711)**	**11,606**
PROJECTED BEGINNING FUND BALANCE			350,531	350,531
PROJECTED ENDING FUND BALANCE			(198,190)	362,137

OVERALL PROPOSED IMPACTS - PAGES 145-149

- $2,827,683 – Garbage Collection expenditures – Residential + Commercial - 4% increase over FY 22 rates.
- $1,219,113 – Landfill Charge Total Contract – This is an increase of 18.38%
- Rate increase proposed

FY 2022-23 ECONOMIC DEVELOPMENT FUND

ECONOMIC DEVELOPMENT FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	2,946,859	2,781,174	3,151,139
Expense	(1,642,392)	(1,830,881)	(3,785,328)
Net Grand Total	**$1,304,467**	**$950,293**	**($634,189)**
PROJECTED BEGINNING FUND BALANCE			4,741,498
PROJECTED ENDING FUND BALANCE			4,107,309

OVERALL PROPOSED IMPACTS - PAGES 159 - 163

- $1,500,000 - Retail Center Revitalization
- $600,000 - Demo and other incentive grants
- $32,000 – Star Transit
- $67,600 – Beautification & Sustainable Beautification

FY 2022-23 HOTEL/MOTEL FUND

HOTEL MOTEL FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	849,018	734,550	891,500
Expense	(363,562)	(739,821)	(828,124)
Net Grand Total	**$485,457**	**($5,271)**	**$63,376**
PROJECTED BEGINNING FUND BALANCE			2,870,941
PROJECTED ENDING FUND BALANCE			2,934,317

OVERALL PROPOSED IMPACTS - PAGES 155-157

- $85,010 – Special Events Coordinator
- $85,000 – Hoopfest
- $60,000 – Parks/Recreation multi-day event
- $267,945 – other event grants

FY 2022-23 AMERICAN RESCUE PLAN FUND

ARPA	FY 2021-22 REVISED	FY 2022-23 PROPOSED
Revenue	4,800,000	5,055,801
Expense	(4,800,000)	(3,967,367)
Net Grand Total	**$0.00**	**$1,088,434**
PROJECTED BEGINNING FUND BALANCE		0.00
PROJECTED ENDING FUND BALANCE		1,088,434

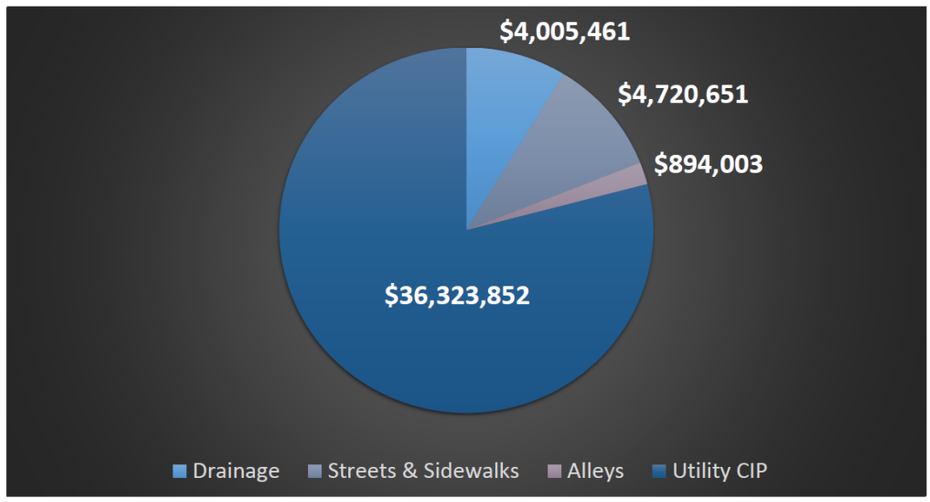
ONE-TIME PROJECTS – IN FY 2023

- $78,918 – Police/Public Safety
- $80,000 – Fire traffic blocking apparatus (shared with Best Southwest)
- $411,773 – Fire – SCBA and 2nd bunker gear
- $100,000 – Central Dog Park
- $450,701 – Network Infrastructure replacement, Virtual environment, Energov/EAM implementations

FY 2022-23 DEBT SERVICE

DEBT SERVICE FUND	FY 2020-21 ACTUAL	FY 2021-22 ADOPTED	FY 2022-23 PROPOSED
Revenue	1,469,743	1,410,657	857,329
Expense	(1,484,131)	(1,482,357)	(1,484,600)
Net Grand Total	**($14,388)**	**($71,700)**	**($627,271)**
PROJECTED BEGINNING FUND BALANCE			1,313,275
PROJECTED ENDING FUND BALANCE			686,004

- GO Bonds issued 2019
  - Last Payment Feb 2039
  - Callable in 2028 (re-finance if rates are favorable)
  - Principal amount as of 10/01/22 - $18,920,000
- Fieldhouse Debt (DCEDC Funded)
  - Last payment Aug 2025
  - Principal outstanding as of 10/01/22 - $1,540,000



- Streets & Sidewalks have no identified funding source other than General Fund support when available.

This budget will raise more total property taxes than last year's budget by $1,814,605 or 9.22%, and of that amount, $158,894 is tax revenue to be raised from new property added to the tax roll this year.

Mayor Gordon recessed the meeting at 6:49 p.m.
Mayor Gordon reconvened the meeting at 6:54 p.m.

Public Hearing opened at 6:55 p.m.

In favor:
Patricia Ebert, 115 South Greenstone Lane – spoke.

In opposition:
Tedra Williams, 866 Astaire Avenue – spoke.
Betty Taylor, 422 Oleander Street – spoke.

Councilmember Don McBurnett made a motion to extend the Public Hearing for ten more minutes, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 1 against (Mayor Barry L. Gordon). Motion passed.

Public Hearing opened at 7:13 p.m.

In opposition:
Emily Bridges, 418 Oleander – spoke.

Councilmember Don McBurnett made a motion to close the Public Hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Public Hearing closed 7:15 p.m.

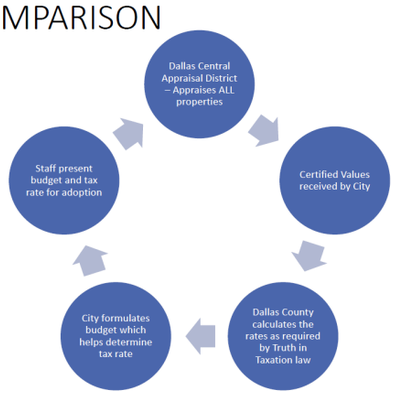
4. **CONSIDER ESTABLISHING THE DATE OF AUGUST 30, 2022 TO CONSIDER A VOTE ON THE BUDGET.**
Councilmember Don McBurnett made a motion to establish August 30, 2022 to consider a vote on the budget, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Item passed.

5. **CONDUCT A PUBLIC HEARING AND DELIBERATE ON THE FY 2022-2023 PROPOSED TAX RATE.**
Mayor Gordon recessed the meeting at 8:17 p.m.
Mayor Gordon reconvened the meeting at 8:27 p.m.

UNAPPROVED

City Manager Ferrell-Benavides, Managing Director of Fiscal Services, and Chief Innovation Officer Otey presented the item.

FY 2022-2023 PROPOSED BUDGET TAX RATE COMPARISON

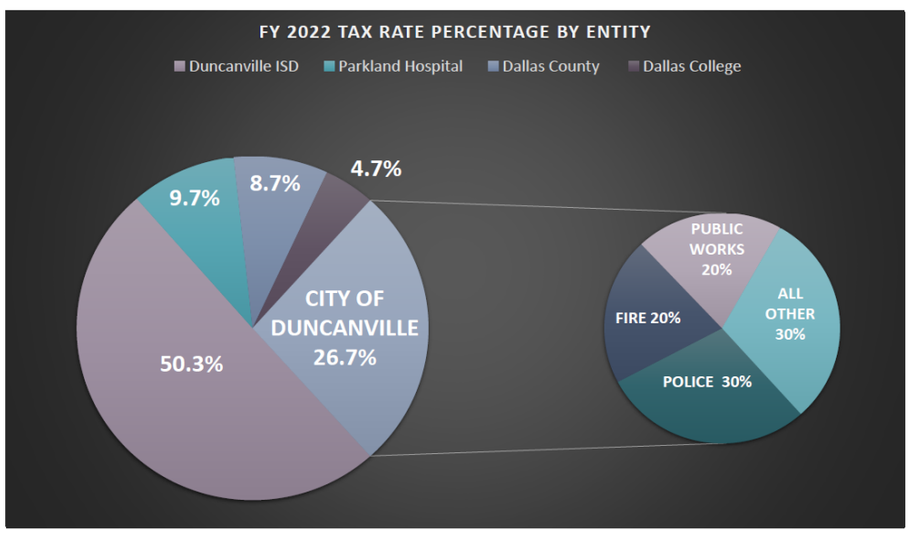


Proposed Tax Rate: The rate the City is proposing and from which the property tax revenue in the FY2022-2023 budget is calculated.

No-New-Revenue Tax Rate: The calculated rate that provides the City with no increase in property tax revenue.

Voter-Approval Rate: The highest rate the City may adopted without an election

UNDERSTANDING YOUR PROPERTY TAXES



FY 2022-2023 PROPOSED BUDGET TAX RATE COMPARISON

FISCAL YEAR	PROPOSED TAX RATE	NO-NEW-REVENUE RATE Formerly Effective Tax Rate	VOTER-APPROVAL RATE Formerly Rollback Tax Rate
2016-2017	$0.758447	$0.704578	$0.763848
2017-2018	$0.758447	$0.717895	$0.780079
2018-2019	$0.748448	$0.689904	$0.748940
2019-2020	$0.743447	$0.696452	$0.751442
2020-2021	$0.716852	$0.698962	$0.721852
2021-2022	$0.700000	$0.673838	$0.702073
2022-2023	**$0.650460**	**$0.599304**	**$0.650462**

Proposed Tax Rate: The rate the City is proposing and from which the property tax revenue in the FY2022-2023 budget is calculated.

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UNDERSTANDING YOUR PROPERTY TAXES

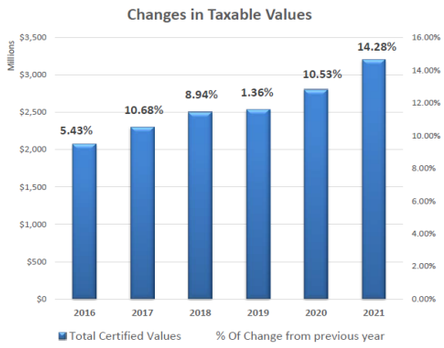
Property Tax Calculation Example

	TAX YEAR 2021			
AVG MARKET VALUE	$195,587			
	Homestead Exemptions & Over 65			
	RATE	HOMESTEAD REDUCTION IN VALUE	TAXABLE VALUE	AMOUNT
CITY	0.700000	-30,000	165,587	$1,159.11
DUNCANVILLE ISD	1.315900	-40,000	155,587	$2,047.37
DALLAS COUNTY	0.227946	-108,117	87,470	$199.38
PARKLAND HOSPITAL	0.255000	-108,117	87,470	$223.05
DALLAS COLLEGE	0.123510	-114,117	81,470	$100.62
TOTAL PROPERTY TAX				$3,729.53

	TAX YEAR 2022 (Projected)			
AVG MARKET VALUE	$262,913			
	Homestead Exemptions & Over 65			
	RATE	HOMESTEAD REDUCTION IN VALUE	TAXABLE VALUE	AMOUNT
CITY	0.650460	-30,000	232,913	$1,515.01
DUNCANVILLE ISD *	1.315900	-55,000	207,913	$2,735.93
DALLAS COUNTY *	0.227946	-121,583	141,330	$322.17
PARKLAND HOSPITAL *	0.255000	-121,583	141,330	$360.39
DALLAS COLLEGE *	0.123510	-127,583	135,330	$167.15
TOTAL PROPERTY TAX				$5,100.65

NOTE: The other entities have not published their proposed tax rates. Rates included here are 2021 tax rates.

FY 2022-23 PROPOSED BUDGET TAX RATE



Certified Taxable Values		
Residential	$	2,234,310,131
Commercial and BPP	$	972,311,181
Total Certified Values	$	3,206,621,312
Lowest Value under Protest	$	113,196,006
Total Taxable Value	$	3,319,817,318
Proposed M&O Rate	$	0.62512
Proposed I&S Rate	$	0.02534
Total Tax Rate	**$**	**0.650460**
Proposed M&O Revenue	$	20,545,379
Proposed I&S Revenue	$	832,829
Total Property Tax Revenue	$	21,378,209

M&O = Maintenance and Operations/General Fund Revenue
I&S = Interest and Sinking/Debt Service

Revenue assumes a 99% Collection Rate

FY 2022-2023 PROPOSED BUDGET TAX RATE HIGHLIGHTS

- The proposed budget for FY 2022-23 incorporates a proposed certified tax rate of **$0.650460 per $100** valuation.
- The proposed rate is:
  - ✓ Lower than the **Voter Approved Rate** by **.000002**.
  - ✓ The **lowest rate in 20 years.**
  - ✓ The **lowest Tax Rate** of all **Best Southwest Cities.**
- This overall rate is a reduction of **$0.04954 (-7.08%)**.
- This is the **fifth consecutive year** for a rate reduction.

FY 2022-2023 PROPOSED BUDGET TAX RATE BEST SOUTHWEST CITIES

Duncanville's proposed tax rate of $0.650460 is the **lowest Tax Rate** of all **Best Southwest Cities.**

City	2021-2022 Actual	2022-2023 Proposed	% Change	2022 Avg. Home Value
Cedar Hill	$0.697029	$0.657000	- 5.74%	$321,237
Dallas	$0.773300	$0.745800	- 3.56%	$410,175
DeSoto	$0.701554	$0.691554	- 1.42%	$307,458
Duncanville	**$0.700000**	**$0.650460**	**- 7.07%**	**$262.913**
Lancaster	$0.7069287	$0.691822	- 10.07%	$235,115

NO-NEW-REVENUE vs PROPOSED TAX RATE

Description	Tax Rate	Difference from Proposed Rate	Total Property Tax Revenue @ 99% Collection Rate	Difference	General Fund Impact
Proposed Tax Revenue	0.650460	0.000000	$21,378,209	$0	$0
Estimated Tax Revenue @ NNR	0.599304	-0.051156	$19,696,840	-$1,681,369	-$1,681,369

2022 PROPOSED TAX RATE

THE PROPOSED TOTAL TAX RATE OF $0.650460 IS A 8.54% INCREASE IN THE TAX RATE

No-New Revenue Total Tax Rate	$0.599304 per $100 valuation
2022 Proposed Total Tax Rate	$0.650460 per $100 valuation
Difference	0.051156
% of Change	8.54%

2022 PROPOSED TAX RATE

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.28 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-30.29

No-New Revenue M&O Tax Rate	$0.561735 per $100 valuation
2022 Proposed M&O Tax Rate	$0.625120 per $100 valuation
Difference	0.063385
% of Change	11.28%

TAXABLE VALUE EXAMPLE	**$100,000**	**$1,000 x the rate**
2022 M&O Tax Rate	$0.625120 per $100	$625.12
2021 M&O Tax Rate	$0.655410 per $100	$655.41
$ Change in M&O Tax Rate	$-0.03029	$-30.29

Public Hearing opened at 8:45 p.m.

In favor:
Kenneth Bain, 938 Cambridge Drive – spoke.

In opposition:
Erika Browning, 442 East Cherry Street – spoke.

Councilmember Don McBurnett made a motion to close the Public Hearing, Councilmember Greg Contreras seconded the motion. The vote was cast 7 for, 0 against.

Public Hearing closed 8:53 p.m.

6. ADJOURNMENT

The meeting was adjourned at 9:17 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Tuesday, August 30, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, August 30, 2022, at 6:00 p.m. in the Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Mayor Pro Tem Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry
Councilmember Greg Contreras

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, August 30, 2022 Thursday, August 25, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, August 30, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 30th.
- First and Last Name; and address

I. REGULAR SESSION

The City Council convened into Regular Session in the Council Chambers at 6:00 p.m. with Mayor Gordon presiding.

Councilmember Veracruz delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

I.1. CITIZENS' INPUT

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

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

- Submit a comment by 4:00 p.m. on Tuesday, August 30, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – August 30th.
- First and Last Name; and address

UNAPPROVED

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

Tedra Williams, 866 Astaire Avenue - spoke on the budget.

Bonnie Cook, 554 Johnson – submitted a comment on the budget.

Gary Bennett, 215 Calder Ave – submitted a comment on Chief of Police and cat leash laws.

Vicki and John Fewel, 1307 High Ridge Drive – submitted a comment on speeding cars, and gas meters.

Gilbert Cavello, 703 San Juan Drive – submitted a comment on the budget.

Celina Lazaro, 407 Charlotte Street – submitted a comment on crime.

Morayma Cavello, 703 San Juan Drive – submitted a comment on water bills.

Daniel T Escalante, 114 N Forest, Lane – submitted a comment water rates.

Misty Bain, 102 Walnut Street – submitted a comment on the budget.

Patricia Ebert, 115 South Greenstone – submitted a comment on the budget.

Tedra Williams, 866 Astaire Avenue – submitted a comment speeding and noise.

Mona Dunkelman, no address – submitted a comment on crime.

Royce Milam, 623 South Alexander Avenue - spoke on hazardous materials.

Erika Browning, - submitted a comment in opposition of Items 2A, 2B, and 2C.

I.2. ITEMS FOR INDIVIDUAL CONSIDERATION

I.2.A. ***Consider an Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2022 through September 30, 2023; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget and ratifying the revised budget FY 2021-2022 Budget (Section 7 of the attached ordinance).***

Chief Innovation Officer Otey presented the item.



UNAPPROVED

FISCAL YEAR 2022-23 All FUND SUMMARY

$37,763,239 $37,386,658 $376,581 General Fund	$19,225,466 $19,208,367 $17,099 Utility Fund	$4,726,656 $4,699,211 $27,445 Sanitation Fund	$2,007,969 * $1,732,430 $275,539 Drainage Fund
$7,892,637 * $3,785,328 $4,107,309 DCEDC Fund	$891,500 $828,124 $63,376 Hotel/Motel Fund	$96,958 $82,250 $14,708 TIF Fund	$2,031,975 $1,959,580 $72,395 Fieldhouse Fund

*** Fund Balance included with new revenue. Covers projects crossed over from previous fiscal year or to utilize existing balance to cover the needs of the fund.**

FISCAL YEAR 2022-23 All FUND SUMMARY

$2,170,604 * $1,484,600 $686,004 005 - Debt Service Fund	$152,493 $143,200 $9,293 410 - IT Replacement Fund	$1,058,684 * $711,200 $347,484 008 - Liability / Workers Compensation Fund	$198,562 * $116,984 $57,093 050 - Asset Forfeiture	$1,004,927 $913,927 91,000 410 - Fleet Replacement
$5,055,801 $3,967,367 $1,088,434 758 – American Rescue Plan Act ARPA	$858,703 * $627,267 $231,436 020 - Street CIP	$494,393 * $279,943 $214,450 025 - Alley CIP	$7,001,000 $6,170,164 830,836 017 - Utilities CIP	$10,944,116 * $9,525,000 $1,319,116 026 - Capital Improvement CIP

*** Fund Balance included with new revenue. Covers projects crossed over from previous fiscal year or to utilize existing balance to cover the needs of the fund.**

NO-NEW-REVENUE vs PROPOSED TAX RATE

Description	Tax Rate	Difference from Proposed Rate	Total Property Tax Revenue @ 99% Collection Rate	Difference	General Fund Impact
Proposed Tax Revenue	0.650460	0.000000	$21,378,209	$0	$0
Estimated Tax Revenue @ NNR	0.599304	-0.051156	$19,696,840	-$1,681,369	-$1,681,369

AVERAGE TAXABLE VALUES	TAX RATE	AVG City Portion Annual Amount	Annual Difference @ Proposed Rate $0.650460	Annual Difference @ Current Rate $0.700000	Annual Difference @NNR $0.599304
2021 - $173,715	0.700000	$1,216.01			
2022 - $207,110	0.650460	$1,347,17	+ $131.16	+$233.76	+$25.21

Councilmember Don McBurnett made a motion:

I move the proposed budget for the City of Duncanville for Fiscal Year October 1, 2022, through September 30, 2023; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget, be adopted

Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Item passed.

I.2.B. ***Consider an Ordinance Levying Ad Valorem Taxes for the Year 2022 at a rate of $0.650460 per one hundred dollars ($100.00) assessed valuation on all taxable property within the Corporate limits of the City as of January 1, 2022, to provide revenues for current expenses and interest and sinking fund requirements; providing for due and delinquent dates together with penalties and interest.***
Councilmember At-Large Patrick Harvey made a motion:

I move that the property tax rate be increased by the adoption of a tax rate of 0.650460, which is effectively an 8.54 percent increase in the tax rate.

Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

I.2.C. ***Consider an Ordinance ratifying the Fiscal Year 2022-2023 Budget which raises more revenue from property tax than in the previous year.***
Chief Innovation Officer Otey presented the item.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against.

I.2.D. ***Consider an Ordinance approving the Fiscal Year 2022-2023 Master Fee Schedule, which is attached hereto and incorporated herein as Exhibit "A".***
Chief Innovation Officer Otey presented the item.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against.

II. **ADJOURNMENT**

The meeting was adjourned at 6:46 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution approving a mosquito ground control agreement between Dallas County, Texas, on behalf of the Dallas County Health and Human Services Department, and the City of Duncanville.

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:
Tammy Island, Health Inspector
Jeremy Tennant, Director of Planning & Neighborhood Services

BACKGROUND/HISTORY:
In order to protect the health life and safety of the City of Duncanville by preventing and controlling the outbreak of diseases associated with mosquitos, the City of Duncanville continues to enter into an interlocal annually with the County of Dallas' Health and Human Services to ensure that the population numbers of mosquitos are controlled.

POLICY EXPLANATION:
This is an Interlocal Agreement between the City of Duncanville and Dallas County on behalf of the Dallas County Health and Human Services Department to protect public health by controlling the population of mosquitos by ground spraying of adult mosquitos ("adulticiding") and by treating standing water to destroy mosquito larvae ("larvaciding") to prevent and control the outbreak of diseases associated with mosquitoes.

The difference between this resolution and the prior resolution is that this agreement is effective beginning on October 1, 2022. This agreement also indicates the pricing for adulting and larvaciding spraying services.

- Upon written request from the City, County will provide adulticiding and larvaciding by way of ground application at the rate outlined in the agreement;

- In the event that aerial spraying is needed to control the St. Louis Encephalitis or the West Nile virus throughout the County, Municipality will have the option to participate in the County's separate emergency aerial mosquito spraying plan. If Municipality agrees to participate in the County's separate emergency aerial mosquito spraying plan, Municipality must provide written notice to County and agree in writing to the following: 1) Indicate in writing the areas and amount of acres to be sprayed; and 2) Pay Municipality's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost, as determined by County.

The pricing for the adultciding and larvaciding spraying services are as follows:

- The City's rate will be One Hundred Eighty-Five ($185.00) Dollars per hour, with a minimum of one (1) hour of service assessed.
- After the initial one (1) hour minimum service time for a given day of spraying, spraying services will be assessed using thirty (30) minute minimum intervals.
- Only spraying time will be assessed. Travel time to or from the site of ground spraying or treating standing water will not be assessed.
- The City must pay County the assessed fees within thirty (30) days of receipt by Municipality of the monthly written request for payment, or if County fails to make any written payment request(s), then Municipality will pay any remaining assessed fees no later than the last day of the Term of this Agreement.
- Any payment not made within thirty (30) days of its due date will bear interest.

FUNDING SOURCE:

ORG and Object Number
01036100-700450

Available Budget	**Purchase Amount**	**After Encumber**
$19,055.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $19,055.00 to perform the mosquito abatement spraying and approve Budget Modification FY23.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2019-087R2 - Mosquito Ground Control - FY23

RESOLUTION NO. 2019-087R2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ACCEPTING THE TERMS AND CONDITIONS OF AN AGREEMENT WITH DALLAS COUNTY ON BEHALF OF THE HEALTH AND HUMAN SERVICES DEPARTMENT FOR A MOSQUITO GROUND CONTROL PROGRAM, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", EFFECTIVE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, AT A RATE OF $185.00 PER HOUR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Local Public Health Reorganization Act, Chapter 121, of the Texas Health and Safety Code, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the City of Duncanville and Dallas County, on behalf of the Health and Human Services Department, routinely enter into an annual agreement for the mosquito ground control spraying program with the option to participate in a separate emergency aerial mosquito spraying plan; and

WHEREAS, Dallas County has successfully served the residents of the participating cities with ground and aerial mosquito control spraying for several years and is prepared to continue its services.

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

SECTION 1. The City Council hereby approves and accepts the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for the mosquito ground control spraying program, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2022, through September 30, 2023, at a rate of $185.00 per hour from current revenues as budgeted by the City Council, by and between the City of Duncanville and Dallas County.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute said agreement and necessary documents to conform to this Resolution.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS § MOSQUITO GROUND CONTROL AGREEMENT BETWEEN
§ DALLAS COUNTY, TEXAS, ON BEHALF OF THE DALLAS
§ COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, AND
COUNTY OF DALLAS § THE CITY OF DUNCANVILLE, TEXAS, A MUNICIPALITY

1. PARTIES

This Interlocal Agreement ("Agreement") is an Interlocal contract made by and between the City of Duncanville, Texas, a "Municipality" as defined by Section 1.005(3) of the Texas Local Government Code ("Municipality"), and Dallas County, Texas ("County"), on behalf of the Dallas County Health and Human Services Department ("DCHHS"), based on the authority of the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code, and the Local Public Health Reorganization Act in Chapter 121 of the Texas Health and Safety Code, to protect the public health by controlling the population of mosquitos by ground spraying of adult mosquitoes ("adulticiding") and by treating standing water to destroy mosquito larvae ("larvaciding") in order to prevent and control the outbreak of diseases associated with mosquitoes.

2. DURATION OF THIS AGREEMENT

This Agreement is effective from October 1, 2022 through September 30, 2023, unless otherwise stated in this Agreement the ("Term").

3. ADULTICIDING AND LARVACIDING SPRAYING SERVICES

A. Upon written request from Municipality, County will provide adulticiding and larvaciding by way of **ground application** at the rate set forth in Paragraph 4;

B. In the event that aerial spraying is needed to control the St. Louis Encephalitis or the West Nile virus throughout the County, Municipality will have the option to participate in the County's separate emergency aerial mosquito spraying plan. If Municipality agrees to participate in the County's separate emergency aerial mosquito spraying plan, Municipality must provide written notice to County and agree in writing to the following:

1) Indicate in writing the areas and amount of acres to be sprayed; and

2) Pay Municipality's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost, as determined by County.

4. BUDGET AND PAYMENT BY MUNICIPALITY TO COUNTY

A. Municipality will pay County at a rate of One Hundred Eighty-Five ($185.00) Dollars per hour, with a minimum of one (1) hour of service assessed.

B. After the initial one (1) hour minimum service time for a given day of spraying, spraying services will be assessed using thirty (30) minute minimum intervals.

C. Only spraying time will be assessed. Travel time to or from the site of ground spraying or treating standing water will not be assessed.

D. Municipality must pay County the assessed fees within thirty (30) days of receipt by Municipality of the monthly written request for payment, or if County fails to make any written payment request(s), then Municipality will pay any remaining assessed fees no later than the last day of the Term of this Agreement.

E. Any payment not made within thirty (30) days of its due date will bear interest in accordance with Chapter 2251 of the Texas Government Code. Municipality's obligation

to pay fees assessed and interest accrued under this Agreement will survive the Term of this Agreement until the Municipality pays the assessed fees and accrued interest.

5. AUDITING AND WITHHOLDING OF PAYMENTS

The Dallas County Auditor has the exclusive right and authority to audit this Agreement or to demand access to or copies of County's records concerning this Agreement or the County's administration of this Agreement. Municipality will have no right or authority to audit this Agreement or to demand access to or copies of County's records concerning this Agreement or the County's administration of this Agreement. Municipality has no right to withhold payments to County pending any audit of or inquiry about this Agreement or the County's administration of this Agreement.

6. TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party.

B. With Cause: The County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

1) Municipality's lack of or reduction in funding or resources, financial or otherwise; or

2) Municipality's misuse of resources, financial or otherwise; or

3) Municipality's failure to comply with the terms of this Agreement; or

4) Municipality's submission of inaccurate, incomplete, or false data, statements, or reports.

7. NO INDEMNIFICATION

COUNTY AND MUNICIPALITY, INCLUDING THEIR RESPECTIVE ELECTED OFFICIALS AND EMPLOYEES, AGREE THAT EACH WILL BE RESPONSIBLE FOR ITS OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITIES AVAILABLE TO COUNTY OR MUNICIPALITY UNDER TEXAS LAW OR OTHER APPLICABLE LAWS AND WITHOUT WAIVING ANY AVAILABLE DEFENSES UNDER TEXAS LAW OR OTHER APPLICABLE LAWS. NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

8. INSURANCE

Municipality agrees that Municipality will at all times during the Term of this Agreement maintain in full force and effect general liability insurance; or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound, generally accepted accounting practices. Municipality expressly understands and agrees that it is solely responsible for 1) all costs of such general liability insurance; 2) any and all deductible amounts in any general liability insurance policy; and 3) any liability in the event that any insurance company denies coverage for any incident reasonably related to the performance of this Agreement.

9. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement will be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the notice or certification in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, and properly addressed to the contact person shown at their respective addresses set forth below, or at such other addresses as

may be specified by written notice delivered by the methods described above in this subsection:

Dallas County, Texas	**City of Duncanville, Texas**
Philip Huang, Director	_____
Dallas County Health & Human Svcs	_____
2377 N. Stemmons Frwy, Suite 600	_____
Dallas, Texas 75207-2710	_____

10. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of this Agreement can be effective unless mutually agreed upon in writing and executed by the parties.

11. COUNTERPARTS, NUMBER, GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument when considered together in context. Words of any gender used in this Agreement will be held and construed to include any other gender any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and cannot be considered in any interpretation of this Agreement.

12. SEVERABILITY

If any term of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining terms. The unenforceable or illegal term will be deemed stricken and deleted, but the remaining terms will not be affected or impaired and such remaining terms will remain in full force and effect.

13. FISCAL FUNDING CLAUSE

Notwithstanding any terms contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. Municipality has no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Municipality at the earliest possible time prior to the end of its fiscal year.

14. DEFAULT - CUMULATIVE RIGHTS - MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Both parties have a duty to mitigate damages.

15. SOVEREIGN IMMUNITY

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO MUNICIPALITY'S AND COUNTY'S GOVERNMENTAL IMMUNITIES, INCLUDING, WITHOUT LIMITATION, TITLE 5 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE AND ALL APPLICABLE STATE AND FEDERAL LAWS. THE PARTIES EXPRESSLY AGREE THAT NO TERM OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY, OR A WAIVER OF ANY TORT LIMITATION, AND ANY DEFENSES THAT MUNICIPALITY OR COUNTY HAVE BY OPERATION OF LAW, OR OTHERWISE. NOTHING IN THIS AGREEMENT IS INTENDED TO OR DOES BENEFIT ANY THIRD PARTY BENEFICIARY.

16. COMPLIANCE WITH LAW, CHOICE OF LAW, AND VENUE

In providing services required by this Agreement, Municipality and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. The laws of the State of Texas govern this Agreement. Exclusive venue for any action or claim arising from this Agreement is in the State or Federal District Courts that are physically located in Dallas County, Texas.

17. RELATIONSHIP OF PARTIES

County and Municipality are each independent political subdivisions of the State of Texas. Neither is an agent, servant, joint enterpriser, joint venturer, or employee of the other. Municipality and County agree and acknowledge that each governmental entity will be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

The remainder of this page is intentionally left blank.

18. SIGNATORY WARRANTY

Municipality and County represent that each has the full right, power, and authority to enter and perform this Agreement in accordance with all of its terms and conditions, and that the execution and delivery of this Agreement has been made by authorized representatives of the parties to validly and legally bind the parties to all terms set forth in this Agreement.

COUNTY:

BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

DATE SIGNED: _____

MUNICIPALITY:

BY: _____
City Manager
City of Duncanville, Texas

DATE SIGNED: _____

Recommended:

BY: Philip Huang, MD, MPH
Director, DCHHS
Dallas County, Texas

Approved as to Form*:

DALLAS COUNTY

JOHN CREUZOT
District Attorney

BY: Lacey B. Lucas
Assistant District Attorney
Civil Division

Approved as to Form:

MUNICIPALITY

BY: _____
Attorney for Municipality

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution approving the terms and conditions of the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site household hazardous waste collection location from October 1, 2022, through September 30, 2023, for a cost not to exceed $58,264.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Interim Director of Public Works
David Dunn, Assistant Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville has participated in the Dallas County Household Hazardous Waste ("HHW") Network since 1994. Sixteen cities and unincorporated Dallas County are HHW Network Member Cities. The hazardous waste program aims to protect water quality by eliminating household hazardous waste from landfills and stormwater discharges.

Our most recent HHW event was held on March 26, 2022, in the Duncanville Senior Center parking lot on James Collins Blvd and was a success. Four hundred eighty-four households participated, and 49,190 pounds of hazardous waste was collected. The HHW collection event date for the upcoming fiscal year has not yet been determined but will likely be set for early spring.

POLICY EXPLANATION:
Participation in the FY2023 HHW Program will provide the City of Duncanville with household hazardous waste disposal services and help the City to satisfy its FY2023 federal stormwater permit requirements for public education and measurable public involvement.

As a member of this HHW Network, Duncanville residents can dispose of household chemicals not only at Duncanville's annual spring community hazardous waste collection event but also at collection events held by other member cities. Additionally, residents can dispose of household chemicals year-round at Dallas County's Home Chemical Collection Center, located at 11234 Plano Road in Dallas.

FUNDING SOURCE:

ORG and Object Number
19011000-700450

Available Budget	**Purchase Amount**	**After Encumber**
$58,264.00	$58,264.00	$0.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $58,264.00 to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site household hazardous waste collection location.
2. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - FY23 Household Hazardous Waste Collection Program Cost Breakdown
Resolution No. - 2022-074 - Household Hazardous Waste Network ILA with Exhibit

Attachment 1

FY23 Household Hazardous Waste Collection Program Cost Breakdown (Estimate)

Payments to the Dallas County HHW Program

Setup Costs and HHW Disposal Fees for Duncanville's Annual Household Hazardous Waste Event	$27,248.00
HHW Disposal Fees for Duncanville Residents' Using the Home Chemical Collection Center	$4,200.00
HHW Disposal Fees for Duncanville Residents' Participation in Hazardous Waste Collection Events Held by Other HHW Network Member Cities	$8,000.00
FY23 Annual Share of HHW Program Operational and Capital Budget	$18,816.00
Total	$58,264.00

RESOLUTION NO. 2022-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF DUNCANVILLE, TEXAS, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; TO PROVIDE HOUSEHOLD HAZARDOUS WASTE SERVICES, INCLUDING A DISPOSAL EVENT AND DISPOSAL SERVICES AT THE DALLAS COUNTY FIXED-SITE HOUSEHOLD HAZARDOUS WASTE COLLECTION LOCATION FROM OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, FOR A COST NOT TO EXCEED $58,264.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the City of Duncanville, Texas, and Dallas County desire to enter into an agreement to provide household hazardous waste ("HHW") services, including a disposal event and disposal services at the Dallas County fixed site HHW collection location from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services.

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 terms and conditions of the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, attached hereto and incorporated herein as Exhibit "A"; to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site HHW collection location from October 1, 2022, through September 30, 2023, for a cost not to exceed $58,264.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

HHW Interlocal Agreement 2023

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN DUNCANVILLE AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the City of Duncanville, Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the City's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW

collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2023**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2023** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2023.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact
Earle Blakney
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-6507

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County
District Attorney's Office
411 Elm Street

City Contact (Name, Title, Address, Phone, Fax)
Jacqueline R. Culton, PE, MBA
Managing Director of Public Works (Interim)
203 E Wheatland Rd
Duncanville, TX 75116
PHONE: (972) 780-5016

5th Floor
Dallas, Texas 75202

III. COUNTY RESPONSIBILITIES

During the Term of this Agreement, the County agrees to the following provisions:

1. To provide HHW Network project management, HHW Network disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.

2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The County recognizes and agrees that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.

3. To provide two representatives on the HHW Network.

4. To provide, manage, operate, and maintain a site at 11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center ("Collection Center").

5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the Term of this Agreement, the City will provide:

1. A sum not to exceed $ $58,264.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2022 through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
   a) The City agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the Collection Center.
   b) The City agrees operational and capital costs must be paid quarterly in advance.
   c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.

2. Evidence that funding has been committed and encumbered which will be

available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).

3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.

4. Onsite representation at HHW collection(s) within its jurisdiction.

5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the City.

6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2023** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.

2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.

3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of

events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.

4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other

person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the City fails to pay within thirty (30) days, the City will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW Network staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this Agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not

affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2022-0661 passed on the 21 day of June,

COUNTY:

EXECUTED THIS 22 DAY OF July, 2022.

Clay Lewis Jenkins

BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

Digitally signed by Christopher Hooper
DN: cn=Christopher Hooper, o, ou, email=Christopher.Hooper@dallascounty.org, c=US
Date: 2022.07.08 08:59:31 -05'00'

BY: Chris Hooper
Director
Consolidated Services
Dallas County, Texas

APPROVED AS TO FORM*:

John Cruezot
District Attorney
Dallas County, Texas

Digitally signed by /s/ Lacey Lucas #385
Date: 2022.07.07 10:41:20 -05'00'

BY: Lacey Lucas
Assistant District Attorney
Civil Division
Dallas County, Texas

*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CITY:

The City of Duncanville has executed this Agreement pursuant to Resolution Number _____, the _____ day of _____, 2022.

EXECUTED THIS _____ DAY OF _____, 2022.

_____
BY: Mayor

APPROVED AS TO FORM:

_____
BY: City Attorney

Exhibit A2023
Scope of Services

Overview

For the Term of this Agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or

through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the Agreement; or

- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-

exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.

2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.

3. Involve as many cities as possible in the HHW Network.

4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.

5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.

6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.

7. Divert a substantial amount of HHW from municipal landfills.

8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.

9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2023

FY2023 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for fiscal year 2023 ("FY23") as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 31, 2022 and the Dallas County Commissioners Court on June 21, 2022.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the Term of the Agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed $5,000. Budget adjustments in excess of $5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	$ 581,001
Operating Costs	$ 210,325
CAPITAL EXPENSE BUDGET	$ 93,000
COLLECTION / DISPOSAL BUDGET	$ 1,158,000
TOTAL PROGRAM BUDGET	**$2,042,326**

Proportional Shares of FY2023 Operational and Capital Budget *
Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current Estimates**	Percent of Service Area	FY22 Annual Share of Operational and Capital Budgets*	FY23 Annual Share of Operational and Capital Budgets*	FY23 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	$ 2,479	$2,937	$734.25
Dallas	238,164	48.11%	$ 391,795	$391,779	$97,944.75
De Soto	16,034	3.24%	$ 22,155	$26,389	$6,597.25
Duncanville	11,436	2.31%	$ 16,071	$18,816	$4,704.00
Farmers Branch	8,852	1.79%	$ 12,092	$14,581	$3,645.25
Garland	62,807	12.69%	$ 89,745	$103,343	$25,835.75
Highland Park	3,078	0.62%	$ 4,807	$5,054	$1,2633.50
Irving	42,602	8.60%	$ 58,878	$70,037	$17,509.25
Mesquite	37,001	7.47%	$ 54,292	$60,835	$15,208.75
Richardson	31,564	6.38%	$ 42,360	$51,959	$12,989.75
Rowlett	18,957	3.83%	$ 26,208	$31,194	$7,798.50
Sachse	7,638	1.54%	$ 10,587	$12,546	$3,136.50
Seagoville	3,908	0.79%	$ 5,333	$6,438	$1,609.50
Sunnyvale	2,667	0.54%	$ 2,554	$4,402	$1,100.50
University Park	7,568	1.53%	$ 10,437	$12,464	$3116.00
Wilmer	937	0.19%	$ 1,277	$1,552	$388.00
TOTAL	495,007	100%	$751,070	$814,326	$203,581.50

Exhibit C2023

BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

Article I: Name

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the "**HHW Network**").

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the

HHW Network must establish an email list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution approving the North Central Texas Housing Corporation assigning Single-Family Mortgage Revenue Bond authority.

Vision Statement:

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

STAFF RESPONSIBLE:
Aretha R Ferrell-Benavides, City Manager

BACKGROUND/HISTORY:
The North Central Texas Housing Finance Corporation approved a resolution assigning its single-family mortgage revenue bond authority to the Texas Department of Housing and Community Affairs. TDHCA would then issue bonds for the purpose of financings home mortgage loans for qualified first-time homebuyers in the HFC's jurisdiction, including the City.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-083 - North Central Housing Finance Corporation

RESOLUTION NO. 2022-083

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the North Central Housing Finance Corporation (the "Corporation") was created by Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "Act"); and

WHEREAS, by resolution adopted on June 7, 2022, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $50,000,000 (the "Reservation"); and

WHEREAS, by resolution adopted on June 7, 2022, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as one of the governmental units that created the Corporation, the City Council of Duncanville, Texas (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

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

SECTION 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

SECTION 2. The Mayor is hereby authorized to execute and deliver such instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this "**Agreement**") is made as of the _____day of _____, 20__ by and between **NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION** ("**HFC**"), a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING ANDCOMMUNITY AFFAIRS** ("**TDHCA**"), a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the "**Act**"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the "**State**") is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the "**Allocation Act**").

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an "**Application for Reservation**") with the Texas Bond Review Board (the "**Bond Review Board**"), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the "**Allocation Rules**") require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 7, 2022, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of $50,000,000 with respect to qualified

mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "**Reservation**").

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("**MCCs**") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment**. HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "**Assignment**"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2022 program year.

2. **Consents**. HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses**. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board.

4. **Agreement**. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", and referred to herein together with the Pooled Loans collectively as "HFC Loans"), until an aggregate amount of $50,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis.

5. **Fees**. TDHCA will pay an ongoing fee of 4.75 basis points (collectively, "HFC Fees") of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

6. **Reporting** Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

7. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver**. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[*Execution pages follow*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION

By:_____

Name:_____

Title:_____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:_____

Name:_____

Title:_____

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution approving a Cooperative Purchasing Agreement with Webuildfun, Inc. through BuyBoard Contract #592-19 for the purchase and installation of outdoor fitness equipment in the expenditure amount of $249,388.19.

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:
At the June 7, 2022 Duncanville City Council meeting, Council directed staff to use funding from the American Rescue Plan Act (ARPA) to purchase and install outdoor fitness equipment in three parks: Armstrong, Lion's, and Red Bird. Staff researched the options available and determined the best course of action is to use the same manufacturer of the outdoor fitness equipment installed in Pyburn Park less than two years ago. The Greenfields product is considered one of the best in the industry and has a proven track record of hardiness in public parks. Utilizing the same manufacturer will also provide consistency for maintenance and replacement parts in the future. The plans for the three parks include both cardio and strength units that will be placed along the looped trails in each of the parks. Armstrong Park includes 13 units, and Lion's and Red Bird parks have 7 units each. If approved, the equipment will be installed in the fall of 2022.

Council recently directed staff to include outdoor fitness equipment in Quail Run Park. Staff will be working with the equipment representative to establish a second quote to address the additional equipment along with installation of a walking trail that will be funded with the remaining ARPA funds designated for this project.

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. BuyBoard contracts are competitively bid to increase and simplify the purchasing

power of entities across the State of Texas. The Texas Local Government Code, Chapters 271 and 791, allows government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
75800001-700884-ARPA2

Available Budget	**Purchase Amount**	**After Encumber**
$350,000.00	$249,388.19	$100,611.81

ACTION ALTERNATIVES:

1. Approved funding in the amount of $249,388.19 to purchase and install outdoor fitness equipment.
2. Do not provide funding for the outdoor fitness equipment.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2022-082 - Outdoor fitness equipment for Armstrong, Lion's, Red Bird parks - Pdf

RESOLUTION NO. 2022-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH WEBUILDFUN, INC. THROUGH BUYBOARD CONTRACT #592-19 IN THE AMOUNT NOT TO EXCEED $249,388.19; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council directed staff to utilize American Rescue Plan Act funding for the inclusion of outdoor fitness equipment in Armstrong, Lion's, and Red Bird parks; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to provide healthy fitness opportunities for the citizens of Duncanville; and

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

WHEREAS, BuyBoard has taken sealed bids for outdoor fitness equipment and awarded contract #592-19 to Webuildfun, 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 approves the procurement and installation of outdoor fitness equipment from Webuildfun, Inc. through The Local Government Purchasing Cooperative (BuyBoard) Contract #592-19 in the amount not to exceed $249,388.19.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

PO Box 29 | Allen, TX 75013

an exclusive Miracle Recreation Dealer for North and Central Texas

CONSULTANT	
Tracy Shore	(469) 416-1323

CUSTOMER INFORMATION

Customer:	City of Duncanville
Contact:	Bart Stevenson
Contact Info:	bstevenson@duncanville.com
Project Name:	ARPA Health Initiative
Site Address:	Armstrong, Lions and Red Bird Parks
End User:	City of Duncanville
Ship To:	webuildfun

QUOTE

Quote Date	Valid Until
7/26/2022	8/25/2022
Est. Delivery:	Est. Install
4-6 Weeks	

Buyboard Contract # 592-19

ITEM	DESCRIPTION	QTY	EACH	TOTAL
ARMSTRONG PARK				
EXCAVATION	Excavation to 3" for 13 fitness stations, and disposal of spoils	1		$10,309.00
PAVERS	Pavestone edgestone for 13 stations	1		$2,184.00
DG	Decomposed granite for 13 stations at 3" compressed depth	1		$4,389.31
INSTALL	Installation of pavers, DG and compression of DG	1		$10,140.00
GREENFIELDS	Greenfields fitness equipment 13 units, 1 custom sign	1	$72,621.00	$72,621.00
FREIGHT	Shipping	1	$5,445.00	$5,445.00
DISCOUNT	Buyboard and additional preferred customer discount	10%		-$7,262.10
INSTALL	Installation of fitness equipment			$21,786.30

TAX EXEMPT ***Tax Exemption Certificate Provided***

Final Prices Subject to State and Local Sales Tax and Use Tax Rate **ARMSTRONG PARK TOTAL** **$119,612.51**

ITEM	DESCRIPTION	QTY	EACH	TOTAL
RED BIRD PARK				
EXCAVATION	Excavation to 3" for 7 fitness stations, and disposal of spoils	1		$5,773.66
PAVERS	Pavestone edgestone for 7 stations	1		$1,175.72
DG	Decomposed granite for 7 stations at 3" compressed depth	1		$2,609.86
INSTALL	Installation of pavers, DG and compression of DG	1		$5,070.00
GREENFIELDS	Greenfields fitness equipment 7 units, 1 custom sign	1	$39,178.00	$39,178.00
FREIGHT	Shipping	1	$3,245.00	$3,245.00
DISCOUNT	Buyboard and additional preferred customer discount	10%		-$3,917.80
INSTALL	Installation of fitness equipment			$11,753.40

TAX EXEMPT ***Tax Exemption Certificate Provided***

Final Prices Subject to State and Local Sales Tax and Use Tax Rate **RED BIRD PARK TOTAL** **$64,887.84**

PO BOX 29, ALLEN, TX 75013
PHONE (972) 727-0653 | FAX (972) 396-4994

PO Box 29 | Allen, TX 75013

an exclusive Miracle Recreation Dealer for North and Central Texas

CONSULTANT	
Tracy Shore	(469) 416-1323

CUSTOMER INFORMATION

Customer:	City of Duncanville
Contact:	Bart Stevenson
Contact Info:	bstevenson@duncanville.com
Project Name:	ARPA Health Initiative
Site Address:	Armstrong, Lions and Red Bird Parks
End User:	City of Duncanville
Ship To:	webuildfun

QUOTE

Quote Date	Valid Until
7/26/2022	8/25/2022
Est. Delivery:	Est. Install
4-6 Weeks	

Buyboard Contract # 592-19

ITEM	DESCRIPTION	QTY	EACH	TOTAL
LIONS PARK				
EXCAVATION	Excavation to 3" for 7 fitness stations, and disposal of spoils	1		$5,773.66
PAVERS	Pavestone edgestone for 7 stations	1		$1,175.72
DG	Decomposed granite for 7 stations at 3" compressed depth	1		$2,609.86
INSTALL	Installation of pavers, DG and compression of DG	1		$5,070.00
GREENFIELDS	Greenfields fitness equipment 7 units, 1 custom sign	1	$39,178.00	$39,178.00
FREIGHT	Shipping	1	$3,245.00	$3,245.00
DISCOUNT	Buyboard and additional preferred customer discount	10%		-$3,917.80
INSTALL	Installation of fitness equipment			$11,753.40

Final Prices Subject to State and Local Sales Tax and Use Tax Rate — **LIONS PARK TOTAL** **$64,887.84**

Final Prices Subject to State and Local Sales Tax and Use Tax Rate — **TOTAL** **$249,388.19**

Make Payable to: ***webuildfun, Inc PO Box 29, Allen, TX 75013***

Payment Terms: ***Net 30*** **To be invoiced in full upon completion of project.**

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Approval Signature _____ Date _____ PO Number _____

Send completed quote and purchase order to: ***tracy@webuildfun.com***

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

PO BOX 29, ALLEN, TX 75013
PHONE (972) 727-0653 | FAX (972) 396-4994

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Food Establishment Inspections, with a minimum of two (one every six months).

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tammy Island, Health Inspector
Jeremy Tennant, Director of Planning and Neighborhood Services

BACKGROUND/HISTORY:
The City of Duncanville has on Staff a Health Inspector who performs Health Inspection for Restaurants, Daycare facilities, Duncanville Independent School District Cafeterias, and Food Trucks. This agreement will help the City provide emergency inspections in case the Health Inspector is absent.

POLICY EXPLANATION:
The City of Duncanville's' Food establishments are inspected twice a year by our City Health Inspector; however, in the rare case that an emergency condition exists that requires an Inspection when our Health Inspection is on vacation or sick leave, Dallas County will provide a Certified Sanitarian to perform the Inspection and take appropriate action.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$1,500.00	$1,500.00	$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - Resolution No. - 2021-074R - ILA Food Establishment Agreement

RESOLUTION NO. 2021-074R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND DALLAS COUNTY, TO PROVIDE FOOD ESTABLISHMENT INSPECTIONS AS OUTLINED IN EXHIBIT A; WITH A TOTAL NOT TO EXCEED $1,500.00, AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Local Government Code (Interlocal Cooperation Contracts) allows local governments to contract with one another and with the agencies of the state; and,

WHEREAS, Chapter 437 of the Texas Health and Safety Code (Regulation of Food Service Establishments) allows local governments to regulate food service establishments, and,

WHEREAS, Chapter 12, Article II or the City of Duncanville Code of Ordinances establishes rules for food and food establishment sanitation; and,

WHEREAS, The City of Duncanville wishes to provide inspections of food establishments at any time as required.

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 approve the Interlocal Agreement between the City of Duncanville and Dallas County for the provision of Food Establishment Inspections which is attached hereto as Exhibit "A" in the amount not to exceed $1,500.00.

SECTION 2. That the City Council of the City of Duncanville, Texas, hereby, authorizes the City Manager to execute the inter local agreement.

SECTION 3. That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT FOR FOOD**
	§	**ESTABLISHMENT INSPECTION AND**
	§	**ENVIRONMENTAL HEALTH SERVICES BETWEEN**
	§	**DALLAS COUNTY, ON BEHALF OF DALLAS**
	§	**COUNTY HEALTH AND HUMAN SERVICES, AND**
COUNTY OF DALLAS	**§**	**CITY OF DUNCANVILLE**

SECTION 1: PARTIES

This Interlocal Agreement ("Agreement") is made by and between the City of Duncanville, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively "County" or "DCHHS"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as "Party", or collectively, as the "Parties".

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2023 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;

B. Additional follow-up inspections will be performed as deemed necessary by the County;

C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;

D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;

E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

A. The City will collect and submit to the County a fee of One Hundred Fifty and 00/100 Dollars ($150.00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars ($75.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars ($75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

1) Indicate the areas and amount of acres to be sprayed; and

2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act".

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;

3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;

4) The City's improper, misuse or inept use of funds or resources; and/or

5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly

agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY	CITY
Clay Lewis Jenkins, County Judge	Aretha R. Ferrell-Benavides, City Manager
Dallas County	City of Duncanville
411 Elm St, 2nd Floor	203 E. Wheatland Road
Dallas, Texas 75202	Duncanville, TX 75116

W/copy to:
Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Duncanville City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS ___1st___ DAY OF ____October____ 2022. ("Effective Date")

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

FOR CITY:

BY: Aretha R. Ferrell-Benavides
City Manager

DATE: _____

Recommended:

BY: Dr. Philip Huang
Director, DCHHS

Recommended (CITY):

BY: _____
Title: _____

Approved as to Form*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: James R. Palomo
Assistant District Attorney

Approved as to Form (CITY):

BY: _____
Title: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution authorizing approval of a Paving and Paint Incentive Grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Advance Alliance Inc., doing business as, Advance Health Care acting by and through Kizee Group LLC and its duly authorized representative, in the amount of $92,000 for paving and $9,750 for paint, not to exceed $101,750, for a building located at 111 W. Danieldale Road, Duncanville, Texas, 75137.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Agustin "Gus" Garcia, CEcD; Managing Director, Development Services

BACKGROUND/HISTORY:
The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of 'Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The

Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

POLICY EXPLANATION:
Incentive and Grant applications by Advance Health Care was approved by the DCEDC on August 29, 2022 for a paving incentive grant totaling $92,000 and an exterior paint incentive totaling $9,750; culminative total of $101,750. The Incentive Policy requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
012-12051000-708501 - Amount requested: $101,750.00

Available Budget	**Purchase Amount**	**After Encumber**
Amount available as of 08/31/22: -$1,281,683 (awaiting implementation of a budget amendment totaling $1,500,000, will request budget override for the incentive grant funds)	$0.00	-$1,383,433

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

ATTACHMENTS:
Attachment 1 - Kizee Group - Advance Health Care DCEDC PACKET WITH BIDS
Attachment 2 - Resolution No. - 2022-087 - DCEDC Grant - Kizee Group - 111 W Danieldale Road

ATTACHMENT 1

Incentives & Grants Assistance Application

The Perfect Blend of Family, Community and Business

Property Owner Kizee Group LLC
Mailing Address 1410 Horton Dr
City Cedar Hill State & Zip TX, 75104
Phone (214) 536-4599 FAX _____ Email cspates@advance.healthcare

Project Representative Duwayne Vaughn
Mailing Address 126 W. Wheatland Rd
City Duncanville State & Zip TX 75116
Phone (972) 780 5525 cell - (972) 977-2431

Business Name Advance Alliance Inc DBA Advance Health Care
Property Address 111 W. Danieldale, Duncanville, TX 75137
Will You? Lease No OR Own the Property? Yes, Own
Legal Description James Anderson ABST 17 PG 141, TR 54 ACS 0.9753
Type of Business Home Health Years in Business 20
Market Area Dallas + Tarrant County Business Plan Available? No (If yes, please attach)

Project Description: Describe the project and discuss any environmental impact the project may create.
Commercial office remodel which will include bringing interior and exterior up to current code. The most significant issues are removing and relaying concrete to current fire code in order to replat parcel.

Square footage of Project: 3930 Date Projected for Occupation of Project/Initiation of Operations 10/30/2022

Are you entering into a Loan? No **If yes, please answer the following:**
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact
Total Number of Jobs 192 Total Annual Payroll $ 2,373,427.81
Type of Jobs Created Home health attendant, clerical, nursing, janitorial
rental option
Percentage of Employees who will be Duncanville Residents 22%
Number of Hourly Employees 183 Number of Salaried Employees 9

Fiscal Impact
Amount of Real/Personal Property Value Added to Tax Rolls $ 50,000.00
Estimated Direct Sales Tax to be Generated $ N/A
Projected Total Annual Operating Budget of this Facility $ 18,000 - 20,000
How will this project affect existing businesses and/or facilities? Increase revenue for neighboring businesses due to influx of patrons and foot traffic. There will also be office space created for small business rentals.
Growth Expectations: Year One 4% Year Two 6% Year Three 7+%

What infrastructure construction would be required? No

Interior Expenditures $ 150,000 - 180,000.00 Exterior Expenditures $ 103,000 - 120,000.00

ATTACHMENT 1

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Non-profit entities and residential property do not qualify.
- Work cannot have started prior to City Council approval.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a **current photo** of the property/portion requiring the grant.
- Requires **3 detailed bids**; one **must** be from a Duncanville Business if service is offered locally.
- **Bid information should also include the following:**
  - Business Name
  - Contact Name
  - Contact Phone Number
  - Business Address
- Each grant may be approved by the DCEDC for up to **70% of the lowest of the required three bids** but ***not to exceed the actual cost*** for the project. See below.
- Grants are always paid as a ***REIMBURSEMENT***.
- The City will take a "Before" photo of the property and after the PAID Invoice has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Affidavit of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF DESIGN INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☒ **Paint Grant** Maximum amount available: $5,000 Amount Requested $ 5,000

Program Specifications:

1. Grants may be approved for up to 70% of the lowest of the three bids, up to $5,000.
2. Reimbursement will be made to the applicant up to 70% of the actual cost not to exceed the original amount approved.
3. Eligible costs include supplies, cost to appropriately prepare surfaces of the building, and labor costs.
4. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise, and the DCEDC will evaluate the application on a case-by-case basis.
5. New construction projects are not eligible.
6. Buildings can only qualify every seven (7) years for a paint grant unless special circumstances arise and then the DCEDC will evaluate the application on a case-by-case basis.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

☐ **Landscape Participation Grant** Maximum amount available: $6,000 Amount Requested $ _____

Program Specifications:

1. Grants may be approved for up to 70% of the lowest of the three bids, up to $6,000.
2. Reimbursement will be made to the applicant up to 70% of the actual cost not to exceed the original amount approved.
3. Eligible costs include materials, labor costs, permit/tap fees.
4. Plants must be non-annuals.
5. Drought tolerant and/or Texas native plants are encouraged.
6. Properties can only qualify every seven (7) years for a landscaping grant unless special circumstances arise and then the DCEDC will evaluate the application on a case-by-case basis.

ATTACHMENT 1

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☐ **Signage Update Grant** Maximum amount available: $5,000 Amount Requested $ _____

Program Specifications:

1. Grants may be approved for up to 70% of the lowest of the three bids, up to $5,000.
2. Reimbursement will be made to the applicant up to 70% of the actual cost not to exceed the original amount approved.
3. Eligible costs include sign, labor costs, sign permit fee.
4. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced. (The City will also take a photo of the building prior to work beginning.)
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

The DCEDC will consider all Facade and Architectural Improvement Grants on a case-by-case basis.

☑ **Other Incentive** Concrete Amount Requested $ 64,400.00

Removing and relaying concrete to current fire code in order to replat parcel as required by City of Duncanville.

Total Grant Amount Requested $69,400.00

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Design Incentive Grant Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request and approval must be made prior to the commencement of the project (Design Incentive Grants cannot be approved retroactively). I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. The Grant can only be paid as a reimbursement of up to 70% of the actual cost not to exceed the original amount approved, and a Letter of Completion of Work must be submitted to the City. I also understand that the approval of the Design Incentive Grants is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Ciarra Spates **Date** 04/01/2022

Signature Ciarra Spates

Duncanville
City of Champions

City of Duncanville
Economic Development Office
203 E. Wheatland Road
P.O. Box 380280
Duncanville, TX 75138-0280
972.780.5090
www.DuncanvilleEDC.com

ATTACHMENT 1

ADVANCE HEALTH CARE - COMMERCIAL BUILDING RENOVATION HIGH-LEVEL PROJECT DETAIL NARRATIVE INCLUDING CURRENT ISSUES, ASSUMPTIONS AND CONSTRAINTS.

OVERVIEW

Advance Health Care under Kizee Group LLC has acquired the commercial building located at: 111 W. Danieldale Rd, Duncanville, TX 75137 requiring renovation to address the need for current office use, business growth including projected hiring of additional staff allowing job opportunities for local residence and expansion in overall operations.

PROJECT PROCESSS

✓ Commercial building acquired
✓ Architect hired to design and deliver construction plans for City approval, permit retrieval and construction renovation.
✓ Owner approved design and authorized submission to City for approval and permit to begin construction.

ISSUE

Upon attempting approval from the City and pulling for required Permits it was determined that the property needed to be Platted.

ASSUMPTION

It was assumed and has been vetted those pre-existing commercial buildings would not require platting as this is normally per-new build construction requirement and is not normally needed for pre-existing commercial buildings.

According to Section 212.004 of the Texas Local Government Code, a plat is required by the State of Texas if you own a tract of land within the limits of a municipality and wish to subdivide your tract for building, and laying out streets.

Owner direct assumption according to Section 212.004 of the Texas Local Government Code: *Property did not need to be subdivided for building as it was pre-existing and the property wouldn't be adding a street.*

CONSTRAINT

After hiring a survey company, it was determined that before the land could be platted, the grounds including concrete and other pavement requirements would have to be brought to code. After seeking out contractors for this work of bringing the grounds i.e. concrete and pavement to code, the estimates received totaled $97,000 - $101,000.

This constraint has caused considerable hardship on allocated budget as this was not accounted for and has caused the project to pause until there is means to overcome this unforeseen constraint.

ATTACHMENT 1

Proposed Paint Colors



ATTACHMENT 1



ATTACHMENT 1



ATTACHMENT 1

Current Paint Color



ATTACHMENT 1



ATTACHMENT 1



ATTACHMENT 1



DocuSign Envelope ID: 2EED5F16-4819-476C-9863-8FA04C19EE46

ATTACHMENT 1



Ashton Sawing and Drilling
P.O Box 1709
Conroe, TX 77305

Quote

QUOTE NO.: 115327

Prepared for Residential

Prepared by Sergio Gonzalez

Contact

o. +9726373254
m. +19725047564

Job Name	Vaughn Paving Repair	**Contact**	Felicia Vaughn	**Phone**	+19729786885
Address	103 W. Danieldale Rd.	**City**	Duncanville, TX	**Fax**	-
Email	fefesani1@gmail.com				

NAME	PRICE	SUBTOTAL
Diesel Saw Approx. 9,376 SF @ 6" thickness Cut into 4' x 4' blocks for safe removal and haul off	$8,950.00	$8,950.00
Haul Only Haul off of concrete	$7,920.00	$7,920.00
Pour Back Pour back of approx. 10,426 SF @ 6" thickness w/ parking areas @ 5" thickness 3500 PSI concrete Epoxy dowels into existing where needed #3 @ 18" OCEW price includes: pump truck, labor, material, concrete	$75,975.00	$75,975.00
Slurry Containment Vac slurry / Helper	$1,000.00	$1,000.00

Total without tax	**$93,845.00**
Tax	**$7,742.21**
Total	**$101,587.21**

2021-10-13

ATTACHMENT 1

Agape Contracting, LLC
1800 Main St
Dallas, TX 75201 US
+1 4697089665
infoagapecontracting@gmail.com
www.agapecontractingllc.com

Estimate

ADDRESS
Danny Evans
Columbus Rock LLC
111 W Danieldale Rd
Duncanville, Texas 75137

ESTIMATE 1140
DATE 11/06/2021
EXPIRATION DATE 11/12/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Commercial Office Remodel	Provide commercial office remodel services per scope of work: Demo office wall on the back east side of office to move wall in Demo office wall in the bathroom for expansion of office Demo wall on west wall near existing door closing wall to create new space Demo existing bathroom on the west side of the office Demo reception desk in south side of office Demo bathroom on south side of the office Demo wall on the southwest side of the office Demo/relocate existing water heater and furnace Add new walls in the interior of the walls according to the plans presented at the time of the walk through. Will be relocating approx. 7 offices in the new suite layout. Includes new framing of office area Dumpster haul away Labor and material included	3,930	3.00	11,790.00T
	HVAC Service	HVAC services provided per scope of work: Installation of new air conditioning units and furnace system in the suite per code A min of 2 new units will be added to	2	9,000.00	18,000.00T

ATTACHMENT 1

	the suite based on square footage of the suite			
	Installation of new ducts and registers will be in cost			
	Labor and material will be provided			
Electric Service	Provide electric service per scope of work	1	12,600.00	12,600.00T
	Installation of new panel in the suite. Panel will need to be relocated in the northwest office. This will include a shut off breaker per code			
	Removal of old wiring per code once walls are opened for demo			
	Installation of new wiring for office switches and outlets			
	Installation of new LED can lights in the suite			
	Labor and material included			
Flooring Service	Provide flooring service per scope of work:	3,930	7.00	27,510.00T
	Foundation will be inspected prior to work on the flooring is to start			
	Flooring style was not discussed during walk through			
	Pricing for flooring is based on vinyl plank installation			
	Remove and replacement of the baseboards are included along with painting			
	Labor and material included			
Plumbing Service	Provide plumbing services per scope of work:	3,930	4.00	15,720.00T
	Demo both bathrooms and relocate hot water tank to the south side wall			
	Open concrete floor for north bathroom to re work the bathroom design			
	Replumb the south bathroom for bathroom and furnace and hot water tank relocation			
	Installation of new sinks and toilets per design			
	Labor and material included			

ATTACHMENT 1

Exterior Doors	Provide service per scope of work Removal of existing window on the northwest office wall Installation of new exterior door Labor and material included	1	859.00	859.00T
Interior Painting	Provide interior painting service per scope of work: Once demo and all trades have performed necessary work All walls doors and trim will be painted in the interior of the suite Client will determine the colors for the finish Labor and material included	3,930	5.00	19,650.00T
Exterior Painting	Provide exterior painting per scope of work: Repair damaged fascia boards on the exterior Paint all the fascia and soffit one color Labor and material included	3,930	1.50	5,895.00T
Roof Replacement	Provide roof replacement services per scope of work: Remove 3 TAB shingle from property due to damage and age Installation of new asphalt roofing system of a 30 year Includes new felt, plumbing boots, turbines and drip edge ** Additional charge will need to be applied if decking needs to be replaced Labor and material included	55	320.00	17,600.00T
Concrete Driveway Expansion	Provide concrete service per scope of work: Remove existing concrete driveway Installation of new concrete drive way from the south side of the property to the west side of the property to the north side of the property. The new concrete will be tied into the east side of the concrete.	3,200	30.42	97,344.00T

ATTACHMENT 1

	We will be moving the parking spaces in on the southwest side of the property The drive will be expanded to 20' per the walk through and will be verified Haul away old concrete Labor and material included			
Window Installation	Provide new windows per scope of work: Remove all existing windows Installtion of new windows for the commerical space Touch up the paint around window Seal window casing Labor and material included Windows are on a 6-8 week turn time from the time the order is placed Windows will be white vinyl	1	16,500.00	16,500.00T
Office Remodel	Provide office remodel service per scope of work: Demo both restrooms Relocate drains for the sinks and toilet Relocate lighting Relocate vanities Finish interior of restrooms Labor and material included *Contractor grade finishes for the scope of work. Changes may result in a change order	2	9,000.00	18,000.00T

We thank you for the opportunity to serve you. Review the estimate provided. Once the estimate is accepted it will our contract.

If there are any changes needing to be made after the estimate is accepted a change order fee maybe applied and paid in full prior to work commencing.

Please contact us with any questions.

SUBTOTAL	261,468.00
TAX	16,341.75
TOTAL	**$277,809.75**

Jamie Williamson
General Manager
Agape Contracting, LLC
Office 469-708-9665
Fax 469-481-2636
infoagapecontracting@gmail.com
www.agapecontractingllc.com

Accepted By

Accepted Date

ATTACHMENT 1

INVOICE

Kizzee Group luv
(972) 977-2431

Jose Rodriguez
119 Virginia St
Irving, Texas 75061
Phone: (972) 916-8396
Email: johnrodriguez341@gmail.com

Payment Terms	Due upon receipt
Invoice #	000097
Date	03/16/2022

Description	Total
Drive way 111 W. Danieldale Rd Duncanville, Tx	$92,000.00
New driveway around the building, flat area will be leveled and steel laid down according to details that are plan.	

Subtotal	$92,000.00
Total	**$92,000.00**

ATTACHMENT 1

Maldonados Painting Inc.
5427 Jordan Ridge Dr
Dallas, TX 75236
214-245-2750
vladimir@maldonadospaintinginc.com
http://maldonadospaintinginc.com

To:
Ciarra Spates / Advance Health Care
111 W. Danieldale Rd
Duncanville, TX 75137

Estimate #	1040
Prepared Date	February 17, 2022
Delivery Date	February 17, 2022
Expiration Date	May 31, 2022
Estimate Total	**USD $9,800.00**

Description	Rate	Quantity	Tax	Line Total
EXTERIOR BUILDING PAINTING PREPARATION WORK: • Power wash all brick and wood trim prior to paint application. • Scrape off all loose paint and apply exterior wood primer. (Texture will show in the areas where scraped it will not be smooth) • Replace rotten wood soffit in 6 different areas around the building about 6-7 plywood sheets 4'X8' sheets. (Match existing plywood) • Replace 20 LF of 1"X6" and 1"X2" wood trim in the main entrance. Use cedar wood. • Re-caulk all wood joints, brick cracks and around all windows with 55 years quick dry caulk from Sherwin Williams. PAINTING APPLICATION: • Apply 2 coats of premium exterior duration satin paint to all the wood soffit, metal fascia trim and siding all around the building. Paint 2 back side doors. • Paint 2 metal vents and wood trim on the roof. • Apply 2 coats of premium duration satin paint to all brick around the building including the brick flower beds. • Do not paint front door or front metal handrails. • Do not paint second storage building.	$9,800.00	1		$9,800.00
NOTES • Maldonados Painting Inc. will provide all labor and materials. • Type of wood and brick paint: Premium exterior duration satin from Sherwin Williams. • Estimated time to complete project is 1 week. • Do not paint front door or metal handrails in front of the building. • Do not paint storage building on the side. • Owner will trim down all the bushes and plants before we start the paint project. • We will protect roof, plants and windows from overspray. • 50% down payment is required at the start of the project and the remaining balance when work is completed. • Make checks payable to Maldonados Painting Inc.	$0.00	1		$0.00
		Estimate Total		**USD $9,800.00**

Estimate Notes:

We Are Fully Licensed and Insured.
2 Year Labor Warranty.
Paint Warranty according to manufacturing factory.
If you have any questions please let us know.
Thank you very much in advanced for your bussines!
If you agree with this estimate information please sign
X_____

ATTACHMENT 1

Quote



DFW PAINTING AND RESURFACING, 1022 Stanwyck ave, Duncanville TX 75137, United States

FOR

Quote No.:	**00266**
Issue date:	**Feb 13, 2022**
Valid until:	**Mar 16, 2022**

Quote No.:	Issue date:	Valid until:	Total due
00266	Feb 13, 2022	Mar 16, 2022	$11,000.00

111 W Danieldale Rd, Duncanville Tx 75137

Description	Quantity	Unit price ($)	Amount ($)
Pressure wash , repair damaged wood , caulk building , and Paint	1	8,000.00	8,000.00
Pressure wash , repair damaged wood , caulk storage , and paint storage	1	3,000.00	3,000.00
Total (USD):			**$11,000.00**

ATTACHMENT 1

(214) 714-3590 dfwpaintandresurf@gmail.com

DFW PAINTING AND RESURFACING
1022 Stanwyck ave
Duncanville TX 75137
United States

ATTACHMENT 1



DALLAS CHRISTIAN PAINTERS

DallasChristianPainters.com
10010 Harmony Hill Ln
Apt 2218
Rowlett TX 75089
Phone: 214-730-6939

SALES QUOTE

Prepared For:	Ciarra Spates (214) 536-4599 ciarravaughn31@gmail.com	Service Info:	111 W. Danieldale Duncanville, Texas 75137

WRITTEN SERVICE AGREEMENT

Only services listed below will be provided. Requesting additional services will cause the need for this agreement to be adjusted. We care to provide satisfactory work. You have 3 days after completion of our service to request any touch-ups if you notice something unsatisfactory. Start dates are estimated and can be affected due to weather and other unfortunate events. You will be notified promptly if the start date needs to be adjusted.

PRICE

SERVICE	EST. START DATE	Price

ATTACHMENT 1

DALLAS CHRISTIAN PAINTERS

DallasChristianPainters.com
10010 Harmony Hill Ln
Apt 2218
Rowlett TX 75089
Phone: 214-730-6939

Power wash Entire House Thoroughly Scrape & Sand all areas where required (Trim. Eves, Windows, Doors, Etc.) Recalk all trim, eves, facia, window trim, door trim, garage door trim & all others areas where required Adequate prep of all areas immediately surrounding those being painted to avoid color bleed & over spray. Prime all brick surfaces on exterior of house (1 coat) Repaint trim, eves, facia, door & window trim, garage door trim & garage door (2 coats Sprayed) Repaint all brick surfaces on exterior of house (color 2) (2 coats sprayed + 1 coat rolled)	$9,750.00
Materials : Caulk - DAP ALEX Ultra Anti Shrink Sealant Link: https://www.homedepot.com/p/DAP-Alex-Ultra-10-1-oz-White-Advanced-Anti-Shrink-Sealant-12-Pack-7079818200/318784312?ITC=AUC-127133-23-12070 Primer- SW All Surface Enamel Oil Primer Link: https://www.sherwin-williams.com/painting-contractors/products/all-surface-enamel-oil-primer Paint - SW Emerald Rain Refresh Exterior Acrylic Latex Paint Link: https://www.sherwin-williams.com/painting-contractors/products/emerald-rain-refresh-exterior-acrylic-latex-paint	$0.00
	$0.00
	$0.00
	$0.00

ATTACHMENT 1

DALLAS CHRISTIAN PAINTERS

DallasChristianPainters.com
10010 Harmony Hill Ln
Apt 2218
Rowlett TX 75089
Phone: 214-730-6939

	$9,750.00
Total	**$9,750.00**

DEPOSIT DUE ON SIGNING: 4875

OWNERSHIP OR REPAIR AUTHORIZATION

By initialing, you agree that you are the owner or are authorized by the owner to make changes to this property. If it is discovered that you are not the owner, you will be solely responsible for any damages and repair the owner may require.

Three-day Right to Cancel: you may cancel this transaction any time prior to midnight of the third business day after the date you sign and accept this estimate. If you choose to cancel after the three-day period you will be assessed a fee of 10% of the total project cost.

5 Year Limited Warranty

Homeowners Signature

RESOLUTION NO. 2022-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC INCENTIVE GRANT AGREEMENT BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO KIZEE GROUP LLC, IN THE AMOUNT OF $92,000 FOR PAVING AND $9,750 FOR PAINT TOTALING AN AMOUNT THAT SHALL NOT EXCEED $101,750 FOR A REAL PROPERTY LOCATED AT 111 W. DANIELDALE ROAD, DUNCANVILLE, TEXAS, 75137; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Advance Alliance Inc., doing business as, Advance Health Care acting by and through Kizee Group LLC and its duly authorized representative, owns the building located at 111 W. Danieldale Rd, Duncanville, Texas, 75137; and intends to improve the exterior pavement to bring the property into City code compliance and improve the exterior façade to enhance the aesthetic look of the building (hereinafter “Improvements”); and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of paving incentive grants totaling $92,000; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of paint incentive grants totaling $9,750; and

WHEREAS, the total approved amount of incentive grant Improvements shall not exceed $101,750; and

WHEREAS, the City Council is required to review and approve any such reimbursement incentive grants and expenditures.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves the terms and conditions of an economic reimbursement incentive grant by the Duncanville Community and Economic Development Corporation to Kizee Group LLC in the total amount not to exceed One Hundred One Thousand Seven Hundred Fifty Dollars

($101,750.00), as provided in the Economic Incentive Grant attached hereto and incorporated herein by reference.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	**§**	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Advance Alliance Inc., DOING BUSINESS AS, Advance Health Care, acting by and through the Kizee Group LLC and its owner, Ciara Vaughn, its duly authorized representative.

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, Kizee Group LLC, has requested economic development assistance from the DCEDC for their property located at 111 W. Danieldale Road, Duncanville, Texas 75137 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the paving incentive grant not to exceed ninety-two thousand dollars ($92,000); and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the paint incentive grant not to exceed nine-thousand seven-hundred and fifty dollars ($9,750); and

WHEREAS, reimbursement of incentive funds is conditional on Kizee Group LLC bringing the property up to compliance with all City of Duncanville codes and ordinances and securing a bona fide lease agreement with a tenant; and

WHEREAS, Kizee Group LLC, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide Kizee Group LLC with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and Kizee Group LLC, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **February 21, 2023**, unless otherwise terminated as provided for in this.

ARTICLE III. GRANT

1. **Economic Development Incentives**.

As an economic development incentive grant to assist Kizee Group LLC located at 111 W. Danieldale Road in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of **$101,750** for paving and paint of the building occupied by Kizee Group LLC subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all Kizee Group LLC performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

ARTICLE IV. COVENANTS OF KIZEE GROUP LLC

As a condition precedent and in consideration of the DCEDC agreeing to make the economic development paving and paint incentive grants described above, and to be eligible to receive reimbursement, Kizee Group LLC agrees to do the following:

(a) Cause the improvements as defined herein to be actually made at the address indicated herein; and

(b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article

III the business incurred between August 29, 2022 – February 21, 2023, by February 21, 2023 at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of 111 W. Danieldale Road, the promises in the agreement; and

(d) Paving and Paint incentive grants shall mean an amount not to exceed $101,750 for improvements to the exterior paving and paint improvements for the property owned by Kizee Group LLC located at 111 W. Danieldale Road; and

(e) Receive a certificate of occupancy on or before February 21, 2023; and

(f) Pay any property or City sales tax due before or on February 21, 2023; and

(g) During the term of this Agreement, Kizee Group LLC, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), Kizee Group LLC, shall repay the amount of the grant payments received within 130 business days after the date Kizee Group LLC, is notified by the City of such violation, and this agreement automatically terminates.

(h) If work is found to be incomplete within the timeline provided in Article IV, Kizee Group LLC, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, Kizee Group LLC, will be found in violation of this agreement and the terms of this agreement are automatically terminated and Kizee Group LLC, will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

1. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By Kizee Group LLC, through mutual written agreements of both parties; and

(b) By DCEDC, if Kizee Group LLC, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and Kizee Group LLC, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by Kizee Group LLC, shall have

become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

(e) By DCEDC, if Kizee Group LLC suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and Kizee Group LLC, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give Kizee Group LLC not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by Kizee Group LLC.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of Kizee Group LLC existence, insolvency, employment of receiver for any part of Owner's Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

2. **Recapture Provision.** In the event Kizee Group LLC does not comply with the terms of this Agreement or is otherwise in default as provided herein, Kizee Group LLC pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by Kizee Group LLC immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, Kizee Group LLC will indemnify the DCEDC of any fees or costs related to recuperating funs owed to the DCEDC, plus interest and attorney fees.

3. **Mutual Assistance.** Kizee Group LLC and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

4. **Representations and Warranties.** Kizee Group LLC represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that Kizee Group LLC when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

6. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. **Verification and Compliances.** Kizee Group LLC agrees to allow the DCEDC's to conduct an audit all of Kizee Group LLC business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure Kizee Group LLC compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide Kizee Group LLC with written notice of any request for an audit and shall cooperate with Kizee Group LLC to schedule audit activities so as to minimize disruption of Kizee Group LLC normal business operations.

10. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, KIZEE GROUP LLC IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH KIZEE GROUP LLC BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO KIZEE GROUP LLC, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, KIZEE GROUP LLC AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF KIZEE GROUP LLC, OR FROM ANY BREACH ON THE PART OF KIZEE GROUP LLC OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF KIZEE GROUP LLC, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

11. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

13. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by Kizee Group LLC, DCEDC, and the City.

14. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Ciara Vaughn may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

15. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Kizee Group LLC
Attention: Ciara Vaughn
111 W. Danieldale Road
Duncanville, Texas 75137

With a copy to:

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

City: City of Duncanville
Attention: Aretha R. Ferrell-Benavides
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

16. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

17. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

18. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

20. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to

create a partnership or joint venture between the parties.

21. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on September 6, 2022.

KIZEE GROUP LLC

_____
By: Ciara Vaughn
Its: Owner
Date: September __, 2022

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Kenneth Govan
Its: Board President
Date: September __, 2022

CITY OF DUNCANVILLE

_____
By: Aretha R. Ferrell-Benavides
Its: City Manager
Date: September __, 2022

Kizee Group LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Owner of Kizee Group LLC, and that they are authorized by said to execute the foregoing instrument as the act of such Kizee Group LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

City of Duncanville Acknowledgement

_____
STATE OF TEXAS §

§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution authorizing approval of a Paving Incentive Grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Rupesh Singla of Singla Dental, PLLC in the amount of $44,300 for a building located at 541 W. Wheatland Road, Duncanville, Texas, 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Agustin "Gus" Garcia, CEcD; Managing Director, Development Services

BACKGROUND/HISTORY:
The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of 'Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development, one such revision being the aforementioned paving incentive grant.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The

Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

POLICY EXPLANATION:
Incentive and Grant applications by Singla Dental, PLLC was approved by the DCEDC on August 29, 2022 for a paving incentive grant totaling $44,300. The Incentive Policy requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
012-12051000-708501 - Amount requested: $44,300.00

Available Budget	**Purchase Amount**	**After Encumber**
Amount available as of 08/31/22: -$1,281,683 (awaiting implementation of a budget amendment totaling $1,500,000, will request budget override for the incentive grant funds)	$0.00	-$1,325,983

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

ATTACHMENTS:
Attachment 1 - Singla Dental DCEDC Packet with Bids
Attachment 2 - Resolution No. - 2022-086 - DCEDC Grant - Singla Dental - 541 W Wheatland Road

ATTACHMENT 1

Incentives & Grants Assistance Application

Property Owner Rupesh Singla
Mailing Address 541 W Wheatland Rd
City Duncanville State & Zip Texas, 75116
Phone 972-298-4677 Fax _____ Email drsingla@singladental.com

Project Representative same as above
Mailing Address _____
City _____ State & Zip _____
Phone _____

Business Name Singla Dental PLLC
Property Address 541 W Weatland Rd Duncanville, TX 75116
Will You Lease or Own the Property? OWN Legal Incorporation (Sole Proprietor, LLC, etc) PLLC
Type of Business Dental Office Years in Business 6
Business Plan and Portfolio Available? N (If yes, please attach)

Project Description

Repair several large potholes in the main throughway to allow for safer access to the city streets and for moverability around the local business in the comples. We will then overlay the lot with new material as the existing lot has degraded to the pebbles. We then intend to recreate the entire handicap parking area to make it safer for patients to park and enter/exit their cars. The existing ramps are rough and dangerous for patients.

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

1500sq ft. We hope to occupy it while construction is underway.

Fiscal Impact / Financial Background

Current Real Property Value $ 200,000
Estimated Property Investment (if applicable) $ _____
Current Sales / Gross Receipts / Revenue Generated $ 900,000
Additional Revenue to be Generated from Business Expansion (if applicable) $ 100,000
Sales Growth Expectations: Year One $100,000 Year Two $50,000 Year Three $50,000
Projected Total Annual Operating Budget of this Facility $ $600,000
Business Liabilities $ 245,000
What infrastructure construction would be required? Only on the three designated potholes to be broken down before repair.

Interior Investments $ 500,000 Exterior Investments $ 100,000

Are you entering into a Loan? Not at this time If yes, please answer the following:
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact

Total Number of Jobs 8 Total Annual Payroll $ 575,000
Type of Jobs Created Dental auxillary, hygienists, dental assistants, maintance (IT, landscaping, equipment)

Percentage of Employees who will be Duncanville Residents 25%
Number of Hourly Employees 6 Number of Salaried Employees 2

ATTACHMENT 1

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

ATTACHMENT 1

☐ Landscape Grant

Amount Requested $ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☐ Signage Grant

Amount Requested $ _____

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ Façade and Architectural Improvement Grant

Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

■ Pavement Grant

Amount Requested $ 44,300

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

ATTACHMENT 1

☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive**_____ Amount Requested $ _____

_____

_____

Total Grant Amount Requested $ 44,300

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Rupesh Singla **Date** 8/3/22

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

ATTACHMENT 1

I have been in business for 6 years. I choose Duncanville strategically because I felt like the northern expansion and southern revitalization would eventually have to come to Duncanville. I wanted to be part of the revitalization of the region and the city of Duncanville. I have done many things to bring up the value of my building. The office was originally built in the mid-seventies and there has been little in terms of upgrades since that time.

I officially took ownership 3/1/2016. By June 1, 2016 I had added a server, 13 computers, a digital X-ray system, 13 security cameras with digital dvr, 7 large flat screen TVs , 13 monitors and upgraded the phone system to a digital phone system with 10 new multi-line phones. I convinced Spectrum to add high-speed broadband internet to our area and supervised the construction which allowed the whole street to be able to upgrade to broadband from DSL.

I have since added 2 intraoral digital scanners, a cone beam machine (CBCT), a complete 3D printer and ecosystem and electric handpieces. For patient safety, I upgraded the autoclave, ultrasonic sterilizer and compressor to insure cleaner instruments for our community.
We were forced to close for 3 months by the government due to COVID restrictions and I used that time to completely gut renovate the entire office. I added washing machines on sight and a reasonable and usable break area for the employees as well as upgraded the aesthetics and facilities in the waiting room for the community. This project alone was over $100k during a time that we were not making any money due to the governmental mandated shutdown. I am seeking the funds to make the parking lot safer for the community and my patients as well as the other businesses in the complex.

Rupesh Singla
Singla Dental
541 W Wheatland Rd
Duncanville, TX 75063
972-298-4677

ATTACHMENT 1

Pavement Maintenance Proposal

Singla Dental

Rupesh Singla

Project:

Parking Lot
541 W Wheatland Rd
Duncanville, TX 75116

Keith Murrell
Estimator

ATTACHMENT 1

Service Provider Information

Company Info

Elite Asphalt LLC
5080 Ben Day Murrin Rd
Ft Worth, TEXAS 76126

P: 817-451-0011
F: 817-887-4448
https://eliteasphalt.net/

Contact Person

Keith Murrell
Estimator
keith@eliteasphalt.net
Cell: 817-201-1703
Office 817-451-0011

About Us

We Are A Full Service Paving Contractor

Elite Asphalt LLC, we are a commercial paving contractor who specialize in meeting your business's paving construction, repair, and maintenance needs.

We are happy to help with government, commercial, and residential asphalt paving. We are Fort Worth and beyond's, choice for top-quality asphalt repair and installation! Our asphalt and concrete paving company is your choice for paving, stabilizing, grading, repairs, sealing, and so much more.

ATTACHMENT 1

Proposal: Parking Lot

New Asphalt Pavement | Overlay

1. The area under consideration for new asphalt surface comprises approx. 14,895 square feet.
2. All areas will be barricaded before, during and after this project.
3. In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
4. We will also spot treat red areas on map. We will remove 843 sq. ft. of asphalt in 4 areas and concrete treat subgrade.
5. All surfaces to be paved will be cleaned of all loose materials.
6. Our firm will machine install 1.5 inches of compacted thickness surface asphalt, with all work being completed in 1 trip(s). ***Vital to note that all work we specify is the final depth, not the depth prior to compaction.***

Total Price: $27,420.00

Line Striping

1. Our firm will restripe the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.
3. Also includes new layout of handicap stalls after concrete installation.

Total Price: $2,250.00

ADA Concrete Ramp

1. Remove existing curb and sidewalk.
2. Form and pour new concrete ADA ramp.

Total Price: $3,900.00

Sales Tax

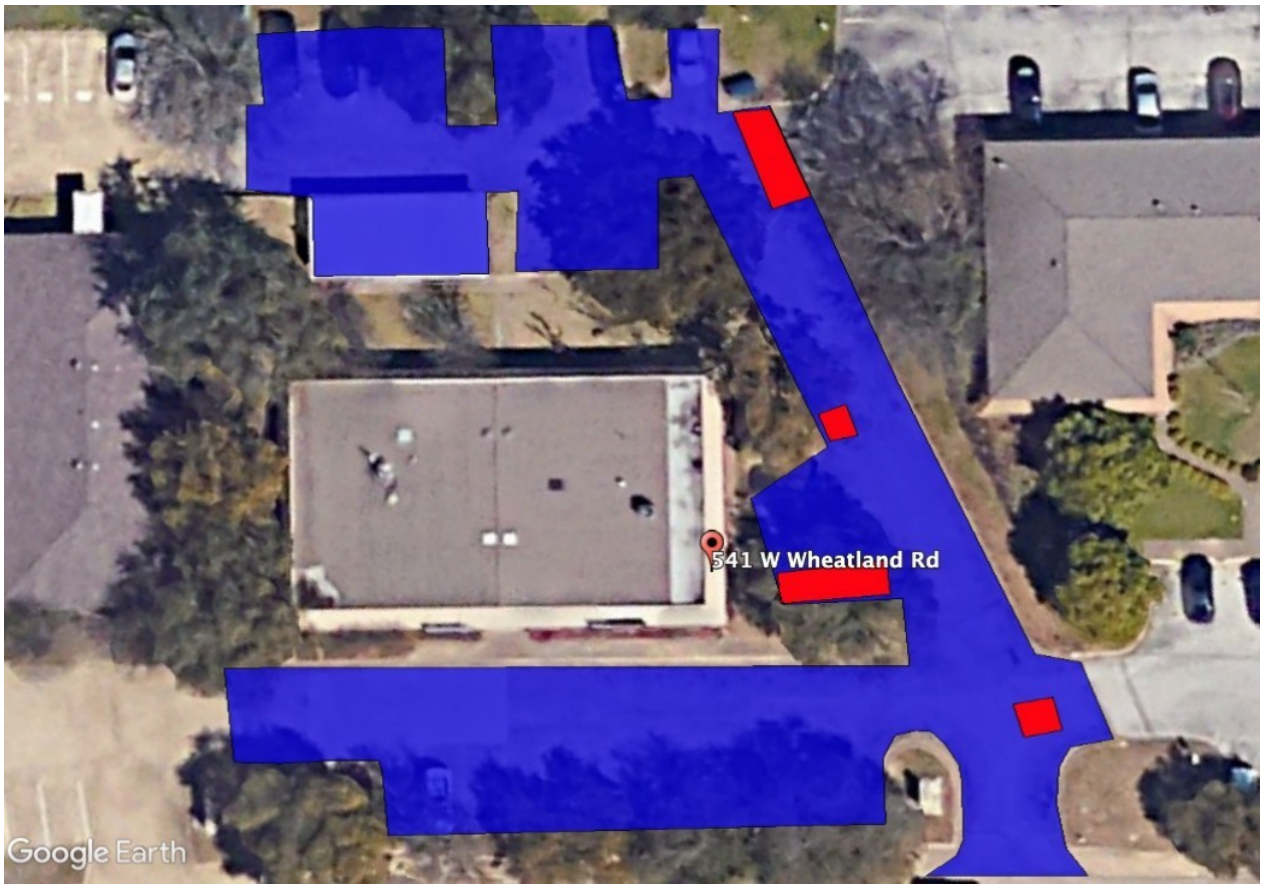
1. TX Sales Tax applied at a rate of 8.25%

Total Price: $2,450.00

ATTACHMENT 1

Site Map: Parking Lot

Site Map



Notes:

ATTACHMENT 1

Price Breakdown: Parking Lot

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on March 11, 2022. **Job Number:** 501

Item	Description	Cost
1.	New Asphalt Pavement | Overlay	$27,420.00
2.	Line Striping	$2,250.00
3.	ADA Concrete Ramp	$3,900.00
	Subtotal:	$33,570.00
	Tax:	$2,450.00
	Total:	**$36,020.00**

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full 10 days after the completion of work.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Rupesh Singla
Singla Dental
541 W Wheatland Rd
Duncanville, TX 75116
info@singladental.com
O: 972-298-4677

Keith Murrell | Estimator
Elite Asphalt LLC
5080 Ben Day Murrin Rd
Ft Worth, TEXAS 76126
E: keith@eliteasphalt.net
C: 817-201-1703
P: 817-451-0011
F: 817-887-4448
https://eliteasphalt.net/

ATTACHMENT 1

Attachments

Please click any of the links below to view and print all documents.

Company Attachments

COI 2021 - 2022

Elite References 2021

Job Information Sheet

ATTACHMENT 1

Pavement Maintenance Proposal

Singla Dental

Rupesh Singla

Project:

Singla Dental
541 W. Wheatland Road
Duncanville, TX 75116

"paving the metroplex since 1960"
ANDERSON PAVING, INC.
ASPHALT& CONCRETE

DJ Carter
Sales/Project Manager

ATTACHMENT 1

Contractor's Information

Company Info

Anderson Paving Inc.
11356 Mathis Ave.
Dallas, TX 75229

P: 972-444-8225
F: 972-444-8729
http://andersonpaving.com

Contact Person

DJ Carter
Sales/Project Manager
djcarter@andersonpaving.com
Cell: 214-208-9691
Office 972-444-8225

About Us

"Paving the Metroplex Since 1960"

Anderson Paving Inc. provides pavement design, maintenance & construction services to commercial, industrial, multi-family and municipal properties in the **Dallas - Fort Worth** region and surrounding areas. For over Six Decades Anderson Paving has been the preeminent pavement maintenance contractor in the area.

It is our goal to always provide you, the customer, a fair and competitive price for your paving project, whether we are doing our first project or our fiftieth project for you. We endeavor to make every job 'right' even when it means going beyond the scope of work, to make sure you get the best product possible.

ATTACHMENT 1

Proposal: Singla Dental

"paving the metroplex since 1960"
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ASPHALT & CONCRETE

ADA Curb Access Ramps

1. **One** Ramp(s), approx: **150 Square Feet**.
2. Saw cut and remove sidewalk and curb as needed for new ADA access. Excavate area and haul debris to an approved recycling facility. Contractor shall not be responsible for damages to unmarked or unknown private utilities located within the areas designated for repair. Set forms, install cushion sand and dowel into adjoining concrete with 3/8" steel rebar. Pour new access ramps with 6" of 3500 P.S.I. concrete reinforced with 3/8" steel on 18" centers. Ramps to meet ADA - TAS requirements for slope.
3. Install “Armor Tile’ tactile warning surface tile to meet ADA requirements for detectable warning and color contrast.
4. This pricing is based on work being completed in 1 mobilization. Additional mobilizations to be charged at $1,500.00 per mobilization.
5. Work areas will be barricaded/protected during repair process and curing of concrete. It is the owners responsibility to make sure all barricades remain in place after our crews leave the jobsite.
6. The ADA work contained within in this Proposal addresses only those non-compliant items specifically included in this Proposal. Any other non-compliant issues on the Property whether known or unknown to Contractor are specifically excluded from this scope of work and Customer shall indemnify Contractor of any and all liabilities related to ADA compliance anywhere outside of Contractor’s actual work.

   Total Price: $9,238.00

Recycled Base to Grade Repairs

1. Area approx: **888 Square Feet.**
2. Includes 3 areas to be repaired.
3. Pulverize designated asphalt and sub base to a depth of 10". Average size of aggregate at completion of pulverization is to be less than 3/4". Add 40 lbs. of Portland Cement per square yard, mix, water and compact until new base resists settling. Remove excess material from area and grade new base. Contractor shall not be responsible for damages to unmarked or unknown private utilities located within the areas designated for repair.
4. Areas will be barricaded while performing this scope of work.
5. This pricing is based on work being completed in 1 mobilization. Additional mobilizations to be charged at $1,500.00 per mobilization.

   Total Price: $2,965.00

Asphalt Pavement Overlay

1. Area approx: **15,058 Square Feet.**
2. Clean loose debris from lot and sweep clean. Apply a tack coat of CSS-1H to surface of lot for bonding, and overlay with Type 'D' - PG 64-22 TxDOT approved asphalt, compacted to an average thickness of 1.5". Initial rolling of asphalt to be performed with a vibratory steel wheel roller, followed by a rubber-tired roller, as needed, for smooth finish. Except where abutting vertical surfaces, all edges to be feathered to existing pavement.
3. It is understood and agreed to that the overlay does not change the contour of the pavement and Contractor cannot insure or guarantee 100% drainage.
4. Areas will be barricaded while performing this scope of work.
5. This pricing is based on work being completed in 1 mobilization. Additional mobilizations to be charged at $1,250.00 per mobilization.

   Total Price: $25,878.00

ATTACHMENT 1

Proposal: Singla Dental

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ASPHALT & CONCRETE

Wheel Stop Installation

1. Includes 2 Wheel Stops.
2. Deliver and pin in place new 6" X 6' half round shaped concrete wheel stops.
3. Paint new wheel stops white.

Total Price: $374.00

Restripe

1. Clean loose debris and dirt from existing markings with brooms or power blowers. Restripe lot using existing layout as guide with Chlorinated Rubber Base Traffic paint. Paint to be applied at a rate of 450 linear feet per gallon.
2. Additional cleaning of area may be required for proper paint adhesion. Power washing or sandblasting available at extra cost.
3. Price based on 1 trips to complete work. In the event that vehicles are not moved, sprinklers are left on or any other reason Contractor is not able to complete the work on the scheduled day, there will be an addition trip charge of $650.00 per required trip.

Total Price: $1,452.00

Sales Tax

1. Texas Sales Tax applied at a rate of 8.25%

Total Price: $3,292.33

WARRANTY

1. Anderson Paving hereby warrants its Work against defects in material and workmanship for a period of 1 year, exclusive of mechanical damage, chemical spillage, or abnormal abuse on the following items only:
   Base Repair
2. Contractor also guarantees bonding of overlay to sound pavement for one year. Warranty does not cover asphalt removed as a result of mechanical abuse or petroleum products released on paving. Also 'scuffing' of asphalt surface is normal during hot weather.

ATTACHMENT 1

Proposal: Singla Dental

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ASPHALT& CONCRETE

Site Map



Notes:

Base To Grade 3 Areas

ATTACHMENT 1

Proposal: Singla Dental

"paving the metroplex since 1960"
ANDERSON PAVING, INC.
ASPHALT& CONCRETE







Notes:

Overlay & Restripe

ATTACHMENT 1

Proposal: Singla Dental

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ASPHALT& CONCRETE






Notes:

Overlay & Restripe

ATTACHMENT 1

Proposal: Singla Dental

"paving the metroplex since 1960"
ANDERSON PAVING, INC.
ASPHALT& CONCRETE









Notes:

ATTACHMENT 1

Price Breakdown: Singla Dental

"paving the metroplex since 1960"
ANDERSON PAVING, INC.
ASPHALT& CONCRETE

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on March 30, 2022. **Job Number:** DC220337

Item	Description	Cost
1.	ADA Curb Access Ramps	$9,238.00
2.	Recycled Base to Grade Repairs	$2,965.00
3.	Asphalt Pavement Overlay	$25,878.00
4.	Wheel Stop Installation	$374.00
5.	Restripe	$1,452.00
	Subtotal:	$39,907.00
	Tax:	$3,292.33
	Total:	**$43,199.33**

Authorization to Proceed & Contract

Unless noted otherwise the prices in this Proposal are good for **5 days** from date Proposal is sent to Customer

Because of the volatility of prices for construction materials, Anderson Paving, Inc. cannot guarantee the cost of materials used in the work contained in this proposal for more than 30 days beyond the proposal date, regardless of whether this proposal is signed. Unless agreed upon elsewhere, customer agrees to pay the increase in cost of materials only, if notified of increase prior to work being done that includes a material with increased cost. Difference in material price will not exceed the 'cash' price of Supplier on date work is done versus the 'cash' price of Supplier on date of this proposal.

Any failure of the materials used in construction to conform to the requirements of the contract document or failure of workmanship to conform to standards utilized by generally proficient builders engaged in similar work and performing under similar circumstances shall be rectified at the expense of Anderson Paving Inc. in a prompt fashion. This paragraph supersedes and/or overrides any implied warranties under Texas Law.

ACCEPTANCE: "The Terms and Conditions attached herein to this contract are an integral part of this agreement, which, by authorized signature, the contracting party acknowledges to have read, understood and agreed."

Please see all attachments for special conditions that may pertain to aspects of this project.

ATTACHMENT 1

Proposal: Singla Dental

"paving the metroplex since 1960"
ANDERSON PAVING, INC.
ASPHALT& CONCRETE

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

By my signature below, I am authorized to approve the Work contained in this Proposal and agree to the payment terms contained in this document.

Date: _____

Rupesh Singla
Singla Dental
541 W. Wheatland Road
Duncanville, TX 75116
drsingla@singladental.com
O: 972-298-4677

DJ Carter | Sales/Project Manager
Anderson Paving Inc.
11356 Mathis Ave.
Dallas, TX 75229
E: djcarter@andersonpaving.com
C: 214-208-9691
P: 972-444-8225
F: 972-444-8729
http://andersonpaving.com

ATTACHMENT 1

Additional Info: Singla Dental

"paving the metroplex since 1960"
ANDERSON PAVING, INC.
ASPHALT & CONCRETE

Contract Terms & Conditions

1. Anderson Paving, Inc. shall not be liable for any damages, direct, indirect or consequential, caused to any utilities, objects or other facilities located beneath the area of construction unless, prior to commencement of construction activities, Anderson Paving, Inc. is advised in writing of the existence of such utilities, objects or other facilities and their location is clearly identified and marked by the Customer. Customer agrees to indemnify and hold Anderson Paving, Inc., its agents, employees, officers and directors harmless from any and all liability for any such damages to any utilities, objects or other facilities located beneath the area of construction. Anderson Paving, Inc. agrees to provide sufficient flagging, barricades, cones or other devices designed to delineate the area of construction and prohibit unauthorized access during such period of construction. If either the barrier devices are ignored or removed by persons other than authorized personnel of Anderson Paving, Inc., Anderson Paving, Inc. shall not be liable for damages, direct, indirect or consequential, caused to any property brought into the area of construction under either circumstance, and Customer agrees to indemnify and hold Anderson Paving, Inc., its agents, employees, officers and directors harmless from any and all liability for any such damages to property brought into the area of construction under such circumstance.
2. Customer fully understands that Anderson Paving, Inc. may require the use of specialized heavy equipment to perform the work required. Customer represents and warrants to Anderson Paving, Inc. that the area of the property designed for vehicular traffic which may be required for ingress and egress to the construction area is structurally sound and will support the equipment required by Anderson Paving, Inc. Anderson Paving, Inc. shall not be liable for any damages, direct, indirect or consequential, caused to Customer's property designated for vehicular traffic as result of the transportation and movement of specialized heavy equipment to and from the area of construction: provided, however, if such damages do occur, Anderson Paving, Inc. agrees to repair any such damages at an additional charge in accordance with normal rates charged by Anderson Paving, Inc. for such services.
3. Anderson Paving Inc. is not responsible for any damages, deterioration or failure of its work, whether completed or in progress, due to any cause or causes beyond our control. This exclusion includes, but is not limited to failure of sub-grade or failure of or inadequacy of any labor or materials not furnished and installed by Anderson Paving, whether or not such failure or inadequacy was or could have been known at the time the work was undertaken.
4. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
5. It is understood and agreed to that the overlay does not change the contour of the pavement and cannot improve pre-existing drainage. Customer further understands that asphalt paving placed over expansive soils will, over time, reflect cracks that develop in the existing soils beneath the paving. Customer understands that this occurrence is natural and does not constitute failure of the asphalt paving.
6. Unless otherwise provided in this contract, Anderson Paving, Inc. reserves the exclusive right to schedule the method and manner by which the work shall be completed: however, Anderson Paving, Inc. shall provide Customer with reasonable notice of the commencement of work in order to allow Customer to make arrangements to have the area of construction cleared which shall be the sole responsibility of the Customer. Anderson Paving, Inc. shall not be liable for any damages, direct, indirect or consequential, caused to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction and Customer agrees to indemnify and hold Anderson Paving. Inc., its agents, employees, officers and directors harmless from any and all liability for any such damages to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction. Anderson Paving, Inc. reserves the right to postpone construction activities if the area of construction is not sufficiently clear at the time Anderson Paving, Inc. has scheduled commencement of construction. If Anderson Paving, Inc. is delayed in the commencement of construction due to Customer's failure to provide a clear construction area, Anderson Paving, Inc. may impose a delay charge equal to the reasonable hourly costs of the persons, equipment and supplies designated for this contract which hourly charge shall commence as of 9:00 a.m. on the day that construction was scheduled to commence and shall continue for each hour of delay up to a maximum of eight hours per day until the area is sufficiently clear to allow commencement of construction. This amount shall be in addition to all other contract amounts.
7. Anderson Paving, Inc. shall not be required to make any changes, deletions, additions or modifications to the contract terms and specifications without a proper written change order signed by the contracting parties. Any such change orders shall be in addition to the original contract. The change order form shall provide for an adjustment in the

Proposal: Singla Dental

estimated cost and the completion date, if applicable.

8. Prior to starting work, Anderson Paving, Inc. shall be responsible for obtaining and providing any workmen's compensation insurance for its employees and General Liability Insurance and Automobile Liability Insurance as to its' activities related to the work contained in this proposal; however, Anderson Paving, Inc. shall not be responsible or obligated to maintain Builders Risk Insurance.
9. Payments must be made as specified in this contract. Should Anderson Paving, Inc. be entitled to receive payment from the Customer pursuant to any provision of this Contract and such payment is not paid within ten (10) days of the due date, then such payment shall bear simple interest at the rate of ten percent (10%) beginning with the first day following the date payment becomes due, and ending when the amount due has been paid or if not paid by the thirtieth day from the due date, the rate of interest shall increase to eighteen percent (18%) per annum on the thirty-first day, compounded annually. Additionally, any sum due Anderson Paving, Inc. which is not paid within said ten(10) days of the due date shall be just cause for Anderson Paving, Inc. to cease construction, without necessity of notice to Customer. Anderson Paving, Inc. agrees to restart construction when payment, together with interest as provided herein is received, and the time for completion will be extended to allow for such delay. Failure of Customer to pay any amounts due, plus accrued interest or to provide adequate security, within twenty (20) days of date of written demand therefore, shall allow Anderson Paving, Inc. the sole and exclusive option to immediately terminate this Contract. Upon any such termination, Anderson Paving, Inc. shall not be obligated to perform any additional work under this Contract. If this Contract is terminated in accordance with this paragraph, Anderson Paving, Inc. shall be entitled to payment for all work completed prior to termination of the Contract pursuant this paragraph. **FAILURE OF THE CUSTOMER TO PAY FOR MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN CLAIM AGAINST THE PROPERTY THE SUBJECT OF THIS CONTRACT.**
10. Should Anderson Paving, Inc. encounter abnormal soil conditions, rock or other reasonably unforeseen conditions below the surface of the ground, requiring a variance in the plans and specifications or requiring the performance of additional work in order to complete construction, the parties agree to execute a change order in accordance with Paragraph 5 hereto, which provides for the reimbursement to Anderson Paving. Inc. of additional cost and fees incurred by reason of such conditions and an extension of the time of completion. Unless otherwise provided in this contract, testing, permits or engineering are not included in the contract price.
11. All disputes hereunder shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any such proceedings shall be Dallas, Texas and each party hereto shall be entitled to one Request for Production of Documents and to one deposition. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, the prevailing party in such arbitration shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable cost and expenses incurred in such proceedings, including reasonable attorney's fees.
12. This Contract (including the exhibits hereto) contains the entire Contract among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereto shall be binding on any party hereto unless set forth in a document executed by all such parties. Furthermore (and in the event of a separate Vendor or other agreement signed by both parties) no such agreement shall control in the event there is a conflicting provision in this agreement and no such agreement may impose additional scope of the work duties or insurance requirements not specifically included in this agreement.
13. The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Contract.
14. In the event any one or more of the provisions contained in the Contract in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract.
15. The parties agree that the normal rule of construction the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits thereto.

ATTACHMENT 1

RENCO CONSTRUCTION, INC.

Professionals in Asphalt
and Concrete Paving

2418 South Beckley Avenue
Dallas, Texas 75224
(214) 941-2563 • Fax: (214) 941-2579
www.rencoconstruction.com

March 29, 2022

Mr. Rupesh Singla
Singla Dental
541 W. Wheatland Rd.
Ducanville, Texas 75116

Dear Dr. Singla:

Renco Construction has been an area leader in the paving business, since 1980. We specialize in **new construction and repair work** for both **asphalt and concrete.** We stick to the fundamentals of delivering the best product possible while meeting the customers needs. Our mission is not only to improve the quality of the property, but to enhance its appearance and value.

Our primary area of work is the **Dallas/Fort Worth** metroplex; however, on large jobs we will bid on work anywhere within Texas. We pride ourselves in our ability to handle any size job in an economical and professional manner.

We appreciate the opportunity to bid on your properties. Please feel free to call us at (214)941-2563. If you need additional information, let us know. Thank you.

Sincerely,

Jim Key

ATTACHMENT 1

RENCO CONSTRUCTION, INC.

Professionals in Asphalt
and Concrete Paving

2418 South Beckley Avenue
Dallas, Texas 75224
(214) 941-2563 • Fax: (214) 941-2579
www.rencoconstruction.com

29-Mar-22

Bid Submitted To:

Date:

Name:	Singla Dental
Attn:	Dr. Rupesh Singla
Street:	541 W. Wheatland Rd.
City:	Duncanville, TX 75116

Job:	Singla Dental
Street:	541 W. Wheatland Rd.
City:	Duncanville, TX
Phone:	(972) 298-4677
Fax:	

Description of Work

NEW ASPHALT PAVING

Mill and detail approximately 15,108 square feet of exisitng asphalt and haul to an approved dump site. Saw-cut or jackhammer square edges, excavate and remove approximately 862 square feet of existing pavement failures and replace with 6" (compacted thickness) of asphalt. Compact with steel wheeled vibratory roller. Apply tack coat to the entire area to be overlayed. Resurface the parking lot, approximately 15,108 square feet, with 2" of asphalt topping, type D. Then asphalt is compacted with a steel wheeled vibratory roller.

PRICE: $45,000.00
TAX: $ 3,712.50
TOTAL: $48,712.50

ADA HANDICAP RAMP

Saw cut and remove existing concrete where needed. Tie #3 steel on 18" centers. Pour new ADA ramp. Broom finish. Install 2 new handicap signs, plus 2 new anchored wheel stops.

PRICE: $6,500.00
TAX: $ 536.25
TOTAL: $7,036.25

Payment Schedule Net 30 Days

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We accept no responsibility or liability for damages to underground plumbing, electrical or any other underground fixtures. Our workers are fully covered by Workmen's Compensation Insurance, This bid is valid for 15 days.

I hereby authorize and approve all the above work, labor and materials; and agree to make payments as specified.

Authorized Signature _____ _____
Date

ATTACHMENT 1

RENCO CONSTRUCTION, INC.

Professionals in Asphalt
and Concrete Paving

2418 South Beckley Avenue
Dallas, Texas 75224
(214) 941-2563 • Fax: (214) 941-2579
www.rencoconstruction.com

Date: 29-Mar-22

Description of Work

SAFETY AND CLEAN UP

We are proud of our 42 year safety record. The National Council of Compensation Insurance has given us THE BEST SAFETY RATING POSSIBLE in our industry.

The work area will be barricaded to provide for effective traffic control and a safe working environment. In addition, the job-site will be cleaned upon completion of job.

THANK YOU! ! !

I hereby authorize and approve all the above work, labor and matrerials; and agree to make payments as specified

Authorized Signature _____ _____

Date

ATTACHMENT 1

Singla Dental
541 W. Wheatland Rd
Duncanville TX

Rupesh Singla
972-298-4677

Bid #1 Mill 1" & Overlay + Restripe

15,108 SF

Total SF of Asphalt Base Repair (6")

1) 18x30 = 540
2) 8x11 = 88
3) 13x18 = 234

862 SF

Bid # 2

Install ADA Approved Handicap Ramp. (See Drawing)

~~350~~ 128 SF
+ 20' curb.
+ 1 Van HC sign + Post
1 Reg HC sign + Post

Note: Job to be permitted through City of Duncanville

Job to Be Completed in 2 Phases

Note: After further Inspection Job will need to Be Milled due to tree Roots, & Excessive Cracking

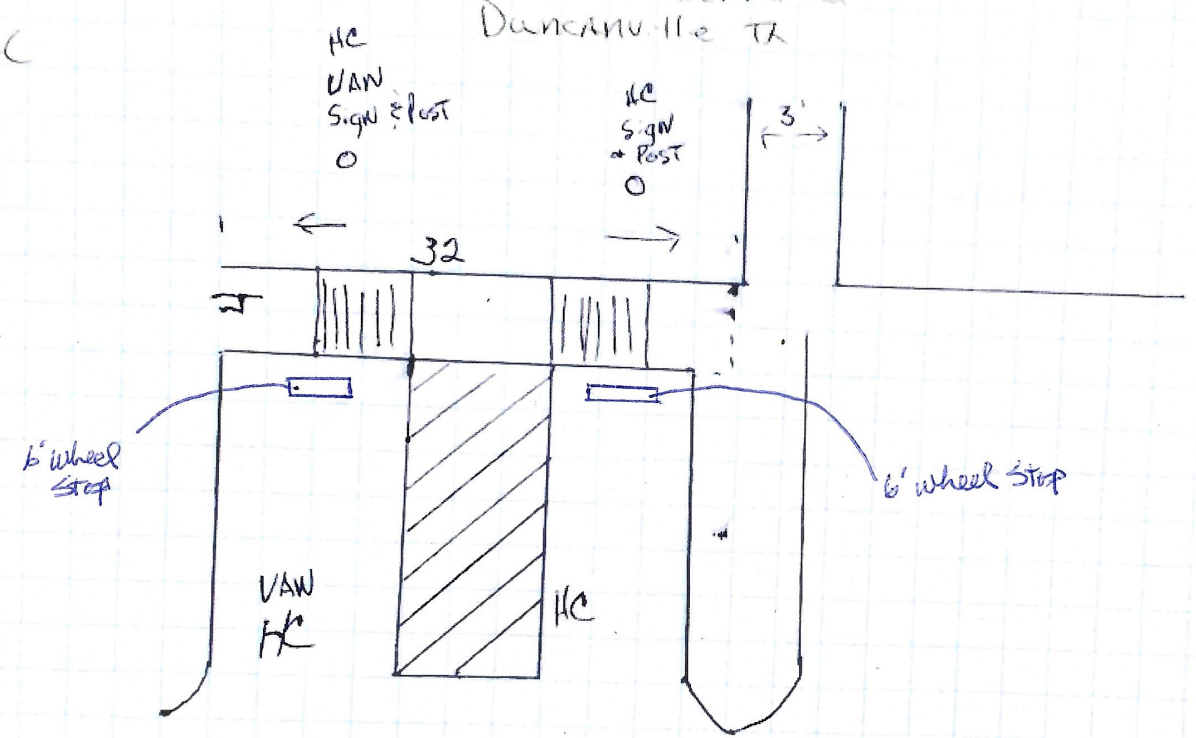
ATTACHMENT 1



Singla Dental

Rupesh Singla
9-298-4677

541 W Wheatland Rd
Duncanville TX



HC Ramp.

RESOLUTION NO. 2022-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PAVING INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO SINGLA DENTAL, PLLC, IN THE AMOUNT OF $44,300, FOR A BUILDING LOCATED AT 541 W. WHEATLAND ROAD, DUNCANVILLE, TEXAS, 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Rupesh Singla of Singla Dental, PLLC, owns the building located at 541 W. Wheatland Rd, Duncanville, Texas, 75116; and intends to improve the exterior pavement to bring the property of Singla Dental, PLLC, up to City code compliance and enhanced ADA accessibility; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of paving incentive grants totaling, but not to exceed, $44,300; and

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves the terms and conditions of a grant by the Duncanville Community and Economic Development Corporation as described herein for reimbursement of incentive grants to Singla Dental, PLLC.

SECTION 2. That the City Manager is authorized to execute any appropriate documents to execute this Resolution, after approval as to form by the City Attorney.

SECTION 3. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	**§**	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Singla Dental PLLC acting by and through Rupesh Singla, Owner, its duly authorized representative.

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, Singla Dental PLLC, has requested economic development assistance from the DCEDC for their property located at 541 W. Wheatland Road, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the paving grant not to exceed forty-four thousand and three hundred dollars ($44,300); and

WHEREAS, reimbursement of incentive funds is conditional on Singla Dental PLLC bringing the property up to compliance with all City of Duncanville code and ordinances; and

WHEREAS, Singla Dental PLLC, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide Singla Dental PLLC with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and Singla Dental PLLC, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in

the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **February 21, 2023**, unless otherwise terminated as provided for in this

ARTICLE III. GRANT

1. **Economic Development Incentives**.

As an economic development incentive grant to assist Singla Dental PLLC located at 541 W. Wheatland Road in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of $44,300 for paving grant of the building occupied by Singla Dental PLLC subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all Singla Dental PLLC performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

ARTICLE IV. COVENANTS OF SINGLA DENTAL PLLC

As a condition precedent and in consideration of the DCEDC agreeing to make the economic development paving incentive grant described above, and to be eligible to receive reimbursement, Singla Dental PLLC agrees to do the following:

(a) Cause the improvements as defined herein to be actually made at the address indicated herein; and

(b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred between September 6, 2022 – February 21, 2023, by February 21, 2023 at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of 541 W. Wheatland Road, the promises in the agreement; and

(d) Paving incentive grant shall mean an amount not to exceed $44,300 for improvements to the paving incentive grant improvements for the property owned by Singla Dental PLLC located at 541 W. Wheatland Road; and

(e) Receive a certificate of occupancy on or before February 21, 2023 and

(f) Pay any property or City sales tax due before or on February 21, 2023 and

(g) During the term of this Agreement, Singla Dental PLLC, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), Singla Dental PLLC, shall repay the amount of the grant payments received within 130 business days after the date Singla Dental PLLC, is notified by the City of such violation, and this agreement automatically terminates.

(h) If work is found to be incomplete within the timeline provided in Article IV, Singla Dental PLLC, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, Singla Dental PLLC, will be found in violation of this agreement and the terms of this agreement are automatically terminated and Singla Dental PLLC, will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

1. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By Singla Dental PLLC, through mutual written agreements of both parties; and

(b) By DCEDC, if Singla Dental PLLC, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and Singla Dental PLLC, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by Singla Dental PLLC, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

(e) By DCEDC, if Singla Dental PLLC suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and Singla Dental PLLC, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give Singla Dental PLLC not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breached by Singla Dental PLLC.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of Singla Dental PLLC existence, insolvency, employment of receiver for any part of Owner's Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

2. **Recapture Provision.** In the event Singla Dental PLLC does not comply with the terms of this Agreement or is otherwise in default as provided herein, Singla Dental PLLC pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by Singla Dental PLLC immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, Singla Dental PLLC will indemnify the DCEDC of any fees or costs related to recuperating funs owed to the DCEDC, plus interest and attorney fees.

3. **Mutual Assistance.** Singla Dental PLLC and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

4. **Representations and Warranties.** Singla Dental PLLC represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that Singla Dental PLLC when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

6. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. **Verification and Compliances.** Singla Dental PLLC agrees to allow the DCEDC's to conduct an audit all of Singla Dental PLLC business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure Singla Dental PLLC compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide Singla Dental PLLC with written notice of any request for an audit and shall cooperate with Singla Dental PLLC to schedule audit activities so as to minimize disruption of Singla Dental PLLC normal business operations.

10. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, SINGLA DENTAL PLLC IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH SINGLA DENTAL PLLC BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO SINGLA DENTAL PLLC, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, SINGLA DENTAL PLLC AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF SINGLA DENTAL PLLC, OR FROM ANY BREACH ON THE PART OF SINGLA DENTAL PLLC OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF SINGLA DENTAL PLLC, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

11. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

13. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by Singla Dental PLLC, DCEDC, and the City.

14. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Rupesh Singla may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

15. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Singla Dental PLLC
Attention: Rupesh Singla
541 W. Wheatland Road
Duncanville, Texas 75116

With a copy to:

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

City: City of Duncanville
Attention: Aretha R. Ferrell-Benavides
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

16. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

17. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

18. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

20. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

21. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on September 6, 2022.

SINGLA DENTAL

_____
By: Rupesh Singla
Its: Owner
Date: September __, 2022

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Kenneth Govan
Its: Board President
Date: September __, 2022

CITY OF DUNCANVILLE

_____
By: Aretha R. Ferrell-Benavides
Its: City Manager
Date: September __, 2022

Singla Dental PLLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Owner of Singla Dental PLLC, and that they are authorized by said to execute the foregoing instrument as the act of such Singla Dental PLLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

City of Duncanville Acknowledgement

_____
STATE OF TEXAS §

§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution authorizing the donation of an out of service fire truck to South Van Zandt County Volunteer Fire Department.

Vision Statement:

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

STAFF RESPONSIBLE:
Sam Rohde, Fire Chief
Greg Chase, Assistant Fire Chief

BACKGROUND/HISTORY:
The City of Duncanville is in possession of one (1) out of service fire truck which the Managing Director of Financial Services has determined is of nominal value and which is no longer needed for public use. The City of Duncanville and the Duncanville Fire Department would like to donate the out of service fire truck to South Van Zandt County Volunteer Fire Department.

South Van Zandt County Volunteer Fire Department, based in South Van Zandt County, Texas serving the communities of Canton, Old Bethel, Martin's Mill and Athens is a charitable organization run by firefighters and other emergency service personnel that work on a volunteer basis. These individuals also work to acquire fire trucks, ambulances and related equipment for donation to the South Van Zandt County Volunteer Fire Department as part of a continuing effort to build preparedness, reduce risk, enhance civilian safety, and minimize property loss from fire and other types of disasters.

POLICY EXPLANATION:
The Managing Director of Financial Services reviewed the request, and the City Manager accepted the Fire Department's recommendation that the surplus fire truck, a 2000 Spartan FT Fire Truck, VIN 4S7AT3798YC033452, be donated to the South Van Zandt County Volunteer Fire Department. The fire truck will be donated in "as is" condition without express or implied warranties with South Van Zandt County Volunteer Fire Department.

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 out of service fire truck to be donated to South Van Zandt County Volunteer Fire Department.
2. Do not approve the out of service fire truck to be donated and place vehicle for bid for nominal value.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 -Resolution No. - 2022-070 - Donation of an out of service fire truck

RESOLUTION NO. 2022-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE DONATION OF AN OUT OF SERVICE FIRE TRUCK TO SOUTH VAN ZANDT COUNTY VOLUNTEER FIRE DEPARTMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville (the "City") is in possession of one out of service fire truck which the Managing Director of Financial Services has determined is of nominal value and which is no longer needed for public use; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36(6), if the estimated fair value of surplus property does not exceed the applicable bid threshold in any one sale, the City may dispose of the property without advertising for bids; and

WHEREAS, the South Van Zandt County Volunteer Fire Department, based in South Van Zandt County, Texas serving the communities of Canton, Old Bethel, Martin's Mill and Athens is a charitable organization run by firefighters and other emergency service personnel that work on a volunteer basis. These individuals also work to acquire fire trucks, ambulances and related equipment for donation to the South Van Zandt County Volunteer Fire Department as part of a continuing effort to build preparedness, reduce risk, enhance civilian safety, and minimize property loss from fire and other types of disasters; and

WHEREAS, the Managing Director of Financial Services reviewed the request, and the City Manager approves, that the surplus fire truck in question, which is more specifically identified herein, be donated to the South Van Zandt County Volunteer Fire Department.

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, shall donate to the South Van Zandt County Volunteer Fire Department the following surplus fire truck:

1. Year: 2000 Make: Spartan Model: FT Vin#: 4S7AT3798YC033452

SECTION 2. The surplus property as identified shall be donated in "as is" condition without express or implied warranties.

SECTION 3. The City Council of the City of Duncanville, Texas hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of August, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider an Ordinance amending the Code of Ordinances by adding new Chapter 12E "Special Events".

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The Special Events ordinance was inadvertently removed from the Code of Ordinances on March 2, 2021 with the adoption of the new Comprehensive Zoning Ordinance #2395. This action removed the old zoning regulations in its entirety, including Special Events. The recodification of the Special Events ordinance will allow staff to continue accepting, reviewing, and approving permits for special events not conducted by the City of Duncanville. The ordinance closely follows the previous ordinance and includes: definitions, establishment of the Special Events Permit (SEP) Coordinator responsible for administering the ordinance, enforcement, exemptions, application requirements, and issuance or denial of the permit along with appropriate appeals.

POLICY EXPLANATION:
The Special Events ordinance establishes the process and regulations for City consideration of special events created and implemented by entities other than the City of Duncanville. The ordinance was previously placed in the Zoning portion of the Code of Ordinances that was replaced in its entirety on March 2, 2021. The new Special Events ordinance will not be placed in the Comprehensive Zoning portion of the Code of Ordnances to avoid future such inadvertent actions. In addition, the City Attorney has determined that special events are not related to land designations.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approved the recodification of the Special Events ordinance.
2. Do not the recodification of the Special Events ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Ordinance No. - 2450 - Special Events Ordinance - Chapter 12E - Pdf

AN ORDINANCE OF THE CITY OF DUNCANVILLE

ORDINANCE NO. 2450

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCE BY ADDING NEW CHAPTER 12E "SPECIAL EVENTS"; PROVIDING FOR DEFINITIONS, PROVIDING FOR GENERAL AUTHORITY AND DUTY OF SEP COORDINATOR, PROVIDING FOR ENFORCEMENT, PROVIDING FOR EXEMPTIONS, PROVIDING FOR APPLICATION; ISSUANCE; PROVIDING REFERENCES, ADVERTISING AND PROMOTION AND FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to re codify the Special Events ordinance into a new Chapter 12E in their Code of Ordinance; and

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

SECTION 1. That Chapter 12E "Special Events", shall be added to the Code of Ordinances, which shall read as follows:

"CHAPTER 12E – SPECIAL EVENTS

Sec. 12E-1. - Purpose.

The city manager shall be authorized to approve special events permits based on following the procedures and regulations provided below.

Sec. 12E-2.- Definitions.

Applicant. A person who has filed a written application for a special event permit.

Block party. The use of a residential street for a neighborhood function in where traffic control is required.

City. The City of Duncanville, Texas.

City council means the city council of the City of Duncanville.

City manager. The city manager of the City of Duncanville or his designee.

City-sponsored special event means a special event that the city council has:

(a) Determined to be directly related to a recognized function of city government; and
(b) Committed the city to significantly sharing in initiating, financing, supporting, and conducting the event.

Committee means a body comprised of representatives from various city departments.

Demonstration. A public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

Fee. Application fee that is established by resolution of the city council from time to time.

Fire chief. The Fire Chief of the City of Duncanville or his designee.

Permittee. The person to whom a Special Event Permit is granted pursuant to this ordinance.

Person. An individual, firm, partnership, corporation, association, or other legal entity.

Police chief. The Police Chief of the City of Duncanville or his designee.

Reimbursable costs. All costs and expenses incurred by the city for activities associated with staging of the event, including, without limitation, the following:

(a) Utilities services provided to the special event including all of the costs of installation, maintenance, connection, and removal.

(b) Food services inspection.

(c) Repair, maintenance and removal of facilities in the event of a failure of promoter.

(d) Repair of streets, alleys, sidewalks, parks, and other public property.

(e) Police protection.

(f) Fire protection.

(g) Emergency medical service.

(h) Garbage disposal and cleanup.

(i) Traffic control and/or barricades.

(j) Other direct costs associated with the special event.

Sidewalk. That portion of a street between the curb lines, or lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

Special event. A temporary event, or gathering, including a special event parade, using either private or public property, which involves one or more of the following activities, except when the activity is for construction or house moving purposes only:

(a) Closing a public street;

(b) Blocking or restriction of public property, including public rights-of-way:

(c) A gathering of more than 75 persons on public property;

(d) Sale of merchandise, food, or beverages on public property or on private property where otherwise prohibited by ordinance;

(e) Sale of alcoholic beverages on public or private property where otherwise prohibited save and except to the extent the director of the city's parks and

recreation department has prohibited, or a recreational center policy prohibits, the sale and use of alcohol on city-controlled parkland and/or recreation centers as requested for such an event;

(f) Erection of a tent or Canopy on public property, or on private property where otherwise prohibited by ordinance;

(g) Installation of a stage, band shell, trailer, van, portable building, amusement rides, grandstand or bleachers on public property, or on private property where otherwise prohibited by ordinance;

(h) Placement of portable toilets on public property, or on private property where otherwise prohibited by ordinance; or

(i) Placement of temporary informational signs including, but not limited to "No-Parking" signs directional, or identification, special event signs or banners in or over a public right-of-way, or on private property where otherwise prohibited by ordinance.

Special event parade. The assembly of three or more persons whose gathering is for the common design of traveling or marching in procession from one location to any other location for the purpose of advertising, promoting, celebrating, or commemorating a thing, person, date, or event.

Special event permit. Written approval from the city manager or his designee to hold a special event or special event parade.

Special event permit (SEP) coordinator means the city official, or his/her designee, designated by the city manager as primarily responsible for managing special events.

Street. The entire width between the boundary lines (right-of-way line to right-of-way line) of every street, alley or other legal rights-of-way publicly maintained, when any part thereof is open to the use of the public for the purposes of vehicular traffic.

Sec. 12E-3.- General authority and duty of SEP coordinator.

(a) The SEP coordinator shall implement, administer, and enforce the provisions of this chapter.
(b) The SEP coordinator has authority to issue a special event permit that authorizes one or more of the activities described in this chapter when the requirements of this chapter have been met.

Sec. 12E-4.- Enforcement.

(a) The provisions of this article shall be administered by the city manager or his designee and enforced by the building official, his designee, or any police officer/fireman.

(b) The city manager or his designee has the sole authority to issue a special event permit that authorizes one or more of the activities described in section 2(15) when requirements of this article have been met.

(c) Application for a special events permit authorizes appropriate city departments to issue permits for the activities described in section 2(15) in locations where the activity would otherwise be prohibited by ordinance.

Sec. 12E-5.- Article cumulative.

(a) The provisions of this article are cumulative of all city ordinances. Tent permits, building permits, electrical permits, food establishment permits, alcoholic beverage licenses, and all other permits required by ordinance or other law for specific activities to be conducted in conjunction with or as part of the special event must be applied for separately in accordance with the application ordinance or law. Licensed contractors must be validated by the Building Inspection Department.

(b) Application for a special event permit authorizes the SEP coordinator to issue permits for the activities described in this chapter in locations where the activity would otherwise be prohibited by ordinance.

Sec. 12E-6.- Exemptions.

The provisions of this article do not apply to:

(a) Special events conducted by the city;

(b) Garage sales;

(c) League play or tournaments by athletic associations sanctioned by the city;

(d) Block parties—permit required, but fees shall be waived; or

(e) The city manager may authorize, upon appeal in special cases, such variances from the terms of this Ordinance as will not be contrary to the public interest, where, owing to special conditions, the literal enforcement of the Ordinance will result in unnecessary hardship and so that the spirit of this Ordinance shall be observed and substantial justice done.

(f) A private party held on private property and to which the public is not invited, provided such party does not impact public rights-of-way or involve activities or facilities not permitted by applicable zoning regulations;

(g) An event wholly contained on property specifically designed or suited for the event and that holds a certificate of occupancy for such use including adequate parking (e.g., a hotel ballroom);

(h) Funeral processions;

(i) Activities approved by the director of the city's parks and recreation department, or his/her designee, that are held under the control of the city's parks and recreation department conducted on city-owned property that do not affect public rights-of-way;

(j) Unorganized gatherings;

(k) A demonstration, parade or assembly related to the expression of feelings and beliefs on current political, religious, or social issues at a fixed location other than a public right-of-way (sidewalk or street); and/or

Sec. 12E-7.- Application; issuance.

(a) Eligibility

(1) A person desiring to hold a special event shall apply for a special event permit by filing with the city manager a written application upon a form provided for that purpose. Each application must be accompanied by a nonrefundable application fee. An application must be filed not less than 30 working days before the special event is to begin.

(2) The SEP coordinator may waive the above requirements if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the special event permit.

(3) The issuance of a special event permit authorizes appropriate city departments to issue permits for activities in connection with the authorized event in locations where such activities would otherwise be prohibited by ordinance.

(4) Setup is allowed no earlier than the day immediately preceding the day of the event and must be completely removed before noon on the next succeeding business day after the event, unless otherwise determined. The placement of signs for a special event shall be in compliance with **chapter 16A**, sign code, of the City of Duncanville Code of Ordinances.

(5) The city and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the permittee shall indemnify the city, its officials, officers, employees and agents against all claims for any such damage or loss.

(6) Issuance of a special event permit does not authorize removal or alteration of public property and any such removal or alteration is strictly prohibited except as expressly allowed in writing by the SEP coordinator, or other authorizing official.

(7) In addition to complying with all conditions of the permit and all applicable city ordinances, regulations, rules, policies and guidelines, the permittee must comply with all applicable federal, state and county laws, rules and regulations.

(8) A permittee may not and shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the city, result in the revocation of the permit.

(9) No rights granted by a permit shall create rights in anyone other than the permittee.

(b) An application must contain the following information:

(1) The name, address, and telephone number of the applicant and of any other persons responsible for the conduct of the special event;

(2) A description of the special event and requested dates and hours of operation for the event;

(3) The estimated number of persons to participate in the special event;

(4) A sketch showing the area or route to be used during the special event, along with proposed structures, tents, fences, barricades, signs, banners, and restroom facilities;

(5) Letter or contract of permission for use of the property from the landowner, if different from applicant;

(6) Provisions for parking with a designation of where "No Parking" signs will be used;

(7) Details of how applicant proposes to provide security and traffic control;

(8) The time and location of street closings, if any are requested;

(9) Details of the sale of merchandise or the sale or serving of food or alcoholic beverages at the special event, designating any street vendors or peddlers involved;

(10) Description of animals to be used in the special event, if any;

(11) Details of how the applicant will clean up the area used after the special event, if on public property;

(12) Proof that the applicant possesses or is able to obtain all licenses and permits required by this code or other city ordinance or by state law for the conduct of the special event;

(13) Proof of technician's license and insurance for pyrotechnic displays (fireworks), or

(14) *Insurance.* The permittee shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state and acceptable to the city. The permittee shall furnish to the city certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the special event and be addressed as follows:

Certificates shall reference the special event and be addressed as follows:

City of Duncanville
Attn: Risk Manager
Human Resources Department
203 E. Wheatland Rd.
Duncanville, TX 75116

a. Commercial general liability insurance, including, but not limited to premises/operations, personal and advertising injury, products/completed operations, independent contractors and contractual liability, with minimum combined single limits of $1,000,000.00 per occurrence, $1,000,000.00 Products/Completed Operations Aggregate and $1,000,000.00 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
b. Liquor liability insurance, either endorsed onto the above policy or written on a "stand alone" basis, if any of the following applies:

1. The applicant is in the business of manufacturing, selling, or distributing alcoholic beverages;
2. The applicant serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain or livelihood; or
3. The applicant serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.

c. Business automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000.00 per occurrence.

The applicant shall endorse applicable insurance policies as follows:

a. The city, its officials, employees and officers shall be named as additional insureds on the commercial general liability policy, by using endorsement CG2026 or broader.
b. The city, its officials, employees and officers shall be named as additional insureds on any required liquor liability policy.
c. All insurance policies shall be endorsed to the effect that the city will receive at least 30 days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

An applicant may request an exception from this insurance requirement, if the applicant:

a. Executes a written agreement to indemnify the city and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event; or

b. Agrees to redesign or reschedule the proposed event to respond to specific risks, hazards and dangers to the public health and safety identified by the

committee as being reasonably foreseeable consequences of the proposed event.

The insurance requirements for special events involving expressive activity which enjoy protection under the United States or Texas constitutions may be waived by the committee if the special event involving expressive activity poses no substantial risk of public liability or property damage.

(15) *References*. List of four organizations an applicant has done business within connection with the proposed event;
(16) *Advertising and promotion.* Listing of types of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc.; and
(17) *Application fee.* A non-refundable application fee, plus any costs incurred by the city, must be submitted with the application and is required for each permit or renewal of a permit, which permit shall extend only to those dates requested in the application and which are approved by the committee.

a. Fees must be in the form of a check, money order or credit card (as directed by the SEP coordinator) in the name of the organization stated on the application and shall be made payable to the city. Any amounts invoiced by the city must be paid within 30 days from the date of the invoice. Amounts not paid within 30 days shall incur a late fee of one (1) percent of the outstanding balance for each month payment is not received. Additional city fees may include: Temporary health fee, mobile food vending fee, tent permit fee, preferred route fee, trail use fee.
b. The committee shall review the application and make its determination within:

1. Fourteen days after a complete application for a special event, including all required fees and licenses and/or permits, has been submitted to the SEP coordinator, unless the application is for a special event involving expressive activity; or
2. Five days after a complete application for a special event involving expressive activity, including all required fees and licenses and/or permits, has been submitted to the SEP coordinator;

If the SEP coordinator determines that clarification or additional information is necessary for proper consideration of an application, this time period may be extended an additional ten days from the date clarification or additional information is provided. The committee may approve, approve with conditions, or deny an application. The SEP coordinator, or his designee, may also revoke a permit if he/she determines at any time after approval that the event is not in compliance with the permit or with this chapter.

In making a final determination to approve an application, each of the following factors shall be considered:

a. Whether the application establishes that there will be ample opportunity to properly plan and prepare for the event;
b. Whether the proposed dates or location conflict with another event or activity;
c. Whether the applicant has previous professional experience with hosting an event of the nature or scope proposed;
d. Whether the proposed event has been held within the city on a previous occasion;
e. Whether police, fire, or other city services will be unduly burdened or adversely affected by the event;
f. Whether the event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance; and
g. Such other factors as the committee may deem necessary or important in evaluating an application;
h. The following additional factors may be considered:

1. Whether the event is likely to promote tourism by attracting tourists; and/or
2. Whether the event is likely to have a positive economic impact by generating revenue for Duncanville hotels, restaurants, and other merchants of the city.

(18) The SEP coordinator shall notify an applicant in writing of the committee's decision to deny or approve an event. If an application is approved, the notification must advise the applicant of the minimum staffing levels for the event, any specific requirements imposed pursuant to article III of this chapter, and the time frame for completing such requirements.
(19) A special event cancelled or postponed by the city on public property due to a force majeure may be rescheduled within 90 days following its original date subject to availability of the scheduled location. There shall be no charge for such rescheduling.
(20) Other information as stipulated by the reviewing departments.

a. Upon receipt of the completed application the city manager shall forward a copy of the application to the departments of police, fire, building inspection, public works, business development center, and community services. Each department or director, as the case may be, shall review the application and return it, with any comments, to the city manager within five working days of receipt.

b. The departments and the city manager may prescribe licenses and permits required by other city ordinances or applicable law, restrictions, regulations, costs for city services, safeguards, and other conditions necessary for the safe and orderly conduct of a special event, to be incorporated into the permit before issuance.

c. A deposit of one-half of the estimated reimbursable costs required to be paid to the city as a result of a special event must be received by the city manager not less than seven working days before the date of the special event as shown on the special event permit. Prior to the issuance of the permit the applicant shall agree in writing to pay such deposit and the balance of the reimbursable costs within 30 days after the special event. A bond for the balance of the estimated costs or the sum of $200.00, whichever is greater, shall also be received by the city manager not less than seven working days before the date of the special event shown on the special event permit.

d. After reviewing the application and department comments, the city manager shall issue the special event permit unless denial is required by section 8. A special event permit will be issued for a period not to exceed 14 consecutive days. A special event application and permit is required for each 14 day period during which a special event will be conducted.

Sec. 12E-8.- Directives of SEP coordinator or other authorizing official.

The permittee shall comply with the printed guidelines and with all other reasonable rules, regulations and directives of the city manager, the SEP coordinator or his/her designee as may be issued from time to time.

Sec. 12E-9.- Force majeure.

(a) The city may, in its sole discretion, postpone, cancel, suspend or close any special event or revoke a permit for any force majeure event.

(b) The city shall have no liability for such postponement, cancellation, suspension or closing. Further, the city shall have no liability for failure to postpone, cancel, suspend, or close a special event for a force majeure event or any other reason.

Sec. 12E-10.- Denial or revocation.

(a) The city manager shall deny a special permit if,

(1) a special event permit has been granted for a special event at the same place and time;

(2) the proposed special event will occupy any part of a federal highway;

(3) the proposed special event will unreasonably disrupt the orderly flow of traffic and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;

(4) the applicant fails to adequately provide for;

a. The protection of event participants;

b. Maintenance of public order in and around the special event location;

c. Crowd security, taking into consideration the size and character of the event; or

d. Emergency vehicle access.

(5) The applicant fails to comply with, or the proposed special event will violate a city ordinance or other applicable law, unless the prohibited conduct or activity would be allowed under this article;

(6) The applicant makes a false statement of material fact on an application for the special event permit, or other permits as required;

(7) The applicant fails to provide proof that he possesses or is able to obtain a license or permit required by city ordinance or other applicable law for the conduct of all activities included as part of the special event;

(8) The applicant has had a special event permit revoked within the preceding 18 months;

a. The applicant has committed, within the preceding 18 months, two or more violations of a condition or provision of a special event permit or this article;

(9) The applicant fails to pay any outstanding reimbursable costs owed to the city for a past special event; or

(10) The applicant fails to submit the required deposit and/or fails to agree in writing to reimburse the city for the estimated costs for the proposed special event.

(b) The city manager shall revoke a special event permit if:

(1) The applicant fails to comply with or the special event is in violation of a condition or provision of the special event permit, an ordinance of the city, or any other applicable law; or

(2) The permit holder made a false statement of material fact on an application for a special event permit, or other permits as required.

Sec. 12E-11.- Appeal from denial or revocation of special event permit.

(a) The decision of the city manager may be reviewed by the city council upon an appeal by any person who disagrees with the decision of the city manager. Such appeal shall be filed with the city secretary within seven days from the date of the decision of the city manager. The city secretary shall schedule a hearing of such appeal to the city council at the next timely meeting of the city council. The city council may either grant or deny the permit.

(b) Nothing in this division shall prevent the director, the chief of police, or their designees from revoking a street closure permit at any time before or during the block party in the interest of public safety, health or welfare of the community as a whole."

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, 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. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, this the 6th day of September, 2022.

APPROVED:

_____
Barry L. Gordon, MAYOR

ATTEST:

_____
Kristin Downs, CITY SECRETARY

APPROVED AS TO FORM:

_____
Robert E. Hager, CITY ATTORNEY

STAFF REPORT

MEETING: City Council - 06 Sep 2022

TITLE:
Consider a Resolution approving a Special Event Alcohol Permit to Holy Spirit Catholic Parish, 1111 W. Danieldale Rd., as provided in Exhibit A; providing for the possession, distribution and consumption of beer and wine at such special event in accordance with Section 12.205 of the Code of Ordinances; providing for regulations and conditions for such use; providing for a waiver of applicable distance requirements under Section 12-201 of the Code of Ordinances.

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.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Holy Spirit Catholic Parish, located at 1111 W. Danieldale Rd., has submitted an application for a Special Event Permit on September 24, 2022 for their Annual Fall Festival. This is a long-standing event for the entire Duncanville community with food, games, music, a children's parade, and a health fair. In addition, they are requesting authorization for the sale and consumption of alcohol during the event. As with previous events, preparation for the event has begun, and organizers are meeting with city staff to ensure the event is planned and organized appropriately. In addition, the special event committee and organizers will address any and all concerns from each department, including Police, Fire, Health, Public Works, and Parks.

Event Specifics:

The Annual Fall Festival event permit is valid from 9:00 am through 7:00 pm on Saturday, September 24, 2022. The event will be open to the public.

The Texas Alcoholic Beverage Commission (TABC) does not require a controlled location of the alcohol for the sale of beer and wine. Staff and volunteers are required to follow all state and local laws and regulations. Holy Spirit Catholic Parish has secured services to sell beer and wine at 1111 W. Danieldale Rd.

Public Safety:

After a thorough review, the Police Department has recommended three officers to be present at all times during the event. Holy Spirit Catholic Parish will hire the off-duty Duncanville Police officers and pay for their services directly. The Fire Department requires all fire lanes to remain open between the tents. Tents must be 10 ft. apart and a 10-lb ABC extinguisher available for an emergency. 10'x20' tents need inspections and permits. K-class extinguishers are required near the fryers. The Health Department requires all food vendors to obtain a temporary food health permit.

POLICY EXPLANATION:
Sec. 12-205. - Sale of alcohol at special events: an individual may obtain from the city council, upon application, a special event alcohol permit, allowing for the sale of beer or alcoholic beverages for a special event. Such permit may only be considered upon receipt of a completed application and a copy of a current permit from TABC authorizing the permittee to sell, dispense or otherwise serve alcohol at the location. The application and TABC permit must be submitted for consideration in no later than the Thursday two weeks prior to the regularly scheduled city council meeting preceding the event. If the event is to be held within 300 feet of any church, public or private school or public hospital then prior to issuance of a permit the individual must obtain a variance from the city council, in accordance with section 12- 201 (d). The permit shall be valid for the length of the event, not to exceed 14 consecutive days.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approve.
2. Do not approve.
3. Other actions from Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-075 - Special Event Alcohol Permit to Holy Spirit Catholic Parish

RESOLUTION NO. 2022-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A SPECIAL EVENT ALCOHOL PERMIT TO HOLY SPIRIT CATHOLIC PARISH, 1111 W. DANIELDALE RD., AS PROVIDED IN EXHIBIT A; PROVIDING FOR THE POSSESSION, DISTRIBUTION AND CONSUMPTION OF BEER AND WINE AT SUCH SPECIAL EVENT IN ACCORDANCE WITH SECTION 12.205 OF THE CODE OF ORDINANCES; PROVIDING FOR REGULATIONS AND CONDITIONS FOR SUCH USE; PROVIDING FOR A WAIVER OF APPLICABLE DISTANCE REQUIREMENTS UNDER SECTION 12-201 OF THE CODE OF ORDINANCES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has ordinances and regulations for special events and the possession, distribution and consumption of alcoholic beverages in connection with special events; and

WHEREAS, Holy Spirit Catholic Parish desires to hold a special event at 1111 W. Danieldale Rd. on September 24, 2022 for their Annual Fall Festival, a long-standing event for the entire Duncanville community with food, games, and music, as well as a children's parade and health fair. In addition, they are requesting authorization for the sale and consumption of alcohol during the event; and

WHEREAS, after application and consideration, the City Council has determined that such special event is an appropriate use of 1111 W. Danieldale Rd. and is suited to host said event upon the reasonable conditions established by staff and agreed to by City Council.

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

SECTION 1. That Holy Spirit Catholic Parish is hereby granted a special event alcohol permit for 1111 W. Danieldale Rd., Duncanville, Texas as depicted on Exhibit "A", Attachment 1, which is attached hereto and incorporated by reference, from nine o'clock ante meridian on September 24, 2022 to seven o'clock post meridian on September 24, 2022 to conduct a fall festival subject to the regulations, conditions and restrictions set forth in this Resolution.

SECTION 2. That Holy Spirit Catholic Parish, the patrons and participants, shall be permitted to sell, dispense, and consume alcoholic beverages (BEER AND WINE ONLY) during the hours of the special event:

A. At the designated location at 1111 W. Danieldale Rd. from 9:00 a.m. September 24, 2022 through 7:00 p.m., September 24, 2022.

B. The public participating areas at 1111 W. Danieldale Rd as provided in Exhibit “A”, on Saturday, September 24, 2022 from 9:00 a.m. to 7:00 p.m.
C. That Holy Spirit Catholic Parish or its vendor shall obtain the appropriate alcoholic beverage license and comply with all licensures, consumption, sale and/or supervision requirements of the Texas Alcoholic Beverage Commission; and
D. Subject to the further conditions contained in Attachment 5, Exhibit "A"

SECTION 3. That the City Council waives, to the extent it is applicable, under Section 12-201 of the Code of Ordinances the distance separation requirement from any church or school; and that such waiver shall expire upon completion of the event on seven o'clock post meridian (7:00 p.m.) on September 24, 2022.

SECTION 4. That in addition to the requirements of this Resolution, the special permit is subject to the special conditions and requirements of Exhibit "A", Attachments 1 through 12, which are incorporated herein by reference, and shall apply as provided in Exhibit "A", Attachments 1 through 12.

SECTION 5. That the City Manager may in his sole discretion close, suspend or revoke any of the privileges granted herein, if in his sole opinion, that the public safety is at jeopardy or substantial damage has occurred or is likely to occur to premises subject to this permit or other contiguous property.

That this Resolution and the privileges granted herein shall expire at 7:01 p.m. on September 24, 2022

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of September, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

APPROVED EXHIBIT "A" 2022-NETE-1374

RECEIVED
AUG 17 2022
TABC / ARLINGTON
REGIONAL OFFICE

NONPROFIT INFORMATION

1. Type of Organization: ☐ Fraternal ☒ Religious ☐ Charitable ☐ Nonprofit Corporation ☐ Nonprofit Historic Preservation ☐ Civic ☐ Political Party/Association ☐ Candidate/Officeholder
2. Organization/Corporation/Candidate Name: Holy Spirit Catholic Parish
3. Federal Employer's ID# (FEIN): 75-1456375

TEMPORARY EVENT INFORMATION

4. Event Dates and Times: (Dates and times must include delivery and/or storage of alcohol.)
   Start Date: 9/23/22 Time: 9:00 AM ☐ PM ☐ End Date: 9/26/22 Time: 4:00 AM ☐ PM ☒
5. Type of Event (festival, picnic): Fall Festival
6. Event Address Street #: 1111 Street Name: West Danieldale Road
   City: Duncanville County: Dallas Zip Code: 75137
7. Description of Event Location: (Ex: parking lot, north side of park, booth no., etc. Note: Submit site map.) Parking lots Parish Community Center
8. Does this event involve a promoter or an organizer? ☐ Yes ☒ No
   If "YES," Name of promoter or primary organizer: _____
9. Does this event involve sponsorship from a license/permit holder? ☐ Yes ☒ No
   If "YES," enter license/permit number and tradename:
   License/Permit # _____ Trade Name: _____
10. Other than the permission to sell alcohol on this property (question 13), do you have any other contracts and/or agreements (either verbal or in writing) associated with this event, such as sponsorship and/or third-party agreements? If "YES," attach copy, as applicable. ☐ Yes ☒ No
11. By checking "Yes" you confirm the event location address is wet for the sale of alcoholic beverages for which you are applying for in this application. This must be confirmed with the County Clerk. ☒ Yes
12. By checking "Yes" you confirm you have obtained all necessary authorizations from your municipality and county that may be required for your event. ☒ Yes
13. By checking "Yes" you have obtained permission to sell/serve alcohol from the owner of premise and have attached a copy from property owner.
    If "YES," ***attach copy.*** ☒ Yes

IF THIS EVENT IS AT A LOCATION WITH A PENDING ORIGINAL APPLICATION THAT IS REQUIRED TO POST A 60-DAY SIGN, STOP. CONTACT YOUR LOCAL TABC OFFICE.

CONTACT INFORMATION

By signing below, you affirm, and represent to TABC, that the above information is true and correct, and that you have the legal authority to request the privilege identified in this application on behalf of the organization named in this application.

14. Name of Contact for this Application: Leonardo E. Zapata
    Position/Title: Business Administrator
    Contact Phone No.: 972-298-4971
    Contact Email Address: leonardo.zapata@holyspiritcc.org
    Mailing Address: 1111 West Danieldale Road City: Duncanville County: Dallas Zip Code: 75137

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I Leonardo Zapata (Print Name) swear that I have legal authorization to apply for and receive this permit.

SIGN HERE Leonardo E. Zapata TITLE 8/17/22

Before me, the undersigned authority, on this 17th day of August, 2022, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein ~~set forth~~ are true and correct.

SIGN HERE _____ NOTARY PUBLIC

SOCORRO H GARCIA
Notary Public, State of Texas
My Comm. Exp. 06/30/2026
Notary ID 979059-1

SEAL

EXHIBIT "A"

Holy Spirit
Catholic Parish

August 17, 2022

Texas Alcohol Beverage Commission:

This letter is to inform the Commission that our Fall Festival Committee, volunteers and staff are permitted to sell alcoholic beverage on our property during our festival scheduled for Saturday September 24, 2022. They are required to follow all state and local laws and regulations.

Respectfully,

Leonardo Zapata
Business Administrator.

1111 W. Danieldale Rd., Duncanville, TX 75137 * (972) 298-4971* www.holyspiritcatholic.com

EXHIBIT "A"

CITY OF DUNCANVILLE
SPECIAL EVENTS PERMIT

Permit # 22-834

NAME OF COMPANY/ORGANIZATION CONDUCTING SPECIAL EVENT: Holy Spirit Catholic Parish

ADDRESS: 1111 W. Danieldale Rd., Duncanville, TX 75137

CONTACT TELEPHONE NUMBER: 972-298-4971

FAX NUMBER/E-MAIL ADDRESS: leonardozapata@holyspiritcc.org

RESPONSIBLE PERSON: Leonardo Zapata

PERSON'S TITLE: Contact

LOCATION OF EVENT: Holy Spirit Catholic Parish
1111 W. Danieldale Rd., Duncanville, TX 75137

SPONSOR: N/A

DATES AUTHORIZED FOR EVENT: Saturday, September 24, 2022

HOURS OF OPERATION: 9:00 AM - 7:00 PM

PERMIT ISSUED FOR: Annual Fall Festival

NOTE: Please see attached document.

APPROVED BY:

Bart Stevenson, Director of Parks and Recreation

8/11/2022
DATE

Revised 08/28/2015

EXHIBIT "A"

SPECIAL EVENT PERMIT NOTES

Health Department - All food vendors will be required to obtain a temporary food health permit.

Fire Department - Fire lanes must remain open between the tents. Tents must be 10 feet apart and occasional 10-lb ABC extinguisher. 10x20 tents need inspections and permits. K-class extinguishers are required by the fryers. A temporary permit must be obtained from the Texas Alcoholic Beverage Commission (TABC) for alcohol sales.

Police Department – Special Services Sergeant Chris Freis will contact the applicant for off duty officer coverage.

EXHIBIT "A"

POS SALES RECEIPT
Duncanville Recreation Center
Clerk: JLimas
Date: 08/11/2022 @ 3:40 pm
H/H: Holy Spirit Catholic Parish
H/H #: 8318

Holy Spirit Catholic Parish

Description	Ext Price
Permit Fee	100.00
Total New Fees	100.00
Total Due	**100.00**
Total Fees Paid	100.00
Total Paid	**100.00**
Household Balance Information	
Overall Balance Due	0.00

Payment of: 100.00 Made By: Check With Reference: 6722

All returned or insufficient payments will incur a $35.00 NSF Charge and must be paid with certified funds.

If no building attendant is present during your rental at the Senior Center or Recreation Center please call the After Hours Number (972-780-4959).

All refunds are subject to a 15 - 21 business day processing period. In addition, if applicable, all refunds are subject to a $15.00 processing fee.

Receipt # 400418

EXHIBIT "A"

Duncanville
City of Champions

INVOICE

INVOICE # 2022-09-24HSC
DATE: 2022-08-11

Duncanville Recreation Center
P.O. Box 380280
Duncanville, Texas 75138-0280
Phone: 972-780-4972

PAID AUG 11 2022

TO:

Holy Spirit Catholic Parish
1111 W. Danieldale Rd.
Duncanville,TX 75137
Phone: 972-298-4971

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Special Event Permit Fee – Annual Fall Festival		100.00
	Saturday, September 24, 2022		
		SUBTOTAL	**100.00**
		SALES TAX	-
		SHIPPING & HANDLING	-
		TOTAL DUE	100.00

The Duncanville Recreation Center is located at 201 James Collins Blvd. Duncanville, TX 75116 and is open Monday – Friday 6:30 am – 9:00 pm and Saturday 9:00 am – 5:00 pm.

Make all checks payable to City of Duncanville

If you have any questions concerning this invoice, please contact Angie Martinez at 972-780-4972 or at amartinez@duncanville.com

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
The Perfect Blend of Family, Community & Business

Please submit the application to:

Parks & Recreation Department
201 James Collins Blvd., Duncanville, TX 75116
email: specialevent@duncanville.com or call 972-780-4972

Applicant Information											
Full Name	Holy Spirit		Catholic Parish				**Date**	6/30/2022			
	Last		*First*		*M.I.*						
Address	1111 W Danieldale RD.										
	Address				*Apartment/Unit #*						
Duncnaville		TX		75137	Holy Spirit Catholic Parish						
City		*State*		*Zip Code*	*Organization Name*						
Home Phone	N/A	**Business Phone**		972-298-4971	**Cell Phone**	N/A					
Location of Event	Church Property			**Contact's Email Address**	leonardozapata@holyspiritcc.org						
Type of Special event	Annual Fall Festival										
Requested dates of special event	September 24,2022										
Requested hours of special event	**From**	9 am	**To**	7 pm							
Estimated number of people to attend	1200										
Name of insurance company	Catholic Mutual				**Insurance amount**						

	YES	NO		YES	NO		YES	NO
Non-profit status	✓		**Proof of non-profit status**	✓		**Pyrotechnics displayed**		✓
Food sales allowed	✓		**Merchandise sales allowed**	✓		**Electrical hookups required**		✓
Alcoholic beverages sold or provided	✓		**TABC "temporary permit attached**			**Prescribed TABC training completed**	✓	
Streets to be closed		✓	**Potable water required**		✓	**Loud speakers or music to be used**	✓	
Toilet facilities provided	✓		**Animals involved**		✓	**City facilities rented**		✓

Please briefly summarize the special event and any item above where the "Yes" box was checked

Family friendly event for the entire Duncanville community with food,games, and music as well as a children's parade and health fair.
Limited in door vendor area for sell of jewelry, quilts and crafts.
Drinking water provided.
TABC licensed bartender has received training.

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
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Other People Responsible for the Special Event			
Please list any other people responsible for the special event			
Full Name	Leonardo Zapata	**Email Address**	leonardozapata@holyspiritcc.org
Address	1111 W. Danieldale RD	**Home Phone**	N/A
Daytime Phone Number	972-298-4971 x344		
Full Name	Leonardo Zapata	**Email Address**	
Address		**Home Phone**	
Daytime Phone Number	972-298-4971 x344		

Attachments and Detailed Plans for Special Event and/or Parade			
Attachment 1. Attach a parade route map or site map for the special event (for site map include locations for temporary structures and/or tents, stages, grandstands or bleachers, trailers, equipment vans, animal holding areas, ticket sales sites, sales of merchandise, food and alcohol, restroom facilities, public special event parking, public entrance/exits, emergency vehicle access and on-site medical facilities).	Attached	YES ☑	NO ☐
Attachment 2. Listing of estimate of animals, animals and riders, animal drawn vehicles, floats, motor vehicles, motorized displays, marching units to include bands, color guards, drill teams or groups or organizations that will be involved in the special event or parade.	Attached	YES ☐	NO ☑
Attachment 3. Facilities: Provide the location of the site and a comprehensive set of plans and specifications relating to all temporary facilities to be constructed or utilized for the special event. All required permits relating to the temporary use of real property, buildings and structures must be obtained from the Building Inspection Division and approved by the Planning Division with regard to any zoning issues.	Attached	YES ☐	NO ☑
Attachment 4. Fire Protection: Provide a comprehensive plan for prevention of fires and for adequate protection of persons and property in the special event of a fire, including, without limitation, adequate exits, fire extinguishers, adequate access for fire trucks and emergency vehicles. The fire protection plan shall be coordinated through and approved by the office of the Fire Marshal.	Attached	YES ☑	NO ☐
Attachment 5. Food and Alcoholic Beverage Service: Provide a comprehensive plan to provide or sell food and alcoholic beverages. The City Health Inspector or designee shall approve the plan.	Attached	YES ☑	NO ☐
Attachment 6. Emergency Medical Service: Provide a comprehensive plan to provide adequate emergency medical services at the special event or parade. The plan shall be coordinated through and approved by Fire Department.	Attached	YES ☑	NO ☐
Attachment 7. Parking, assembly or disassembly of the special event or parade participants: Provide a comprehensive plan to provide adequate parking for the proposed special event or parade, including written permission by all of the owners of land to be used for the special event or parade.	Attached	YES ☑	NO ☐
Attachment 8. Public Safety: Provide a comprehensive plan providing for adequate safety, security, traffic control, and crowd control in connection with the special event or parade. The plan shall be coordinated through and approved by the Police Department and Public Works Department.	Attached	YES ☑	NO ☐

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
The Perfect Blend of Family, Community & Business

Attachments and Detailed Plans for Special Special event and/or Parade continued			
Attachment 9. Promotional: If applicable, provide a comprehensive plan to promote, market, and advertise the special event or parade. Signs and banners shall be permitted through the Building Inspection Division.	Attached	YES X	NO
Attachment 10. Sanitation Plan: Provide a comprehensive plan to insure that the highest standards of cleanliness and sanitation are maintained at the special event including adequate restroom facilities and appropriate refuse containers to accommodate refuse generated by its patrons and operations and a plan to empty the containers frequently so as to prevent overflow. This plan will be coordinated with the Parks & Recreation Department.	Attached	YES	NO
Attachment 11. Emergency Services Staffing Plan: Emergency Medical Service, Police Protection, and Fire Protection levels as deemed necessary to ensure safety for the special event or parade by the Chief of Police, the Fire Chief, or their designee, at the applicant/promoter's expense.	Attached	YES	NO
Attachment 12. Severe Weather Contingency Plan: Provide a comprehensive plan for sheltering special event or parade participants in case severe weather is impending. This plan needs to include who will be monitoring the weather, how it will be monitored, and who will make the call to cancel or evacuate.	Attached	YES	NO
Attachment 13. Cost Analysis: Provide a detailed breakdown of estimated costs associated with the special event. These cost estimates should include costs to the City and/or the promoter of the special event.	Attached	YES	NO
Other attachments should include but are not limited to: Insurance forms naming the City of Duncanville as additionally insured, TABC temporary permit if alcohol sales are permitted, etc.			

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
The Perfect Blend of Family, Community & Business

INDEMNIFICATION AGREEMENT

WHEREAS, the undersigned has made an application to the City of Duncanville, Texas, for a special event permit under the provisions of Article XIII-A of the Comprehensive Zoning Ordinance of the City of Duncanville; and

WHEREAS, said Article XIII-A requires an applicant for a permit to execute a written indemnification agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event; **NOW, THEREFORE**,

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the City of Duncanville, Texas, granting to the undersigned (Indemnitor), a special event permit under the provisions of Article XIII-A of the Comprehensive Zoning Ordinance of the City of Duncanville, Texas, for the purpose of

Annual fall festival

September 24,2022

the undersigned agrees as follows, to wit:

The undersigned Indemnitor shall indemnify, defend, and hold free and harmless the City of Duncanville, Texas, its officers, and employees, from and against any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses including, but not limited to, attorney's fees, which in any manner may arise or be alleged to have risen or resulted or alleged to have resulted from the presence, activities, special events, and/or omissions of any nature whatsoever of Indemnitor, the invited parties to said special event, their agents, servants, employees, and their respective guests and invitees and any other attendees of the special event, whether invited or uninvited, on or adjacent to the property covered by said special event permit in connection with the use and occupancy of the designated area for the special event including, without limitation, any claim or claims for bodily injury or death of any person, and for any loss or damage to property arising from the operation of the special event commencing on the 24 day of September, 20 , and terminating on the 24 day of September, 2022 .

Indemnitor hereby represents and warrants to the City of Duncanville that it has the full right, power, and authority to execute this Indemnification Agreement.

Made and executed on the 21 day of July, 20 22 at Duncanville, Texas.

Leonardo Zapata/ Holy Spirit Catholic Parish
Applicant's Printed Name

Leonardo E Zapata
Applicant's Signature

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE

The Perfect Blend of Family, Community & Business

ATTACHMENT 1

Attach a parade route map or site map for the event (for site map include locations for temporary structures and/or tents, stages, grandstands or bleachers, trailers, equipment vans, animal holding areas, ticket sales sites, sales of merchandise, food and alcohol, restroom facilities, public event parking, public entrance/exits, emergency vehicle access and on-site medical facilities). Promoter agrees to pay for any required traffic control and safety items provided by the City of Duncanville unless it is a City sponsored event.

Street (Name of street and block range)	Time Closed	Time Reopened

Additional information: see following page for site map. No city streets will be closed at any time during this event

EXHIBIT "A"

HOLY SPIRIT CATHOLIC PARISH FALL FESTIVAL - SATURDAY, SEPTEMBER 24, 2022



Large Tents: 10x20
Small Tents: 10x10

SEATING
Layout tables and chairs.

DEEP FRYERS
2x4 framing and corrugated steel roofs.

STAGE
2 large tents for the performers and
1 small tent for the music gear.

HEALTH FAIR
Set up inside the Dining Room.

GAMES
8 Small Tents
2 Large Tents
2 Inflatable bounce houses

Appropriate Fire Extinguishers (FE) shall be located in the Deep Fryers and Grilling areas.

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
The Perfect Blend of Family, Community & Business

ATTACHMENT 2

Create a list of an estimate of animals, animals and riders, animal drawn vehicles, floats, motor vehicles, motorized displays, marching units to include bands, color guards, drill teams or groups or organizations that will be involved in the special event or parade.

Parade Participants			Estimate
Animals	YES ☐	NO ☒	
Animals and riders	YES ☐	NO ☒	
Animal drawn vehicles	YES ☐	NO ☒	
Floats	YES ☐	NO ☒	
Motor vehicles	YES ☐	NO ☒	
Motorized displays	YES ☐	NO ☒	
Marching units (to include bands, color guards, drill teams or groups or organizations)	YES ☐	NO ☒	
Other not listed	YES ☐	NO ☒	

Additional information: A children parade with approximately 20 children take place from our courtyard through the main "Midway" to the stage. Approximately 35 people total. Participants may be encouraged to wear a face covering, depending on the status of the COIVID pandemic.

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
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ATTACHMENT 3

Facilities: Provide the location of the site and a comprehensive set of plans and specifications relating to all temporary facilities to be constructed or utilized for the special event. All Facilities must conform to the City of Duncanville codes and ordinances. All required permits relating to the temporary use of real property, buildings and structures must be obtained from the Building Inspections Division and approved by the Planning Division with regard to any zoning issues.

No temporary facilities will be constructed.

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
The Perfect Blend of Family, Community & Business

ATTACHMENT 4

Fire Protection: Provide a comprehensive plan for prevention of fires and for adequate protection of persons and property in the event of a fire, including, without limitation, adequate exits, fire extinguishers, adequate access for fire trucks and emergency vehicles. The fire protection plan shall be coordinated through and approved by the office of the Fire Marshal.

Refer to site map. Fire lanes are marked and will be open at all times of the event for access and use by Fire and Emergency vehicles. Emergency exits are clearly marked and will be accessible at all time during the event.

A first aid station is located inside the Health fair and central booth outside the Midway. Proper Fire extinguishers will be located in proximity to each outdoor cooking ares and inside buildings. All Emergency Exits are clearly marked and will be accessible at all times during the event. While most events occur outside, room capacities will be monitored and enforced.

EXHIBIT "A"

Duncanville Fire Department

"Protecting Lives and Property with Pride and Tradition"

FIRE PROTECTION REQUIREMENTS FOR SPECIAL EVENT VENDORS

The Duncanville Fire Department will inspect each vendor before the event to ensure compliance with the Duncanville Fire Code. Food trucks must pass a fire inspection not less than 5 days prior to the event at 1530 S. Main St. Duncanville, TX. Contact us at 972-780-5047 or 5049 for an appointment. All food trucks shall have an operating, clean Type I hood with fire protection in place-no exceptions.

Food vendors will be required to have the following:

- Food truck vendors *shall* provide a fire protection hood system in accordance with NFPA 96. A K Class extinguisher is required within 30 feet of the hood system. Current inspection tags are required on all fire protection. *NOTE: Hood systems must be inspected every 6 months, portable extinguishers are inspected annually. Food trucks shall also have a minimum 5lb ABC portable extinguisher available for fires located outside of the kitchen- engine compartment, etc.* **NO COOKING IS ALLOWED OUTSIDE OF THE FOOD TRUCK!**

- Other food vendors that are *cooking* any foods that create grease laden vapors *shall* supply a class K extinguisher. The extinguisher shall have a receipt of purchase dated within the last year *or* serviced and tagged by a licensed fire extinguisher company within the last year. Used oils shall be disposed of off-site.

- Participating food vendors that are conducting any kind of cooking, grilling, or smoking *shall* provide a 5 pound ABC extinguisher. The extinguisher shall have a receipt of purchase dated within the last year or the extinguisher *shall* have a licensed inspectors tag attached within the last year with the explanation of service performed.

- Any fuel gases used such as propane *shall* be in proper, undamaged containment systems. Damaged (rust, corrosion etc.) service connections will not be allowed. Bottles/tanks *shall not* have dents or damage that could render the vessel unsafe and *shall* be stored and used in accordance with the International Fire Code 2009 Chapter 38 and NFPA 58.

***All vendors will be inspected for the following*:**

- Extension cords *shall* be in good condition. Cut, spliced or taped extension cords will not be allowed. Cords *shall* not cause a trip hazard and be located away from water or water based substance and *shall* be grounded.

- Generators *shall* be confined within in the vendor area and not accessible to the public. DO NOT refuel while the generator is running. Generators *shall* be in good working condition.

- General housekeeping should be neat and organized. Flammable substances *shall* be appropriately stored and kept the away from open flames or heat sources under the provisions of the International Fire Code 2009 Chapter 34.

Not meeting the requirements listed above may result in denial of participation in the event.

Thank you for your participation and have a fun and safe event.

Pam McAllister – Fire Inspector
PO Box 380280
Duncanville, TX 75138-0280
Office – 972-780-5047
Fax – 972-780-4928
pmcallister@duncanville.com

EXHIBIT "A"

Duncanville
City of Champions

DUNCANVILLE
The Perfect Blend of Family, Community & Business

ATTACHMENT 5

Food and Alcoholic Beverage Service: Provide a comprehensive plan to provide food and beverage concessions. The City Health Inspector or designee shall approve the plan.

Food sales allowed	YES [x]	NO [ ]	Merchandise sales allowed	YES [x]	NO [ ]
Alcoholic sales allowed	YES [x]	NO [ ]	TABC "temporary" permit attached	YES [ ]	NO [ ]
Prescribed TABC training	YES [x]	NO [ ]			

(Copied from the Vernon's Texas Codes Annotated Alcoholic Beverage)

§ 27.11. AUTHORIZED ACTIVITIES. The holder of a special three-day wine and beer permit may sell for consumption on the premises for which the permit is issued, but not for resale, wine, beer, and malt liquors containing alcohol in excess of one-half of one percent by volume but not more than 17 percent by volume. Added by Acts 1993, 73rd Leg., ch. 934, § 33, eff. Sept. 1, 1993. Amended by Acts 1999, 76th Leg., ch. 418, § 6, eff. Sept. 1, 1999.

§ 27.12. FEE. The state fee for a special three-day wine and beer permit is $30. Added by Acts 1993, 73rd Leg., ch. 934, § 33, eff. Sept. 1, 1993.

§ 27.13. ISSUANCE OF PERMIT. (a) The commission may issue a special three-day wine and beer permit directly to a nonprofit charitable, civic, or religious organization for the temporary serving of wine and beer at a picnic, celebration, or similar event sponsored by the organization.
(b) The commission by rule may limit the number of special three-day wine and beer permits issued in each calendar year to a single nonprofit charitable, civic, or religious organization for events sponsored by that organization.
(c) If a special three-day wine and beer permit is issued for a premises in an area in which the sale of beer for on-premise consumption has been authorized by a local option election, but the sale of wine for on-premise consumption has not been authorized, then the permittee is only authorized to sell beer. Added by Acts 1993, 73rd Leg., ch. 934, § 33, eff. Sept. 1, 1993.

§ 27.14. APPLICATION OF WINE AND BEER RETAILER'S PERMIT PROVISIONS. A provision of this code that applies to a wine and beer retailer permit applies to a special three-day wine and beer permit unless the provision conflicts with a provision of this subchapter. Added by Acts 1993, 73rd Leg., ch. 934, § 33, eff. Sept. 1, 1993.

§ 27.15. RULES. The commission may adopt rules as necessary to implement and administer this subchapter. Added by Acts 1993, 73rd Leg., ch. 934, § 33, eff. Sept. 1, 1993.

Facilities are marked with properly hand-washing instructions, and hand-washing stations will be set up in proximity to each outdoor cooking area. Alcoholic beverages will only be served on from 12:00 noon - 6:45pm. A TABC licensed bartender has been hired, and off duty Duncanville Police Officers will be hired. All laws for sales and service will be followed.

EXHIBIT "A"

Duncanville
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ATTACHMENT 6

Emergency Medical Service: Provide a comprehensive plan to provide adequate emergency medical services at the special event or parade. The plan shall be coordinated through and approved by Fire Department.

Doctor and Nurse Volunteers will be on-site during the Health Fair. All emergency access will be open and the Safety Officer is available to reach Emergency personnel if support is needed.

EXHIBIT "A"

Duncanville
City of Champions

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ATTACHMENT 7

Parking, assembly or disassembly of the special event or parade participants: Provide a comprehensive plan to provide adequate parking for the proposed special event or parade, including written permission by all of the owners of land to be used for the special event or parade.

The event is a come and go with adequate parking on-site for attendees. There are 325 paved parking spots with additional space available for 175 vehicles in the eastern field on the church property.

EXHIBIT "A"

Duncanville
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ATTACHMENT 8

Public Safety: Provide a comprehensive plan providing for adequate safety, security, traffic control, and crowd control in connection with the special event or parade. The plan shall be coordinated through and approved by the Police Department and Public Works Department.

Off-Duty Duncanville police Officer will be hired and on-site for security coverage. Volunteers support the event in community fellowship and crowd control.

EXHIBIT "A"

Duncanville
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ATTACHMENT 9

Promotional: If applicable, provide a comprehensive plan to promote, market, and advertise the special event or parade. Signs and banners shall be permitted through the Building Inspection Division.

The event is marketed primarily as a fellowship event for church members and surrounding community through weekly bulletins, emails, social media and other forms of advertising. Attendance has been manageable with volunteers and civic support. Permits will be obtained from the city for signage.

EXHIBIT "A"

Duncanville
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ATTACHMENT 10

Sanitation Plan: Provide a comprehensive plan to insure that the highest standards of cleanliness and sanitation are maintained at the special event including adequate restroom facilities and appropriate refuse containers to accommodate refuse generated by its patrons and operations and a plan to empty the containers frequently so as to prevent overflow. This plan will be coordinated with the Parks & Recreation Department.

The church premise has 9 womens and 8 mens restrooms for public use. there are also 4 individual restrooms .available to volunteers. Trash removal will be scheduled. Trash removal will be scheduled the day before the event, and an additional trash unit will be added to accommodate the event. Event trash consists primarily of food containers. Volunteers will continually remove trash from the event and dispose in containers at each end of the property, they also collect recyclable trash separately.

EXHIBIT "A"

Duncanville
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ATTACHMENT 11

Emergency Services Staffing Plan: Emergency Medical Service, Police Protection, and Fire Protection levels as deemed necessary to ensure safety for the special event or parade by the Chief of Police, the Fire Chief, or their designee, at the applicant/promoter's expense.

Emergency Services Staffing Plan		Number Needed	Hourly Estimates
Emergency Medical Service	YES ☐ NO ☐		
Police Protection	YES ☐ NO ☐		
Fire Protection	YES ☐ NO ☐		
Other not listed	YES ☐ NO ☐		

Additional information: As As previously noted in Attachment 8, Off-Duty Duncanville Police are hired (in appropriate shifts) for 10 hours of continuous coverage of the event. Fire and Emergency personnel are invited to attend if their schedule permits. We would be happy to have additional support if available

EXHIBIT "A"

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ATTACHMENT 12

Severe Weather Contingency Plan: Provide a comprehensive plan for sheltering special event or parade participants in case severe weather is impending. This plan needs to include who will be monitoring the weather, how it will be monitored, and who will make the call to cancel or evacuate.

In the event of severe weather in the are, the church safety office and festival co-chair will be aware and make the call to alert volunteers to relocate all outdoor participants and other volunteers to the sanctuary building for protection

EXHIBIT "A"

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ATTACHMENT 13

Cost Analysis: Provide a detailed breakdown of estimated costs associated with the special event. These cost estimates should include cost to the City and/or the promoter of the special event.

Item		City Costs	Promoter Costs
Cleanup	YES [X] NO [ ]		500.00
Emergency Medical Service	YES [ ] NO [X]		0.00
Fire Protection	YES [ ] NO [ ]		0.00
Permits	YES [X] NO [ ]		100.00
Personnel	YES [ ] NO [X]		0.00
Police Protection	YES [ ] NO [ ]		600.00
Sanitation	YES [ ] NO [ ]		500.00
Traffic Control	YES [ ] NO [ ]		0.00
Other not listed	YES [X] NO [ ]		15,000.00
Total Costs		0.00	16,700.00

WWe will focus on making this year's parish a wonderful fellowship experience and make fundraising a secondary goal. We will offer a family focus fun experience with games, entertainment, great food and fellowship for the entir community. Expenses are minimal as reflected above as time and labor are donated.

EXHIBIT "A"

For Department Use Only

DEPARTMENTAL APPROVAL OR DENIAL OF APPLICATION
(PLEASE CHECK ONE)

POLICE DEPARTMENT APPROVED ☑ DENIED ☐ Signature FOR C.FREIS 8/10/2022

Comments: Sgt. Freis will contact applicant for off duty officer coverage.

FIRE DEPARTMENT APPROVED ☑ DENIED ☐ Signature FOR S.WAKELAND 8/8/2022

Comments: See attached notes

HEALTH DEPARTMENT APPROVED ☑ DENIED ☐ Signature FOR T.ISLAND 8/9/2022

Comments: All food vendors will be required to obtain a temporary food health permit.

PUBLIC WORKS APPROVED ☑ DENIED ☐ Signature FOR J.BROWN 8/8/2022

Comments:

PARKS & RECREATION APPROVED ☑ DENIED ☐ Signature FOR B.STEVENSON 8/11/2022

Comments:

Updated September, 2019