Duncanville City Council Meeting Agenda

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

AMENDED

Tuesday, September 19, 2023
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this 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, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, September 19, 2023 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 will be broadcast by website and social media channels.

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit 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 19, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, September 19, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the Interim City Manager under the Home Rule Charter pursuant to Section 551.071 of the Tex Govt Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Govt Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic. 7 - 9

   Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties and/or appointment of the Interim City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 10

   Executive Session

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

CALL TO ORDER
INVOCATION - Church - Pastor
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

A. Proclamation recognizing September 15 to October 15, 2023 as National Hispanic American Heritage Month. 11 - 16

   Proclamation - National Hispanic Heritage Month

B. Proclamation in recognition of Constitution Week, September 17-23, 2023 — 17 - 19

Proclamation in recognition of Constitution Week, September 17-23, 2023

C. Proclamation for National Fire Prevention Week, October 8 - 14, 2023. — 20 - 21

Proclamation for National Fire Prevention Week

D. Proclamation Recognizing October 2023 as Domestic Violence Awareness Month. — 22 - 24

Domestic Violence Awareness

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

A. Consider a resolution of the City Council of the City of Duncanville, Texas, approving a negotiated settlement between Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel. — 25 - 48

Atmos Mid-Tex 2023 RRM Settlement

B.	Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $85,000 to Hoopfest Basketball Organization. HOT Grant FY24 Hoopfest Basketball Organization	49 - 63
C.	Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $222,000 to Esposure, Inc. HOT Grant FY24 Esposure, Inc	64 - 78
D.	Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $32,000 to Duncanville Community Theatre. HOT Grant FY24 Funding-Duncanville Community Theatre	79 - 109
E.	Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $63,000 to Duncanville Lions Club. HOT Grant FY24 Funding-Duncanville Lions Club	110 - 133
F.	Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $20,000 to the Hilton Garden Inn Dallas/Duncanville, owned and operated by OCI Hospitality. HOT Grant FY24 Funding-Hilton Garden Inn Dallas/Duncanville	134 - 148
G.	Consider a resolution authorizing approval of an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to LRC Flooring, in an amount not to exceed $4,824.87 for a building located at 651 Oriole Blvd. Duncanville, Texas, 75116. DCEDC Design Incentive Grant-LRC Flooring	149 - 160
H.	Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to DW Cedar Ridge, LLC, in an amount not to exceed $267,153.00 for buildings located at 102-110 N Cedar Ridge., Duncanville, Texas, 75116. DCEDC Design Incentive Grant-DW Cedar Ridge, LLC	161 - 193
I.	Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Dolani Investments, LLC, in an amount not to exceed $208,610.97 for a building located at 511 E. Camp Wisdom Road. Duncanville, Texas, 75116. DCEDC Design Incentive Grant-Dolani Investments, LLC	194 - 229
J.	Consider a resolution authorizing approval of an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to LDG SRV Holding, LLC dba: Lucent Dental Group, in an amount not to exceed $31,000.00 for a building located at 607 N. Cedar Ridge Dr., Duncanville, Texas, 75116. DCEDC Design Incentive Grant-Lucent Dental Group	230 - 251
K.	Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for food establishment inspection and	252 - 263

environmental health services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024.

FY24 Health and Human Services Local Agreement with Dallas County Health and Human Services

L. Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for mosquito services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024. 264 - 273

FY24 Mosquito Interlocal Agreement with Dallas County Health and Human Services

M. Consider a Resolution approving Waste Management's request to the City of Duncanville to increase contract rates by 6.71% under the Solid Waste Disposal Agreement for solid waste disposal, effective October 1, 2023. 274 - 281

Solid Waste Disposal Agreement Rate Increase

N. Consider appointments to various Boards and Commissions including Arts Commission, Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Community Engagement Board, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment financing Reinvestment Zone Number One), and Tri-Cities Animal Control Board. 282 - 286

Boards and Commissions appointments

O. Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 5.09% for residential collection and commercial services, effective October 1, 2023. 287 - 296

Municipal Materials Management Agreement Rate Increase

P. Consider a Resolution authorizing an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of $0.00. 297 - 342

Agreement with SC Tracking Solutions for Backflow Device Inventory and Compliance Management

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Conduct a Public Hearing on the 2023 tax rate. 343 - 345

Conduct a Public Hearing on the 2023 Tax Rate

C. Consider an Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for said Fiscal Year shall be made in 346 - 380

accordance with said Budget and ratifying the revised budget FY 2022-2023 Budget (Section 7 of the attached ordinance).

FY 2023-2024 Budget Adoption

D. Consider an Ordinance of the City of Duncanville, Texas, levying Ad Valorem Taxes for the Year 2023 at a rate of $0.646034 per one hundred dollars ($100.00) assessed valuation on all taxable property within the corporate limits of the City of Duncanville as of January 1, 2023, to provide revenues for current expenses and interest and sinking fund requirements. 381 - 386

Levy 2023 Ad Valorem Taxes

E. Consider an Ordinance ratifying the Fiscal Year 2023-2024 Budget which raises more revenue from property tax than in the previous year. 387 - 390

Ratification of FY 2023-2024 Budget

F. Consider an Ordinance approving the Fiscal Year 2023-2024 Master Fee Schedule, which is attached hereto and incorporated herein as Exhibit "A". 391 - 411

FY 2023-2024 Master Fees

G. Consider an Ordinance regarding the City of Duncanville's Texas Municipal Retirement System (TMRS) benefits adopting: (1) Updated Service Credits (USC); and (2) an annuity increase, also referred to as Cost of Living Adjustment (COLA) for retirees and their beneficiaries. 412 - 418

Adoption of TMRS Updated Service Credits and COLA for Retirees and their Beneficiaries

6. STAFF AND BOARD REPORTS

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Friday, September 15, 2023 , by 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the Interim City Manager under the Home Rule Charter pursuant to Section 551.071 of the Tex Govt Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Govt Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

Vision Statement:

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

STAFF RESPONSIBLE:
N/A

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the Interim City Manager under the Home Rule Charter pursuant to Section 551.071 of the Tex Govt Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Govt Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the Interim City Manager under the Home Rule Charter pursuant to Section 551.071 of the Tex Govt Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Govt Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Take any necessary action as a result of executive session.

2. Do not take action as a result of executive session.

ATTACHMENTS:
Executive Session (2)

STAFF REPORT

MEETING: City Council - 19 Sep 2023

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

Vision Statement:

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STAFF RESPONSIBLE:
N/A

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

POLICY EXPLANATION:
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FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

STAFF REPORT

MEETING: City Council - 19 Sep 2023

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

Vision Statement:

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STAFF RESPONSIBLE:
N/A

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

POLICY EXPLANATION:
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FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Take any necessary action as a result of executive session.
2. Take no action as a result of executive session.

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Proclamation recognizing September 15 to October 15, 2023 as National Hispanic American Heritage Month.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Every year from September 15 to October 15, Americans celebrate National Hispanic Heritage Month by appreciating the community's history, heritage, and contributions of the ancestors of American citizens who came from Mexico, Spain, the Caribbean, and South and Central America.

Hispanic Heritage Month originally started with one week of commemoration when it was first introduced by Congressman George E. Brown in June 1968. With the civil rights movement, the need to recognize the contributions of the Latin community gained traction in the 1960s. Awareness of the multicultural groups living in the United States was also gradually growing.

Two heavily Latinx and Hispanic populated areas, the San Gabriel Valley and East Los Angeles, were represented by Brown. His aim was to recognize the integral roles of these communities in American history. Observation of Hispanic Heritage Week started in 1968 under President Lyndon B. Johnson and was later extended to a 30-day celebration by President Ronald Reagan, starting on September 15 and ending on October 15. It was enacted into law via approval of Public Law 100-402 on August 17, 1988.

September 15 is set as the starting date for the month as it is important for many reasons. It is the independence anniversary for Latin American countries El Salvador, Guatemala, Costa Rica, Nicaragua, and Honduras. From here onwards, the independence days of Mexico and Chile fall on September 16 and September 18, respectively. Día de la Raza or Columbus Day also falls within this month, on October 12.

Hispanic Americans have been integral to the prosperity of the U.S. Their contributions to the nation are immeasurable, and they embody the best of American values. The Hispanic-American community has left an indelible mark on the U.S. culture and economy.

POLICY EXPLANATION:
The City of Duncanville recognizes various organizations, groups, and individuals for their outstanding contributions to the community by Proclamation.

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 - National Hispanic Heritage Month
Hispanic Heritage Festival - Flyer

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, Each year, from September 15 to October 15, Americans celebrate National Hispanic Heritage Month by appreciating the history, heritage, and contributions of the ancestor community that came from Mexico, Spain, the Caribbean, and South and Central America; and

WHEREAS, Hispanic Heritage Month originally began with a week of commemoration when it was first introduced by Congressman George E. Brown in June 1968. With the civil rights movement, the need to recognize the contributions of the Latino community gained acceptance in the 1960s; and

WHEREAS, Later extended to a 30-day celebration by President Ronald Reagan, beginning on September 15 and ending on October 15, it became law in August 1988; and

WHEREAS, Hispanics have been an integral part of America's prosperity. Hispanic contributions to the nation are immense, and they demonstrate the best of American values; and

WHEREAS, Even greater are the contributions to the prosperity and sustainability of the City of Duncanville by our Hispanics who make up forty percent of our population; and

WHEREAS, We see your venture for your many businesses in our city. And we see your investment in our city for your service on many of our boards and commissions; and

WHEREAS, Our Hispanics are one of the valuable parts of our city's diverse population, and I am proud and privileged to honor them especially.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim September 19, 2023 as

HISPANIC HERITAGE RECOGNITION DAY

in the City of Duncanville and urge all citizens to join me in celebrating the spirit and accomplishments of Hispanic Americans everywhere.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 19th day of September 2023.

Mayor, The City of Duncanville

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamación

MIENTRAS QUE: Cada año, del 15 de septiembre al 15 de octubre, los estadounidenses celebran el Mes Nacional de la Herencia Hispana apreciando la historia, la herencia y las contribuciones de la comunidad de los antepasados que vinieron de México, España, el Caribe y América del Sur y América Central; y

MIENTRAS QUE: El Mes de la Herencia Hispana comenzó originalmente con una semana de conmemoración cuando fue presentado por primera vez por el Congresista George E. Brown en junio de 1968. Con el movimiento de derechos civiles, la necesidad de reconocer las contribuciones de la comunidad latina ganó aceptación en la década de 1960; y

MIENTRAS QUE: Más tarde se extendió a una celebración de 30 días por el presidente Ronald Reagan, comenzando el 15 de septiembre y terminando el 15 de octubre, se convirtió en ley en agosto de 1988; y

MIENTRAS QUE: Los hispanos han sido parte integral a la prosperidad de los Estados Unidos. Las contribuciones hispanas a la nación son inmensas y demuestran lo mejor de los valores estadounidenses; y

MIENTRAS QUE: Aún mayores son las contribuciones a la prosperidad y sostenibilidad de la Ciudad de Duncanville por parte de nuestros hispanos, quienes representan el cuarenta por ciento de nuestra población; y

MIENTRAS QUE: Vemos su emprendimiento por sus muchos negocios en nuestra ciudad. Y vemos su inversión en nuestra ciudad por su servicio en muchas de nuestras juntas y comisiones; y

MIENTRAS QUE: Nuestros hispanos son una de las partes valiosas de la diversa población de nuestra ciudad, y estoy orgulloso y privilegiado de honorarlos especialmente.

AHORA, POR LO TANTO: Yo, Barry L. Gordon, Alcalde de la Ciudad de Duncanville, Texas, por el presente, proclamo este día, 19 de septiembre de 2023 como

DÍA DE RECONOCIMIENTO DE LA HERENCIA HISPANA

en la ciudad de Duncanville e insto a todos los ciudadanos a unirse a mí para celebrar el espíritu y los logros de los hispanoamericanos en todas partes.

EN TESTIMONIO DEL PRESENTE, he firmado y estampado el Sello de la Ciudad de Duncanville, Texas, el día 19 de septiembre de 2023.

Alcalde, Ciudad de Duncanville

FREE EVENT

THE CITY OF DUNCANVILLE PRESENTS

HISPANIC HERITAGE FESTIVAL

Duncanville
City of Champions

SAT., SEPT. 23, 2023
11:00 AM - 11:00 PM
ARMSTRONG PARK

LIVE MUSIC MARIACHI FOLKLORICO
FOOD BOUNCE HOUSES VENDORS

FESTIVAL SCHEDULE

11:00 AM	DJ CHINGO OF ROCKET RADIO
11:30 AM	THE SILVER BULLETS (FOLKLORICO)
12:00 PM	JALAPEÑO EATING CONTEST
12:30 PM	DJ CHINGO OF ROCKET RADIO
1:00 PM	MARIACHI COLIMA
2:00 PM	CORAZON VALIENTE BALLET (FOLKLORICO)
3:00 PM	DJ KANE OF 89.3 FM
3:30 PM	EL DORADO BAND
5:30 PM	TEXAS LATINO
7:00 PM	SELENA LOOK-ALIKE CONTEST
7:30 PM	EL DORADO BAND
9:30 PM	TEXAS LATINO

EVENTO GRATIS

LA CIUDAD DE DUNCANVILLE PRESENTA

FESTIVAL DE LA HERENCIA HISPANA

Duncanville
City of Champions

SÁB., 23 DE SEPT. 2023
11:00 AM - 11:00 PM
PARQUE ARMSTRONG

MUSICA EN VIVO MARIACHI FOLKLORICO
COMIDA CASAS INFLABLES VENDEDORES

HORARIO DEL FESTIVAL

11:00 AM	DJ CHINGO DE ROCKET RADIO
11:30 AM	THE SILVER BULLETS (FOLKLORICO)
12:00 PM	CONCURSO DE COMER JALAPEÑOS
12:30 PM	DJ CHINGO DE ROCKET RADIO
1:00 PM	MARIACHI COLIMA
2:00 PM	CORAZON VALIENTE BALLET (FOLKLORICO)
3:00 PM	DJ KANE DE 89.3 FM
3:30 PM	BANDA EL DORADO
5:30 PM	TEXAS LATINO
7:00 PM	CONCURSO DE PARECIDOS A SELENA
7:30 PM	BANDA EL DORADO
9:30 PM	TEXAS LATINO

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Proclamation in recognition of Constitution Week, September 17-23, 2023

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
The 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 lay 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 out 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, 2023, marks the two hundred and thirty-sixth 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 19th day of September 2023.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Proclamation for National Fire Prevention Week, October 8 - 14, 2023.

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

BACKGROUND/HISTORY:
Proclamation recognizing National Fire Prevention Week October 8 - 14, 2023.

POLICY EXPLANATION:
Recognizing October 8 - 14, 2023 as National Fire Prevention Week.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Read Proclamation.

ATTACHMENTS:
Fire Prevention Week 2023 - Proclamation

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville, Texas is committed to ensuring the safety and security of all those living in and visiting Duncanville; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and home are the locations where people are at greatest risk from fire; and

WHEREAS, this year's focus on cooking safety works to educate the public about simple but important steps they can take to help reduce the risk of fire when cooking at home, keeping themselves and those around them safe; and

WHEREAS, cooking is the leading cause of home fire, with nearly half (49%) of all home fires involving cooking equipment; and

WHEREAS, cooking fires are also the leading cause of home fire injuries, and unattended cooking is the leading cause of home cooking fires related to deaths; and

WHEREAS, residents can take preventative measures to significantly reduce the risk of having a cooking fire; and

WHEREAS, Duncanville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Duncanville residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week theme, "Cooking safety starts with YOU! Pay attention to fire prevention", effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW, THEREFORE, I, Barry Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim October 8-14, 2023 as

FIRE PREVENTION WEEK

throughout this community. I urge all the people of Duncanville to learn "Cooking safety starts with YOU! Pay attention to fire prevention", and to participate in the many public safety activities and efforts of Duncanville's fire and emergency services during Fire Prevention Week 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 19th day of September 2023.

_____

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Proclamation Recognizing October 2023 as Domestic Violence Awareness Month.

Vision Statement:

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

STAFF RESPONSIBLE:
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
Domestic violence impacts women, men, and children of every age, background, and belief. Nearly one in four women and one in seven men in the United States have suffered severe physical violence by an intimate partner. Victims are deprived of their autonomy, liberty, and security, and face tremendous threats to their health and safety. While physical marks may often be the most obvious signs of the harm caused by domestic violence, the true extent of the pain goes much deeper. Victims not only face abuse, but often find themselves left with significant financial insecurity. Children who witness domestic violence often experience lifelong trauma. These heinous acts go against all we know to be humane and decent, and they insult our most fundamental ideals. We all have a responsibility to try to end this grave problem.

This year, the Texas Council on Family Violence is also encouraging everyone to wear purple on October 19, 2023, as a symbol of peace, courage, survival, honor, and personal dedication to domestic violence awareness.

POLICY EXPLANATION:
During National Domestic Violence Awareness Month, we reaffirm our dedication to forging an America where no one suffers the hurt and hardship that domestic violence causes, and we recommit to doing everything in our power to uphold the basic human right to be free from violence and abuse. In order to raise the awareness of the severity of this issue a proclamation recognizing October as Domestic Violence Awareness Month will be presented.

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 - Domestic Violence Awareness Month

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS: domestic violence is a pattern of assaultive and coercive behaviors such as physical, psychological, sexual and economic abuse, including social isolation and stalking, that individuals use to maintain power and control over their intimate partners; and

WHEREAS: the crime of domestic violence violates an individual's dignity, safety and basic human rights; and

WHEREAS: domestic violence crosses all ethnic, racial, economic, age, educational, and religious lines; and

WHEREAS: domestic violence is the single largest cause of injury and homicide for women; and

WHEREAS: children who are exposed to domestic violence experience feelings of terror, isolation, guilt, helplessness and grief, and have a higher risk of substance abuse, engaging in criminal behavior and becoming victims of crime; and.

WHEREAS: it is incumbent on every resident to aid and assist those suffering from domestic abuse and let victims know that support is available; and

WHEREAS: during the month of October, the Duncanville Police Department will be intensifying efforts to promote public understanding of family violence. Increasing sensitivity to victims while emphasizing the need for citizen involvement in the efforts to reduce family violence.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim October 2023 as:

DOMESTIC VIOLENCE AWARENESS MONTH

and ask all citizens in the City of Duncanville to join me in promoting domestic violence awareness, and thanking the Duncanville Police Department for its efforts in serving and supporting those affected by domestic violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 19th day of September, 2023.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution of the City Council of the City of Duncanville, Texas, approving a negotiated settlement between Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.

Vision Statement:

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

STAFF RESPONSIBLE:
Dennis Baldwin, Interim Managing Director of Fiscal Services

BACKGROUND/HISTORY:
The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of $165.9 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $156.1 million, $113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $130.9 million instead of the claimed $156.1 million.

After several settlement meetings, the parties have agreed to settle the case for $142 million. This is a reduction of $23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional $19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate $142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be $24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

Average Bill	Compared to RRM Cities	
RRM Cities:	$42.62	-
DARR:	$42.55	($0.07)
ATM Cities:	$44.39	$1.77
Environs:	$44.27	$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $165.9 million in additional system-wide revenues, the RRM settlement at $142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

POLICY EXPLANATION:

What is the role of Cities in ratemaking? Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the City level and have only gone to the Railroad Commission of Texas ("RCT" or "Commission") with an appeal of City action or when they could not reach a settlement with Cities. If a utility and Cities reach an agreement, the utility may then file a case at the RCT to implement the same rates approved by Cities in areas outside municipal boundaries.

Once a case is at the RCT, the Commission Staff generally expects Cities to intervene and make most of the discovery, cross-examination, briefing, and sponsor opposing witnesses. There is no consumer advocate at the RCT. If Cities do not participate in hearings at the RCT, the request of a regulated utility is likely to be rubber-stamped.

How and why was the Atmos Cities Steering Committee created?

The Atmos pipeline and distribution systems were built, owned, and operated by Lone Star Gas ("LSG"), which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities ("TXU") in the late 1990s. That meant that many Cities had their unique distribution rates and that individual Cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems, and pipeline rates were set by the RCT.

From the early 1980s through the late 1990s, LSG filed no pipeline or system-wide rate cases at the RCT. When LSG was finally brought before the RCT to show cause why its rates should not be reduced, approximately 80 Cities intervened and created an ad hoc group known as the Steering Committee of Cities Served by Lone Star. In Gas Utilities Division ("GUD") docket number 8664, three separate groups of Cities and a number of independent Cities (jointly the "Aligned Cities") participated and coordinated their efforts to oppose the rate increase.

TXU purchased the LSG assets in the late 1990s and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, Cities within each region created an ad hoc committee to form a common strategy and negotiating position. Once TXU had aggregated the Cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territories under one common rate. The different City regional committees then united and formed the Allied Coalition of Cities ("ACC"). While the gas utility assets were owned and controlled by TXU, the coalition transformed itself from an ad hoc group that came together only in response to rate filings by the utility into a permanent standing coalition.

In Gas Utilities Docket ("GUD") No. 9400 in 2004, TXU's request for a $61.6 million system-wide increase was aggressively opposed by ACC. Cities achieved disallowances of $42.9 million of a regulatory asset and $87.8 million of capitalized gas utility plant. The Company received only a $2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation ("Atmos" or "Company"). ACC was then transformed into the Steering Committee of Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, "ACSC."

What is the Atmos Cities Steering Committee?

ACSC is a coalition of 170 Cities that unite in a common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to Cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for Cities; (3) protect Cities' original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policies in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional per capita assessments that support ongoing administrative and legislative advocacy and all expenses where Cities are not entitled to reimbursement. Each member City designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed, and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating the Resolution of contested matters with Atmos executives. The list of current members is attached.

What is the benefit of membership in ACSC?
One hundred seventy Cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one City or multiple small groups of Cities. The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual Cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

What has ACSC accomplished?
Going into the 82nd Legislative Session, in December 2010, ACSC released a 48-page report, "Natural Gas Consumers and the Texas Railroad Commission." More than 200 television, newspaper, and radio news sites posted information on, and a link to, the report that may be found on ACSC's website, TexasGasConsumers.org

ACSC has also been instrumental in ongoing Sunset Commission reviews of the RCT. The agency has undergone three Sunset reviews since 2010. In each case, ACSC has maintained a watchful eye on the process to ensure that provisions that could harm the interest of gas utility ratepayers are excluded from the legislation. ACSC representatives also visited on several occasions with the Sunset Commission Staff, and
several ACSC recommendations for reform were included in Sunset Commission Reports on the agency. Several ACSC member representatives testified before the Sunset Commission Reports on the agency. Several ACSC member representatives testified before the
legislature regarding the Sunset review of the Railroad Commission.

During the 2011 legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived Cities of certain rights, and led to even greater rate increases.

ACSC has also resolved a major issue involving franchise fees. In 2010, Atmos unilaterally, without notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several Cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member City to determine whether it desired an increase in franchise fee payments based on the inclusion of franchise fees in calculating gross receipts. If a City opted for the inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point when Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then-valid franchise agreement. This Resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then-pending, system-wide rate case. Approximately 50 ACSC City representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos' practices, the unfairness of annual Gas Reliability Infrastructure Program ("GRIP") rate filings that precluded City and citizen review, and the Company's lack of coordination with Cities. That meeting led to the creation of the Rate Review Mechanism ("RRM") process and improved ongoing communications between the Company and ACSC.

In 2010, these improved communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated Cities' needs to control their rights-of-way while moderating the rate impact and focusing first on the riskiest service lines based on

leak repair histories. This compromise precluded a more onerous (from a City and consumer perspective) program threatened by the RCT.

What is an RRM case?

The concept of an RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex's 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without reviewing whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RCT adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided an annual review of all portions of Mid-Tex's cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RCT would have authorized) and set caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed Cities to make a comprehensive evaluation of all aspects of the utility's business-investment, operation and maintenance expenses, and revenues—unlike GRIP that only allows consideration of changes to invested capital.

RECOMMENDATION:

Staff recommends approval of a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC's legal counsel.

FUNDING SOURCE:

ORG and Object Number

001-501302/General Fund - Franchise Fee Gas

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

ACTION ALTERNATIVES:

1. Approved the resolution to accept the forthcoming settlement.
2. Do not approve the resolution to accept the forthcoming settlement.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-090 - Atmos Mid-Tex 2023 RRM Settlement - Pdf
Attachment 1 - CY22 MTX RRM - Average Bill
Attachment 2 - CY22 MTX RRM - Pension Benchmark
Attachment 3 - CY22 MTX RRM - Tariffs

RESOLUTION NO. 2023-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Duncanville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 1, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of $19.5 million.

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

SECTION 1. The findings set forth in this Resolution are hereby in all things approved.

SECTION 2. Without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. Despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. The existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $142 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. The ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6. Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2023 RRM filing.

SECTION 7. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 8. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. If any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 10. Consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after September 30, 2023.

SECTION 11. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
1	**Rate R @ 43.6 Ccf**										
2	Customer charge							$ 21.55			
3	Consumption charge	43.6	CCF	X	$	0.36223	=	15.79			
4	Rider GCR Part A	43.6	CCF	X	$	0.63625	=	27.74			
5	Rider GCR Part B	43.6	CCF	X	$	0.41732	=	18.20			
6	Subtotal							$ 83.28			
7	Rider FF & Rider TAX		$ 83.28	X		0.06237	=	5.19			
8	Total							$ 88.47			
9											
10	Customer charge								$ 22.25		
11	Consumption charge	43.6	CCF	X	$	0.48567	=		21.18		
12	Rider GCR Part A	43.6	CCF	X	$	0.63625	=		27.74		
13	Rider GCR Part B	43.6	CCF	X	$	0.41732	=		18.20		
14	Subtotal								$ 89.37		
15	Rider FF & Rider TAX		$ 89.37	X		0.06237	=		5.57		
16	Total								$ 94.94	$ 6.47	7.31%
17											

Agenda Item #4.C.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
18	**Rate C @ 356.6 Ccf**										
19	Customer charge							$ 63.50			
20	Consumption charge	356.6	CCF	X	$	0.14137	=	50.41			
21	Rider GCR Part A	356.6	CCF	X	$	0.63625	=	226.86			
22	Rider GCR Part B	356.6	CCF	X	$	0.30202	=	107.69			
23	Subtotal							$ 448.46			
24	Rider FF & Rider TAX		$ 448.46	X		0.06237	=	27.97			
25	Total							$ 476.43			
26											
27	Customer charge								$ 72.00		
28	Consumption charge	356.6	CCF	X	$	0.18280	=		65.18		
29	Rider GCR Part A	356.6	CCF	X	$	0.63625	=		226.86		
30	Rider GCR Part B	356.6	CCF	X	$	0.30202	=		107.69		
31	Subtotal								$ 471.73		
32	Rider FF & Rider TAX		$ 471.73	X		0.06237	=		29.42		
33	Total								$ 501.15	$ 24.72	5.19%
34											

Agenda Item #4.C.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
35	**Rate I @ 1720 MMBTU**										
36	Customer charge							$ 1,204.50			
37	Consumption charge	1,500	MMBTU	X	$	0.4939	=	740.85			
38	Consumption charge	220	MMBTU	X	$	0.3617	=	79.64			
39	Consumption charge	0	MMBTU	X	$	0.0776	=	-			
40	Rider GCR Part A	1,720	MMBTU	X	$	6.2134	=	10,688.12			
41	Rider GCR Part B	1,720	MMBTU	X	$	0.6267	=	1,078.08			
42	Subtotal							$ 13,791.19			
43	Rider FF & Rider TAX		$13,791.19	X		0.06237	=	860.17			
44	Total							$ 14,651.36			
45											
46	Customer charge								$ 1,382.00		
47	Consumption charge	1,500	MMBTU	X	$	0.7484	=		1,122.62		
48	Consumption charge	220	MMBTU	X	$	0.5963	=		131.30		
49	Consumption charge	0	MMBTU	X	$	0.2693	=		-		
50	Rider GCR Part A	1,720	MMBTU	X	$	6.2134	=		10,688.12		
51	Rider GCR Part B	1,720	MMBTU	X	$	0.6267	=		1,078.08		
52	Subtotal								$ 14,402.12		
53	Rider FF & Rider TAX		$14,402.12	X		0.06237	=		898.28		
54	Total								$ 15,300.40	$ 649.04	4.43%
55											

Agenda Item #4.C.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
56	**Rate T @ 4720 MMBTU**										
57	Customer charge							$ 1,204.50			
58	Consumption charge	1,500	MMBTU	X	$	0.4939	=	740.85			
59	Consumption charge	3,220	MMBTU	X	$	0.3617	=	1,164.50			
60	Consumption charge	0	MMBTU	X	$	0.0776	=	-			
61	Rider GCR Part B	4,720	MMBTU	X	$	0.6267	=	2,957.85			
62	Subtotal							$ 6,067.70			
63	Rider FF & Rider TAX		$ 6,067.70	X		0.06237	=	378.45			
64	Total							$ 6,446.15			
65											
66	Customer charge								$ 1,382.00		
67	Consumption charge	1,500	MMBTU	X	$	0.5684	=		852.60		
68	Consumption charge	3,220	MMBTU	X	$	0.4163	=		1,340.29		
69	Consumption charge	0	MMBTU	X	$	0.0893	=		-		
70	Rider GCR Part B	4,720	MMBTU	X	$	0.6267	=		2,957.85		
71	Subtotal								$ 6,532.74		
72	Rider FF & Rider TAX		$ 6,532.74	X		0.06237	=		407.45		
73	Total								$ 6,940.19	$ 494.04	7.66%

Agenda Item #4.C.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 1,434,339	$ (518,336)	$ 2,336,419	$ (2,678,818)	$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 644,336	$ (232,848)	$ 1,839,667	$ (2,109,267)	$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 644,336	$ (232,848)	$ 1,839,667	$ (2,109,267)	$ 267,917	$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	$ 506,464		$ 729,006			$ 1,235,469
11	Total Post-Employment Benefit Plan		$ (183,024)		$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 506,464	$ (183,024)	$ 729,006	$ (835,840)	$ 29,471	$ 246,076

Agenda Item #4.A.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 22.25 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 22.30 per month
Commodity Charge – All Ccf	$0.48567 per Ccf [2]

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.
[2]The commodity charge includes the base rate amount of $0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of $0.01843 per Ccf until recovered.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 72.00 per month
Rider CEE Surcharge	($ 0.02) per month[1]
Total Customer Charge	$ 71.98 per month
Commodity Charge – All Ccf	$ 0.18280 per Ccf [2]

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at *mdtx.plantprotection*@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.
[2]The commodity charge includes the base rate amount of $0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of $0.01843 per Ccf until recovered.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.7484 per MMBtu[1]
Next 3,500 MMBtu	$ 0.5963 per MMBtu[1]
All MMBtu over 5,000 MMBtu	$ 0.2693 per MMBtu[1]

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

[1] The tiered commodity charges include the base rate amounts of $0.5684, $0.4163, and $0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of $0.1800 per MMBtu until recovered.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at *mdtx.plantprotection*@atmosenergy.com.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.5684 per MMBtu
Next 3,500 MMBtu	$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

Attachment 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2023**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $85,000 to Hoopfest Basketball Organization.

Vision Statement:

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

Pillar:

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

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

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

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

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

in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

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

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

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

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

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

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

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

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

Criteria Examples:

• Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the

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

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

The applicant's funding history is listed below.

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

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

FUNDING SOURCE:

ORG and Object Number
10011000 and 700450

Available Budget	**Purchase Amount**	**After Encumber**
$412,945.00	$85,000.00	$327,945.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $85,000.00 for an offer of a Hotel Occupancy Tax Grant for the FY23-24 Budget for Hoopfest Basketball Organization.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-094 - HOT Grant FY24 Funding-Hoopfest Basketball Organization - Pdf

RESOLUTION NO. 2023-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 23-24 BUDGET IN AN AMOUNT NOT TO EXCEED $85,000 TO THE HOOPFEST BASKETBALL ORGANIZATION FOR THE 15TH ANNUAL THANKSGIVING HOOPFEST TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY AND APPROVING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; CONDITIONAL UPON APPROVAL IN THE FY 23-24 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

4. tourist attractions in or near the city.

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

EXHIBIT "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 07/18/2023

Organization Information

Name of Organization: Hoopfest Basketball

Address: 5565 Deer Creek Dr. Unit A

City, State, Zip: Dallas, Tx. 75228

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

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

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

Entity's Creation Date: 2017

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

Event Information

Name of Event or Project: 15th Annual Thanksgiving Hoopfest

Date of Event or Project: November 24-25, 2023

Primary Location of Event or Project: Sandra Meadows Arena

Amount Requested: $ 85,000.00

How will the funds be used? The majority of the funds will go towards hotel rooms for out of state teams, ground transportation, airfare, food and marketing.

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

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

Percentage of Hotel Tax Support of Related Costs

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

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

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

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

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

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

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

_____

_____

_____

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

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

_____

_____

_____

EXHIBIT "A"

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

EXHIBIT "A"

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

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

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

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

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

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

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

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

What percentage of the ridership will be local citizens? _____

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

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

What tourist attractions will be the subject of the signs?

EXHIBIT "A"

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

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 15
2. Expected Attendance: 7500 +
3. How many people attending the Event or Project will use Duncanville hotels? 2500 +

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

   _____

   _____

   _____

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

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

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

EXHIBIT "A"

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

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

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

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

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

Newspaper:	$_____
Radio:	$ 3000.00
TV:	$_____
Other Paid Advertising:	$ 1200.00

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

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

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

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

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

EXHIBIT "A"

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

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

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

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

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

Expected Attendance Monthly/Annually: _____

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

Please Submit To: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $222,000 to Esposure, Inc.

Vision Statement:

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

Pillar:

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

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

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

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

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

in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

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

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

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

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

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

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

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

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

Criteria Examples:

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

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

The applicant's funding history is listed below.
FY22-23: $36,000 HOT Funds Approved

FUNDING SOURCE:

ORG and Object Number
10011000 and 700450

Available Budget	**Purchase Amount**	**After Encumber**
$412,945.00	$222,000.00	$190,945.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $222,000.00 for an offer of a Hotel Occupancy Tax Grant for the FY23-24 Budget for Esposure, Inc.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-093 - HOT Grant FY24 Funding-Esposure, Inc - Pdf

RESOLUTION NO. 2023-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 23-24 BUDGET IN AN AMOUNT NOT TO EXCEED $222,000 TO ESPOSURE, INC TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY AND APPROVING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; CONDITIONAL UPON APPROVAL IN THE FY 23-24 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Esposure, Inc promotes Duncanville by hosting a nationally-recognized amateur E-sports tournament; and

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

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

SECTION 1. The City of Duncanville, Texas, hereby approves a Hotel Occupancy Tax Grant in an amount not to exceed two hundred and twenty-two thousand dollars ($222,000.00) and no cents to the Esposure, Inc.; and authorizes the City Manager to execute the grant agreement after approval as to form by the City Attorney.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

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

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

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

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

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

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

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

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

4. tourist attractions in or near the city.

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

EXHIBIT "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 08/09/2023

Organization Information

Name of Organization: Esposure Inc.

Address: 411 E HWY 67

City, State, Zip: Duncanville, Texas 75137

Contact Name: Danny Martin Contact Phone Number: 4694717199

Web Site Address for Event or Sponsoring Entity: www.esposure.gg

Non-Profit or For-Profit Status: For-Profit Tax ID #: 85-2238601

Entity's Creation Date: 06/20/22

Purpose of your organization: Esposure is dedicated to helping individuals find their career pathways through esports and gaming.

Event Information

Name of Event or Project: Esposure 2022 - 2023 Esports Events

Date of Event or Project: 09/01/2023 - 05/31/2024

Primary Location of Event or Project: Esposure Inc.

Amount Requested: $ $222,000

How will the funds be used? Digital Marketing Material within the Event In-Venue Production and LIVE Broadcast/Stream for hotels, and local attractions in the City of Duncanville.

Purchase of rental equipment (Gaming Monitors and Peripherals)

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

To provide a competitive platform for the best high school and middle school competitive gamers in Texas to showcase their skills in front of collegiate scouts. This event is also for scholastic students to intern and/or spectate during the event to learn about the career opportunities within the gaming and esports industry.

Percentage of Hotel Tax Support of Related Costs

17% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

3% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 0 %

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

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

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

_____

_____

_____

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

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

_____

_____

_____

EXHIBIT "A"

☑ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $100,000

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

☑ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $122,000

How many individuals are expected to participate in the sporting related event? 3,720

EXHIBIT "A"

How many of the participants at the sporting related event are expected to be from another city or county? 3,348

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

830 Rooms Booked at $120/night for 2 or 3 nights. Total Revenue to hotels = $298,800

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

Digital Marketing / Advertising and Facility and Equipment Rental

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $ 0

What sites or attractions will tourists be taken to by this transportation? Esposure Inc.

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

What percentage of the ridership will be local citizens? 10%

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

Star Transit Use.

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

What tourist attractions will be the subject of the signs?

EXHIBIT "A"

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

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 2
2. Expected Attendance: 3,720
3. How many people attending the Event or Project will use Duncanville hotels? 3,348

   Number of rooms rented for your event: 830
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? As of now, we're still in the hospitality planning phase for the 13 events.

   _____

   _____

   _____

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

Month/Year Held	**Assistance Amount**	**Number of Hotel Rooms Used**
04/2023	$36,000	100

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

EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Surveys and Room Block Usage

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

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
   No. Yes. $760,000

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

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

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

   Other Promotions: _____

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

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

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

EXHIBIT "A"

LIVE Broadcast and Production via Twitch.tv.

13. What geographic areas does your advertising and promotion reach? Global Audience

14. How many individuals will your proposed marketing reach that are in another city or county? 1,250,000

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

    Expected Attendance Monthly/Annually: _____

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

Please Submit To: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $32,000 to Duncanville Community Theatre.

Vision Statement:

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

Pillar:

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

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

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

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

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

in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

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

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

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

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

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

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

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

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

Criteria Examples:

• Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the

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

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

The applicant's funding history is listed below.
FY19-20: $30,000 HOT Funds Approved
FY20-21: $26,000 HOT Funds Approved
FY21-22: $32,000 HOT Funds Approved
FY22-23: $32,000 HOT Funds Approved

FUNDING SOURCE:

ORG and Object Number
10011000 and 700450

Available Budget	**Purchase Amount**	**After Encumber**
$412,945.00	$32,000.00	$380,945.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $32,000.00 for an offer of a Hotel Occupancy Tax Grant for the FY23-24 Budget for Duncanville Community Theatre.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-095 - HOT Grant FY24 Funding-Duncanville Community Theatre - Pdf (1)

RESOLUTION NO. 2023-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 23-24 BUDGET IN THE AMOUNT OF $32,000 TO THE DUNCANVILLE COMMUNITY THEATRE TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; CONDITIONAL UPON APPROVAL IN THE FY 23-24 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed thirty-two thousand dollars and no cents ($32,000) to the Duncanville Community Theatre for the purpose as follows: $32,000- Promotion of the Arts (Production & Family Costs).

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

SECTION 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 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: July 26, 2023

Organization Information

Name of Organization: Duncanville Community Theatre

Address: 106 S. Main Street

City, State, Zip: Duncanville, TX 75116

Contact Name: Amy Jackson Contact Phone Number: DCT: 972-780-5707 Cell: 214-683-3756

Web Site Address for Event or Sponsoring Entity: www.dctheatre.org

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 75-2257980

Entity's Creation Date: June 1988; Offical Corporation 8.24.1988

Purpose of your organization: DCT is committed to providing quality live theatrical performances with extensive audience appeal featuring both professional and amateur performers and technicians directed by experienced and seasoned theatre professionals

Event Information

Name of Event or Project: 2023-24 Season (Partial) through beginning of 2024-25 Season

Date of Event or Project: On-going Performances & Operations 10.1.23-9.30.24

Primary Location of Event or Project: 106 S. Main Street, Duncanville

Amount Requested: $ 32,000.00

How will the funds be used? Marketing brochures, magazine ads, Chamber Visitor Center ads, facebook posts and boosts, email marketing, freeway signage & other promotion as needed. 2. Production Expenses including scenery, props, lighting, scripts, costumes, sound, royalties, director & accompanist honorariums, 3. Facility costs including utilities, routine maintenance, building repairs as needed and custodial expenses.

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

Offer live theatrical performances which will attract a variety of visitors to Duncanville, many of whom will travel to DCT from areas outside of Duncanville city limits. These visitors will typically also purchase meals, gasoline, and some hotel rooms while visiting DCT. At the same time, we will also provide quality entertainment to local patrons.

Percentage of Hotel Tax Support of Related Costs

49% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

48% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

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

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

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

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

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

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

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

EXHIBIT "A"

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

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

_____

_____

_____

☒ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: $ $32,000

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

1. Promotion & Advertising including full-color brochures for mail-outs, hotel lobby displays, & Duncanville Visitors Center; freeway signage, magazine ads, facebook boosts, etc.
2. Production expenses, including scenery, props, lighting, scripts, costumes, sound, royalties, printing, video projection, director and musician honorariums, etc.
3. Facility costs, including utilities, routine maintenance, building repairs as needed, insurance, and custodial expenses.

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

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

_____

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

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

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

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

What percentage of the ridership will be local citizens? _____

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

_____

_____

_____

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

What tourist attractions will be the subject of the signs?

_____

_____

_____

EXHIBIT "A"

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

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 34
2. Expected Attendance: 2300 from 10.1.23-9.30-24
3. How many people attending the Event or Project will use Duncanville hotels? est. 20 (10 rooms)
4. Number of rooms rented for your event: N/A
5. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? Hotel rooms used for DCT events are booked directly by individual patrons and performers and not via a block; however we do offer a 50% ticket discount to Duncanville hotel guests
6. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
2020/21	30,000.00	14*
2021/22	32,000.00	5**
2022/23	32,000.00	7***

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

*Please Note: During the snowstorm in February of 2021, one of our patrons stayed at the Duncanville LaQuinta for 14 days upon our request – was originally booked in a Grand Prairie hotel. LaQuinta manager gave a courtesy lower rate so that the hotel use stayed local. This would not have happened without DCT intervention

**An actor stayed at the Hilton Garden Inn 2 nights during the February 2022 production to avoid driving home to North Dallas during the snow/ice storm. DCT does not have a copy of his personal receipt. DCT paired tickets with a hotel stay for three separate Chamber Auction items

***While certainly not an official visitor's center, DCT is often approached by Patrons concerning hotel recommendations. Approximately 7 hotel rooms were booked at the Hilton Garden Inn by Esther Stoker's family during the last season. All of these stays were courted away from DeSoto hotels.

EXHIBIT "A"

7. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? informal box office and private conversations with patrons; direct information/receipts from cast & crew members; follow-up discussions with hotels; auction item sales information from Chamber.

8. Please list other organization, government entities, and grants that have offered financial support to your project: Duncanville Rotary Club: $500; Duncanville Women's Club: $400 along with 35+ attendees to each production; Chamber of Commerce offers complementary LED sign advertising in exchange for use of theatre resources

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

Tickets are sold to all performances; Thursday-Saturday tickets $15. Sunday matinee tickets are $14. Musical tickets are +$1. All ticket pricing is subject to change per DCT Board direction. All proceeds are deposited into DCT general operating funds for operations use as needed

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

Newspaper/Magazine:	$ 2,500.00
Radio:	$
TV:	$
Other Paid Advertising:	$ 4,709.00

Constant Contact Email:	$459.00
Website Maintenance:	700.00
Chamber Advertising:	300.00
Facebook Blasts:	50.00
Billboard:	1,200.00
Postage:	1,000.00
Printing:	1,000.00

Number of Press Releases/Media Alerts sent to the Media: 8
Number of Direct Mailings to out-of-town recipients: 7 mailings; approx. 80 per mailing
Other Promotions: Provide complementary ticket gift certificates to numerous civic organizations throughout the DFW Metroplex, many outside of the "Best Southwest" area

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

12. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes, when applicable

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

EXHIBIT "A"

1. Encourage additional TripAdvisor and Facebook posts

2. Partner with hotels to create Theatre/Hotel specials and advertise this on the website, facebook & emails

3. Make additional on-line posts encouraging out-of-town patrons to book Duncanville hotel stays

14. What geographic areas does your advertising and promotion reach? Primarily central Texas; however, also all across the nation and internationally via Facebook and website traffic

15. How many individuals will your proposed marketing reach that are in another city or county? estimate 400+

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

    Expected Attendance Monthly/Annually: 2300 Estimated Annually

    Percentage of those in attendance that are staying at area hotels/lodging facilities: est. 2-4%

Please Submit To: Clay Mansell
Economic Development Administrator

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

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

For questions, please call 972.780.5090.
or email eco@duncanvilletx.gov

EXHIBIT "A"

Duncanville Community Theatre

Advertising & Marketing Plan

1. Advertising & Marketing Plan Details
2. 2023-2024 Season Bill - Complete
3. 2023-2024 Season Bill – Rack Cards
4. Website Screen Shots; 7.27.2023
5. 2023-2024 Budget

EXHIBIT "A"

Duncanville Community Theatre

HOT FUNDS 10.1.23-9.30.24
ADVERTISING & MARKETING PLAN

I. PRINT & SIGNAGE

A. USPS mailing list of approximately 210+ with 80 outside Duncanville
   1. One main mailing in Summer 2023 with planned season events and performances along with patron membership information
   2. Minimum of one postcard mailing per production

B. Now Magazines
   1. Season promotional ad in Summer 2023
   2. Small ad for each production (6 total) in Southwest NOW
   3. Small ad for some productions as appropriate in Midlothian & N. Ellis Co. NOW
   4. Congratulatory school ads showing DCT logo

C. Focus Daily News
   1. Story with photo for each production
   2. Share story on DCT Facebook page with link to article

C. 12' x 24' Billboard on I-35E south-bound service road

D. Duncanville Chamber of Commerce LED Sign

E. Press releases with performance information sent to various entities

II. INTERNET/ON-LINE MARKETING

A. *Constant Contact* email program with 920+ subscribers
   1. One main email in Summer 2023 with Season Reveal information
   2. Minimum of two emails per production & special events
   3. Various other emails throughout season as appropriate

B. DCT website: www.dctheatre.org
   1. Homepage featuring current show & ticketing information
   2. Menu Item for production currently showing; provide QR code in lobby with link for patrons to access during show, along with paper programs
   2. "Directions" link with map
   3. "Plan a Visit to DCT" page with links to all Duncanville hotels and listing of Duncanville restaurants
   4. Provide links to City of Duncanville, Duncanville ISD, and Duncanville Chamber of Commerce

C. Facebook
   1. Maintain active Facebook page with numerous posts per show

2. "Like" various Duncanville activities, generating interest in local activities
3. Minimum of six paid "Blasts" per year to promote DCT and Duncanville

D. Submit Information/Listings to Various News and Tourism Sites

E. Membership in Theatre Network of Texas
   1. Listing on TNT Marquee on www.texastheatres.org website
   2. TNT Marquee emails for each production (opening & closing weekends)

F. Other Website Listings
   1. Membership listing in American Association of Community Theatres
   2. Production Listings on play publisher websites
      a. Dramatic Publishing Company (www.dramaticpublishing.com)
      b. Broadway Licensing (www.broadway licensing.com)
      c. Concord Theatricals (www.concordtheatricals.com)

G. Google listing maintained with reviews

H. Trip Advisor listing and reviews

III. HOTEL/MOTEL SPECIFIC MARKETING

A. 50% discount to guests in Duncanville hotels

B. Advertise in Duncanville Visitor's Guide – "Community Profile and Map"

C. Provide tickets to be paired with dinner and a hotel stay
   1. Chamber of Commerce Auction
   2. Lion's Club Fundraisers
   3. Duncanville Education Foundation Auction
   4. Duncanville Women's Club Auction

D. Provide links to all Duncanville hotels/motels on DCT website

E. Distribute Duncanville hotel/motel information to DCT cast and crew

F. 12' x 24' Billboard on I-35E south-bound service road
   1. "Book a Stay and See a Play"
   2. Directions to DCT from I-35E in DeSoto

IV. MISCELLANEOUS MARKETING ACTIVITIES

A. Chamber of Commerce involvement:
   1. Exhibit at *Flavor of Duncanville*
   2. Sponsor Chamber Luncheons and other activities
   3. Present special programs for Rotary, Lion's Club, etc.

B. Loan props, costumes, & equipment to Churches & Civic Groups

EXHIBIT "A"

2023 Duncanville Community Theatre 2024

972.780.5707 **dctheatre.org**

Always...Patsy Cline

August 3-6 & 10-12

Created and Originally Directed by Ted Swindley – based on a true story
LICENSED BY THE FAMILY AND ESTATE OF PATSY CLINE. All rights reserved.
Directed by Jerry Ayers

Featuring many of her unforgettable hits, this humorous and emotional journey was inspired by years of friendship and correspondence between Patsy and an avid fan she met at a Texas honky-tonk – a cherished friendship that continued until Patsy's untimely death.

Two Witches, No Waiting

September 21-24 & 28-30

by Pat Cook
Directed by Joe Skrivanek

Everyone knows the eccentric Marcus sisters, Arlene and Elzbeth, are witches. So, when their housekeeper disappears the local sheriff is slow to investigate and no one is equipped to deal with the spells, potions, spying owls, and a mysterious new housekeeper!

Radium Girls

November 9-12 & 16-18

by D.W. Gregory
Directed by Kevin Paris

Inspired by true events, this powerful story follows a woman's fight for justice against the U.S. Radium Corporation after she and other luminous watch dial painters become mysteriously ill. Serious, fast-moving and often humorous dialogue pits health against wealth.

2 Across

February 1-4 & 8-10

by Jerry Mayer
Directed by Heather Winkelman

What happens when two married and totally opposite strangers meet on a train at 4:30 a.m. with the New York Times Crossword? The answer: Humor, a little romance, and some lively competition...all leading to an unpredictable ending!

The Mousetrap

March 14-17 & 21-23

by Agatha Christie
Directed by Brianna Roberts

A cast of unique and interesting characters – the guests and staff at Monkswell Manor – are apparently snowed in with a manic killer! Murder, mystery, and even a surprise twist ending combine in this famous classic for a wickedly thrilling evening of theater!

Ken Ludwig's Leading Ladies

May 9-12 & 16-18

by Ken Ludwig
Directed by Elisa Guse

Hilarity and romance abound in this delightful show when two unemployed Shakespearean actors resolve to pass themselves off as the long lost nephews and heirs to a wealthy woman. However, the plot takes a hilarious turn when the heirs' true identities are revealed!

Thurs-Sat: 8 p.m.; Tickets: $15 ♦ Sun: 3 p.m.; Tickets: $14 ♦ +1 for *Always...Patsy Cline*

Reservations Recommended; DCT is located at 106 S. Main, Duncanville, TX

EXHIBIT "A"

2023-2024 RACK CARD

Front

Duncanville Community Theatre

Always...Patsy Cline
August 3-6 & 10-12
Created and Originally Directed by Ted Swindley
based on a true story
LICENSED BY THE FAMILY AND ESTATE OF PATSY CLINE
All rights reserved
Directed by Jerry Ayers

Two Witches, No Waiting
September 21-24 & 28-30
by Pat Cook
Directed by Joe Skrivanek

Radium Girls
November 9-12 & 16-18
by D.W. Gregory
Directed by Kevin Paris

2 Across
February 1-4 & 8-10
by Jerry Mayer
Directed by Heather Winkelman

The Mousetrap
March 14-17 & 21-23
by Agatha Christie
Directed by Brianna Roberts

Ken Ludwig's Leading Ladies
May 9-12 & 16-18
by Ken Ludwig
Directed by Elisa Guse

(all information is tentative & subject to change)

Thu-Sat: 8 p.m.; $15 ♦ Sun: 3 p.m.; $14
+$1 *Always...Patsy Cline*

Reservations Recommended

106 S. Main, Duncanville, TX 75116

972-780-5707 ♦ www.dctheatre.org

Back

GREAT THEATRE FOR THE "BEST SOUTHWEST" SINCE 1988!

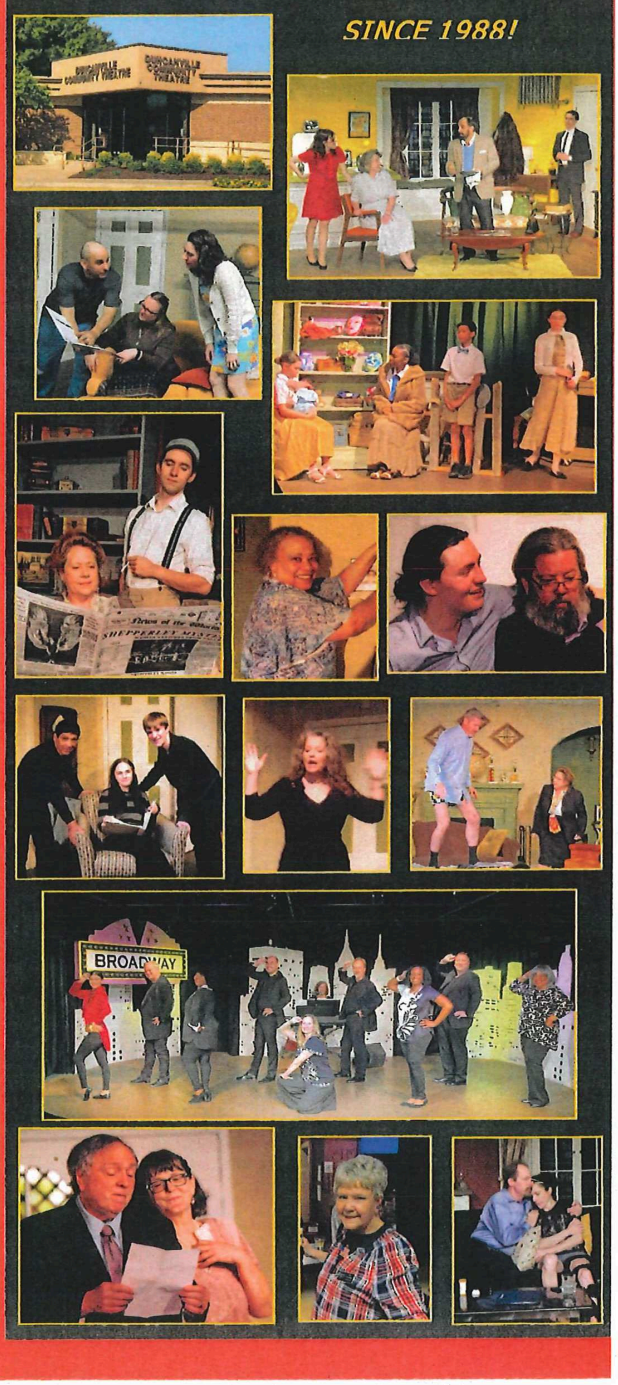


EXHIBIT "A"

Current DCT Website Screen Shots

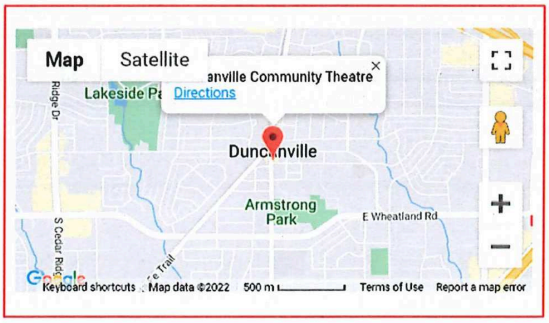
www.dctheatre.org

"Home" Screen Shot

"Current Season" Screen Shot

Home Page Links Screen Shot

Map/Directions Screen Shot



"Plan Your Visit" Screen Shot

EXHIBIT "A"

Duncanville Community Theatre
Budget: 06/01/2023 to 05/31/2024

Account Number	Account Name	YTD Budget
Income		
Donations		
4200	Donations & Membership	$33,000.00
4300	Fundraising	$2,500.00
4320	Memorial Donations	$500.00
Total Donations		$36,000.00
Other Income		
4100	Concessions	$300.00
4350	HOT Funds Disbursement*	$32,000.00
4360	Workshop Revenue	$2,000.00
4400	Ticket Sales	$27,000.00
8200	Interest Income	$1,000.00
Total Other Income		$62,300.00
Total Income		$98,300.00
Expense		
Administrative		
6541	Administrative Honorariums	$1,200.00
7400	Salaries	$20,160.00
12202	FICA - DCT	$1,545.00
Total Administrative		$22,905.00
Advertising		
6100	Advertising & Promotion	$7,500.00
7200	Postage	$1,000.00
7202	Printing	$1,000.00
Total Advertising		$9,500.00
Production		
6000	Accompanist Honorarium	$2,000.00
6540	Director Honorarium	$7,500.00
6550	Dues & Subscriptions	$600.00
7000	Licenses & Fees	$300.00
7203	Production Supplies	$2,500.00
7350	Royalties	$6,000.00
7405	Scripts	$2,500.00
Total Production		$21,400.00
Facilities		
6650	Tech Equipment	$1,200.00
6800	Insurance	$5,000.00
6900	Theatre Cleaning & Custodial	$5,000.00

EXHIBIT "A"

Account Number	Account Name	Actual	YTD Budget
7250	Rent		$1.00
7300	Maintenance & Improvements - Main		$500.00
7310	Maintenance & Improvements - Annex		$2,000.00
7450	General Supplies		$6,000.00
7455	Security		$1,200.00
7600	Telephone & Internet		$1,500.00
7750	Utilities - Main		$10,000.00
7755	Utilities - Annex		$3,000.00
Total Facilities			$35,401.00
Miscellaneous			
6350	Contributions		$1,200.00
6730	Fundraising		$1,500.00
6950	Legal & Accounting		$1,400.00
Total Miscellaneous			$4,100.00
Total Expense			$93,306.00
Total			$4,994.00

* Please note that the HOT Funds amount differs from the $32,000 allocated by the City as DCT's fiscal year (6.1-5.31) differs from the city's fiscal year 10.1-9.30). This is DCT's 2023-2024 Season Budget. HOT Funds Quarterly and Year-end Reports will reflect a $32,000 total in HOT Funds disbursement and expenditures.

EXHIBIT "A"

Duncanville Community Theatre

Past Marketing Materials

1. 2022-2023 Season Bill - Complete
2. 2022-2023 Season Bill – Rack Cards
3. Representative 2022-2023 NOW Magazine Ads
4. Representative 2022-2023 Facebook Posts
5. Representative 2022-2023 Email Blasts
6. I-35E Frontage Road Billboard
7. 2022 Duncanville Chamber Raffle Ticket
8. Representative 2022-2023 Donated Gift Certificates

EXHIBIT "A"

2022 35th Anniversary Season 2023

Duncanville Community Theatre

www.dctheatre.org

972.780.5707

100 YEARS OF BROADWAY

August 11-14 & 18-20

Medley arranged by MAC HUFF
Directed by Elisa Guse

Celebrate the history and magic of a century of Broadway in this marvelous and entertaining medley of musical theater classics. Delightful and enthralling all-time show-stopper favorites promise to leave audiences humming long after curtain call ends!

NIGHT MUST FALL

September 29-October 2 & 6-8

by Emlyn Williams
Directed by Kevin Paris

Equal parts sinister and captivating, this classic thriller delivers a chilling evening of suspense as detectives search for a brutal killer. So many unanswered questions...who is the murderer, who is the next victim, and what is in that hat box?

Dancing Lessons

November 10-13 & 17-19

by Mark St. Germain
Directed by Heather Winkelman

A young man with Asperger's syndrome seeking just enough dancing expertise to survive an awards dinner hires an injured Broadway dancer for the task. Funny, heartwarming and touching lessons are shared and learned as the relationship unfolds in this beautiful story. This play contains adult content and is intended for mature audiences only.

Barefoot in the Park

February 2-5 & 9-11

by Neil Simon
Directed by Amy Jackson

Newlyweds Corie and Paul epitomize the saying "opposites attract" in this well-known comedy favorite. Apartment woes, a surprise visit from Corie's mom and a questionable upstairs neighbor spell nightmare for Paul and exciting adventure for his new bride.

SPREADING IT AROUND

March 23-26 & 30-April 1

by Londos D'Arrigo
Directed by Brianna Roberts

A wealthy widow living in an up-scale retirement community grows weary of handing out money to her unappreciative children and starts a fund to give to those truly in need. Hilarity ensues as her greedy son devises an ill-fated plan to have her committed.

'Til Beth Do Us Part

May 11-14 & 18-20

by Jessie Jones, Nicholas Hope, Jamie Wooten
Directed by Joe Skrivanek

Career-driven Suzanne hires an equally driven assistant, Beth, to ease her work-load and help her household run more efficiently. However, efficiency becomes hysterical chaos as Beth connives to ruin Suzanne's career and marriage to get what she really wants.

(All information is tentative and subject to change)

Thurs-Sat: 8 p.m. Tickets: $15 ☆ Sun: 3 p.m. Tickets: $14

Reservations Recommended; DCT is located at 106 S. Main, Duncanville, TX

Great theatre for the "Best Southwest" since 1988!

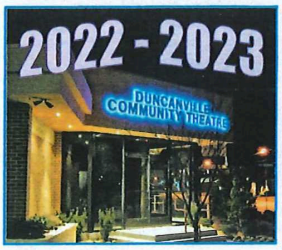
EXHIBIT "A"

2022-2023 RACK CARD

Front

35th Anniversary Season

Duncanville Community Theatre



100 YEARS OF BROADWAY

August 11-14 & 18-20

Medley Arranged by MAC HUFF

Directed by Elisa Guse

NIGHT MUST FALL

September 29-October 2 & 6-8

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November 10-13 & 17-19

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February 2-5 & 9-11

by Neil Simon

Directed by Amy Jackson

SPREADING IT AROUND

March 23-26 & 30-April 1

by Londos D'Arrigo

Directed by Brianna Roberts

'Til Beth Do Us Part

May 11-14 & 18-20

by Jessie Jones, Nicholas Hope, Jamie Wooten

Directed by Joe Skrivanek

(all information is tentative & subject to change)

☆ ☆

Thurs-Sat: 8 p.m.; $15 Sun: 3 p.m.; $14

Reservations Recommended

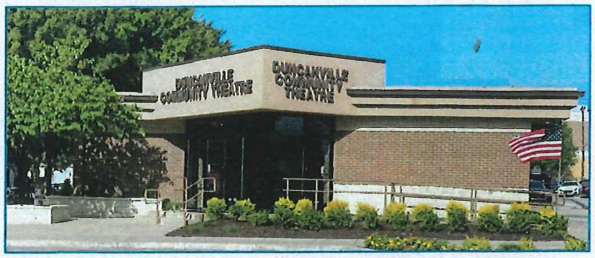
DCT is located at 106 S. Main, Duncanville, TX 75116

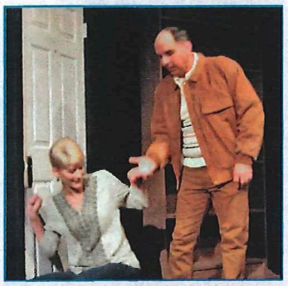
972-780-5707 www.dctheatre.org

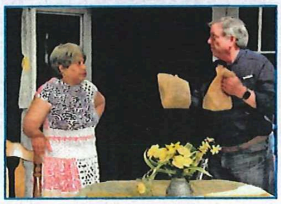
☆ ☆

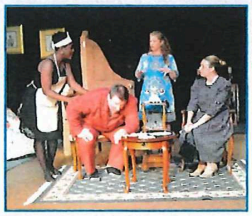
Great theatre for the "Best Southwest" since 1988!

Back









PLAY A ROLE AT DCT!

ON STAGE ☆ OFF STAGE

☆ AUDIENCE ☆

THERE IS A PLACE FOR YOU!

EXHIBIT "A"

Representative 2022-2023 Southwest NOW Advertising

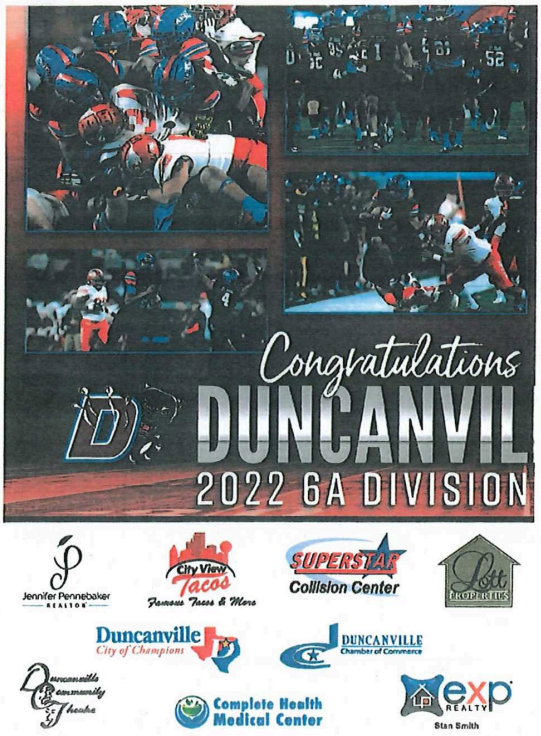
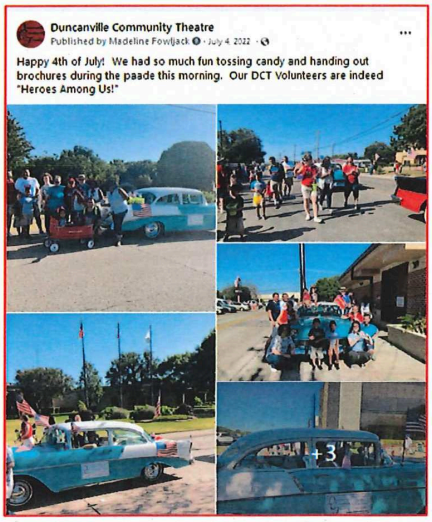


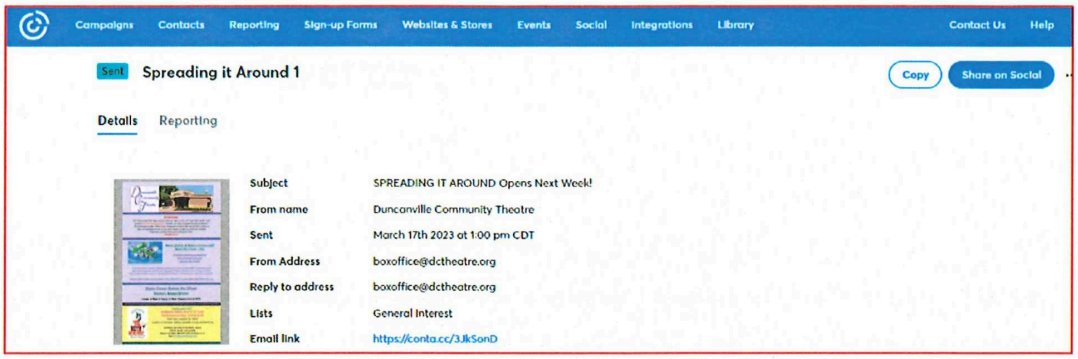
EXHIBIT "A"

Representative 2022-2023 Facebook Posts



Representative Constant Contact 2022-2023 Email Blasts

EXHIBIT A



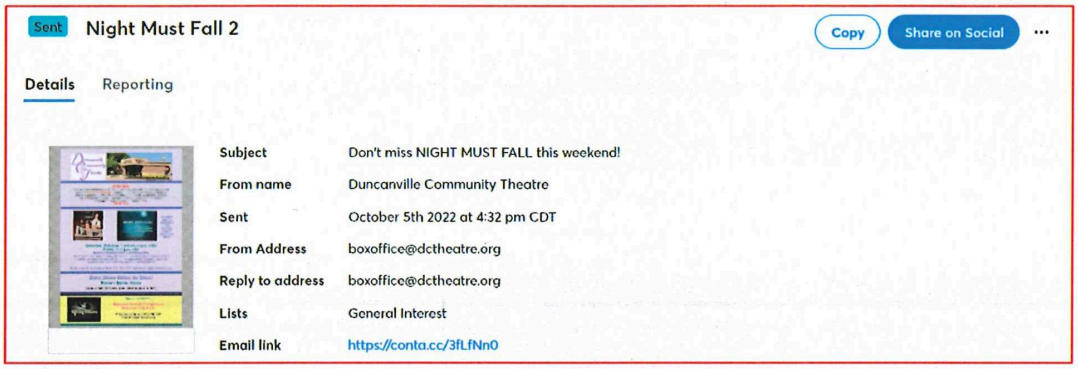


EXHIBIT "A"

12' x 24' Billboard on I-35E Frontage Road; DeSoto, TX

EXHIBIT "A"

DUNCANVILLE Chamber of Commerce presents

ROCKIN' & ROLLIN' IN DUNCANVILLE

$10 Each • 3 for $25 • 15 for $100

The More You Buy – the More Chances to Win!

Win One or More Prizes!

Do Not Need to be "Present" to Win!

Drawing to be held live on Facebook by October 31, 2022

Name: _____

Phone #: _____

ROCKIN' & ROLLIN' RAFFLE

1. Costco Cash Card: $250
2. Dry Clean Super Center Cleaning for a Year: $300
3. Return to Romance Weekend Package at Hilton Garden Inn: $450
4. DCT Theatre Tickets, Roma's & Best Western Plus Package: $360
5. Little Caesars for a Year: $240
6. Gold-N-Things Seiko Wall Clock: $575
7. City View Tacos for a Year: $360
8. Take Out Burgers for a Year: $360
9. Royal Fried Chicken – Chicken/Catfish for a Year: $300
10. Canales' Furniture – Queen Size Bedroom Suite: $1,589
11. HBPI Photography – Six Person Portrait Session with 16x20 Print: $436
12. Thibodeaux Cajun Food for a Year: $300
13. Sabor A La Mexicana for a Year: $300

TOTAL RAFFLE VALUE: $5,820!!

EXHIBIT "A"

Representative 2022-2023 Gift Certificates

Duncanville Community Theatre

*Please contact the DCT Box Office at 972-780-5707 or boxoffice@dctheatre.org for Reservations
DCT seating is limited and reservations are recommended. This certificate does not guarantee seating without a reservation.
Thank You!

Gift Certificate

This certificate entitles the bearer to two (2) Tickets to*

SPREADING IT AROUND

March 23-26 & 30-April 1, 2023

Signed _____ Date _____

DCT located at 106 S. Main St., Duncanville, 75116 ♦ www.dctheatre.org

Event: Rockin' & Rollin' in Duncanville; 10.15.22

Duncanville Community Theatre

*Please contact the DCT Box Office at 972-780-5707 or boxoffice@dctheatre.org for Reservations
DCT seating is limited and reservations are recommended. This certificate does not guarantee seating without a reservation.
Thank You!

Gift Certificate

This certificate entitles the bearer to two (2) Tickets
to any regular season performance
(Expires 12/15/2023)

Signed _____ Date _____

DCT located at 106 S. Main St., Duncanville, 75116 ♦ www.dctheatre.org

Event: Chamber Business & Breakfast; 10.19.22

Duncanville Community Theatre

*Please contact the DCT Box Office at 972-780-5707 or boxoffice@dctheatre.org for Reservations
DCT seating is limited and reservations are recommended. This certificate does not guarantee seating without a reservation.
Thank You!

Gift Certificate

This certificate entitles the bearer to one (1) Ticket to*

Barefoot in the Park

February 2-5 & 9-11, 2023

Signed _____ Date _____

DCT located at 106 S. Main St., Duncanville, 75116 ♦ www.dctheatre.org

Event: Lion's Club; 7/22/2022

EXHIBIT "A"

Duncanville Community Theatre

This certificate entitles the bearer

to two (2) tickets for use at

*six (6) separate performances**

(expires 9/30/2023)

Signed

8/23/2022
Date

Please contact the Box Office at 972-780-5707 or boxoffice@dctheatre.org for Reservations
For more information please visit DCT's website: dctheatre.org
*DCT seating is limited and reservations are recommended for all performances.
This certificate does not guarantee seating without a reservation. Please bring this certificate to the DCT Box Office to receive tickets & obtain staff signature.
Thank You!

Performance #1 _____ **Performance #4** _____

Performance #2 _____ **Performance #5** _____

Performance #3 _____ **Performance #6** _____

Event: Taste of Oak Cliff; 9/16/2022

EXHIBIT "A"

Duncanville Community Theatre

Presented to: _____

From: _____

This certificate entitles the bearer to

Four (4) Tickets

to any regular season performance

(Expires 12/15/2023)

Make reservations at 972-780-5707 or boxoffice@dctheatre.org*
For more information please visit DCT's website:
www.dctheatre.org

*DCT seating is limited and reservations are required for all performances.
This certificate does not guarantee seating without a reservation.

Thank You!

Signed 9/30/2022 **Date**

DCT is located at 106 S. Main St., Duncanville, 75116

DCT located at 106 S. Main St., Duncanville, 75116 ♦ www.dctheatre.org
Event: Duncanville Women's Club Fundraiser; Fall 2022

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $63,000 to Duncanville Lions Club.

Vision Statement:

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

Pillar:

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

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

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

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

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

in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

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

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

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

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

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

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

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

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

Criteria Examples:

• Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the

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

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

The applicant's funding history is listed below.
FY19-20: $42,000 HOT Funds Approved
FY20-21: $6,750 HOT Funds Approved
FY21-22: $48,000 HOT Funds Approved
FY22-23: $53,000 HOT Funds Approved

FUNDING SOURCE:

ORG and Object Number
10011000 and 700450

Available Budget	**Purchase Amount**	**After Encumber**
$412,945.00	$63,000.00	$349,945.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $63,000.00 for an offer of a Hotel Occupancy Tax Grant for the FY23-24 Budget for the Duncanville Lions Club.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-096 - HOT Grant FY24 Funding-Duncanville Lions Club - Pdf (1)

RESOLUTION NO. 2023-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 23-24 BUDGET IN THE AMOUNT OF $63,000 TO THE DUNCANVILLE LIONS CLUB TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; CONDITIONAL UPON APPROVAL IN THE FY 23-24 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Duncanville Lions Club promotes Duncanville by hosting the Sandra Meadows Classic which is a nationally recognized basketball tournament; and

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

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed sixty-three thousand dollars and no cents ($63,000) to the Duncanville Lions Club.

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

SECTION 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 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 12/28-30/23

Organization Information

Name of Organization: Duncanville Lions Club

Address: PO Box 383025

City, State, Zip: Duncanville, TX 75138

Contact Name: Steve Martin Contact Phone Number: 972-977-0060

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

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 23-7227463

Entity's Creation Date: 1950

Purpose of your organization: To serve and promote our community.

We host and volunteer for the Annual Sandra Meadows Classic Basketball Tournament.

We bring 32 teams from six states plus over 100 College Coaches and families to our City

to fill our hotels and restaurants during the Christmas Holidays. (Which is normally a slow time)

Event Information

Name of Event or Project: 73rd Annual Sandra Meadows Classic

Date of Event or Project: December 28-30,2023

Primary Location of Event or Project: Sandra Meadows Arena

Amount Requested: $63,000

How will the funds be used? The majority goes right back into our hotels as we provide compensation

to the teams that travel. This year we have 19 teams that will be staying in our local hotels. We use the four

major hotels in our City and we max out their double rooms for this event. (last year we paid $55,447.65 To Hotels)

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

We bring 32 of the top teams from six states to what has become one of the Premier Basketball Tournaments for High School Girls. Last year we had 5 State Champions that competed in the Classic and went on to win their State titles. We fill our Hotels and restaurants during a normally slow week.

Percentage of Hotel Tax Support of Related Costs

35-40 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

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

10-15 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

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

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

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

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

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

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

EXHIBIT "A"

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $ 63,000

How many individuals are expected to participate in the sporting related event? 6000+

How many of the participants at the sporting related event are expected to be from another city or county? 3,000

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

During a normally slow week between Christmas and new Year for our hotels and restaurants, we them to capacity with teams, fans, Families and College Coaches.

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

The majority of the funds will be paid directly to our hotels. Other Costs will be for our website, Social Media, graphic design and Hospitality Room for our 100+ College Coaches.

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

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

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

What percentage of the ridership will be local citizens? _____

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

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

What tourist attractions will be the subject of the signs?

EXHIBIT "A"

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 72
2. Expected Attendance: 6,000+
3. How many people attending the Event or Project will use Duncanville hotels? 2,000 +

   Number of rooms rented for your event: 500 +
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? We have rooms blocked at the Hilton Garden Inn, Best Western Plus, LaQuinta Inn and Holiday Inn Express. The Hampton Inn did not want to block any rooms.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
2018	$ 40,000	380 +
2019	$ 42,000	400 +
2020	Covid $6,750	--
2021	$ 48,000	420 +
2022	$ 53,000	490 +

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

EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Direct Payments to the four hotels from the Lions Club. (Hilton Garden Inn, Best Western Plus, LaQuinta Inn & Holiday Inn Express)

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

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

Yes. Net profits are between $6,000 - $8,000 annually. We are not like most basketball tournaments as we are not about profits but more about maintaining the History for the Sandra Meadows Classic. It's also about promoting and bringing people to Duncanville and showcasing our DISD facilities and the "City of Champions."

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

Newspaper:	$
Radio:	$ 1,500
TV:	$
Other Paid Advertising:	$ 1,500

Number of Press Releases/Media Alerts sent to the Media: Several
Number of Direct Mailings to out-of-town recipients: 35 +

Other Promotions: Social Media and Website. Last year we had several hits on our Social Media from other countries.

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

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes. We do so every year

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

EXHIBIT "A"

Continue as we normally do and boosting these on our Social Media Platforms as well.

13. What geographic areas does your advertising and promotion reach? _____

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

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

    Expected Attendance Monthly/Annually: _____

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

Please Submit to: Clay Mansell
Economic Development Administrator

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

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

For questions, please call 972.780.5090.
Or email, eco@duncanvilletx.gov

Invoice for Sandra Meadows Classic

For Stays 12/27-31/2022 at Best Western Plus Duncanville

ame Steve Martin, Sandra Meadows
nail
al

Rm Count	Rm #	Conf	First Name and Last Names of those in Room	Arr Date	Dep Date	Room Type	Rate	Nights	Subtotal	Tax	Total
1	103	DD000180908	Amarillo2,Palo Duro	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
2	104	DD000181011	Amarillo3,Palo Duro	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
3	112	DD000181280	Amarillo3,Palo Duro	12/27/22	12/30/22	K	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
4	217	DD000181291	Amarillo3,Palo Duro	12/27/22	12/30/22	K	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
5	113	DD000181022	Amarillo4,Palo Duro	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
6	212	DD000181033	Amrarillo5, Palo Duro	12/27/22	12/30/22	K	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
7	115	DD000180896	Amarillo1, Palo Duro	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
8	300	DD000180795	Barlett1,HS	12/27/22	12/31/22	QQ	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
9	310	DD000180885	Barlett10,HS	12/27/22	12/31/22	K	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
10	301	DD000180807	Barlett2,HS	12/27/22	12/31/22	QQ	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
11	302	DD000180818	Barlett3,Hs	12/27/22	12/31/22	QQ	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
12	303	SS000180829	Barlett4,Hs	12/27/22	12/31/22	QQ	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
13	304	DD000180830	Barlett5,Hs	12/27/22	12/31/22	QQ	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
14	305	DD000180841	Barlett6,Hs	12/27/22	12/31/22	QQ	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
15	306	DD000180852	Barlett7,Hs	12/27/22	12/31/22	QQ	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
16	311	DD000180863	Barlett,hs	12/27/22	12/31/22	K	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
17	312	DD000180874	Barlet.hs	12/27/22	12/31/22	K	$ 109.00	4	$ 436.00	$ 30.52	$ 466.52
18	321	DD000181303	Conway,Ar	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
19	322	DD000191303	Conway,Ar	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
20	323	DD000181325	Conway,Ar	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
21	326	DD000181336	Conway,Ar	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
22	319	DD000181347	Conway,Ar	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
23	227	DD000181358	Conway,Ar	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
24	210	DD000181369	Conway,Ar	12/27/22	12/30/22	K	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89

EXHIBIT "A"

EXHIBIT "A"

25	226	DD0000181460	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
26	200	DD0000181471	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
27	201	DD0000181482	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
28	202	DD0000181493	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
29	203	DD0000181516	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
30	204	DD0000181527	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
31	205	DD0000181538	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
32	214	DD0000181549	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
33	215	DD0000181550	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
34	219	DD0000181561	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
35	218	DD0000181459	Hs,Fayetteware	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
36	221	DD0000181370	Word,Incarnate	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
37	222	DD0000181381	Word,Incarnate	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
38	224	DD0000181392	Word,Incarnate	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
39	324	DD0000181404	Word,Incarnate	12/27/22	12/30/22	QQ	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
40	208	DD0000181426	Word,Incarnate	12/27/22	12/30/22	KS	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
41	209	DD0000181437	Word,Incarnate	12/27/22	12/30/22	KS	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
42	206	DD0000181448	Word,Incarnate	12/27/22	12/30/22	KS	$ 109.00	3	$ 327.00	$ 22.89	$ 349.89
										Grand Total	$ 15,861.68

EXHIBIT "A"

Hilton Garden Inn™

Attn: Steve Martin
President/CEO
Duncanville Chamber of Commerce
300 E Wheatland Rd.
Duncanville, TX 75116

Pay To:
Hilton Garden Inn Duncanville 800 N Main Duncanville, TX 75116

Due Date
12/27/2022

Date	Invoice No.	Terms
12/8/22	221605826	Check due 14 days prior to arrival for processing

Group	Description	Nights Sold	$ Per Night	Amount
Harvard Westlake	7 Double Queen Rooms – 12/27/2022 – 12/31/2022 4 Kings 12/27/2022 – 12/31/2022	44	102.00	$4,488.00
McEachern	9 Double Queen Rooms – 12/27/2022 – 12/31/2022 Southwest Air Lines	36 Cancelled	102.00	$3,672.00
Steve Martin	1 Whirlpool Suite – 12/27/2022 – 12/31/2022	4	102.00	$408.00
McEachern, GA	1 Double Queen Room – 12/28/2022 – 12/31/2022 Southwest	3 Cancelled	102.00	$306.00
Briarcrest Christian, TN	6 Double Queen Rooms – 12/27/2022 – 12/30/2022 2 King Rooms – 12/27/2022 – 12/30/2022	24	102.00	$2,448.00
Fayetteville	10 Double Queen Rooms – 12/27/2022 – 12/30/2022	30	102.00	$3,060.00
Parkway	7 Double Queen Rooms – 12/27/2022 – 12/30/2022	21	102.00	$2,142.00
Hardin Jefferson	9 Double Queen Rooms – 12/27/2022 – 12/30/2022	27	102.00	$2,754.00
Walker	6 Double Queen Rooms – 12/27/2022 – 12/30/2022	18	102.00	$1,836.00

City Tax	7%
Total	$22,563.42

- $3,978.00

Balance $18,585.42

EXHIBIT "A"

La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-06-23
14:10

Statement No.

Date: 01-06-23

A/R Account Number: 12

Amount Paid: $ _____

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-22	390	7167	Shreve, Captain	223.74		223.74
12-30-22	391	7168	Shreve, Captain	223.74		223.74
12-30-22	392	7169	Shreve, Captain	223.74		223.74
12-30-22	393	7170	Shreve, Captain	223.74		223.74
12-30-22	394	7171	Shreve, Captain	223.74		223.74
12-30-22	395	7172	Shreve, Captain	223.74		223.74
12-30-22	396	7173	Shreve, Captain	223.74		223.74
12-30-22	397	7174	Shreve, Captain	223.74		223.74
12-30-22	398	7175	Shreve, Captain	223.74		223.74
12-30-22	399	7176	Shreve, Captain	223.74		223.74
12-30-22	400	7177	Vista, Ridge	335.61		335.61
12-30-22	401	7178	Vista, Ridge	335.61		335.61
12-30-22	402	7185	Clear, Brook	335.61		335.61
12-30-22	403	7186	Clear, Brook	335.61		335.61
12-30-22	404	7187	Clear, Brook	335.61		335.61

EXHIBIT "A"

La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-06-23
14:10

Statement No.

Date: 01-06-23

A/R Account Number: 12

Amount Paid: $ _____

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-22	405	7188	Shreve, Captain	223.74		223.74
12-30-22	406	7189	Clear, Brook	335.61		335.61
12-30-22	407	7190	Clear, Brook	335.61		335.61
12-30-22	408	7191	Clear, Brook	335.61		335.61
12-30-22	409	7192	Clear, Brook	335.61		335.61
12-30-22	410	7197	Little Rock, Central	335.61		335.61
12-30-22	411	7198	Vista, Ridge	335.61		335.61
12-30-22	412	7199	Little Rock, Central	335.61		335.61
12-30-22	413	7200	Little Rock, Central	335.61		335.61
12-30-22	414	7201	Little Rock, Central	335.61		335.61
12-30-22	415	7202	Vista, Ridge	335.61		335.61
12-30-22	416	7203	Little Rock, Central	335.61		335.61
12-30-22	417	7204	Little Rock, Central	335.61		335.61
12-30-22	418	7205	Little Rock, Central	335.61		335.61

EXHIBIT "A"

La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-06-23
14:10

Statement No.

Date: 01-06-23

A/R Account Number: 12

Amount Paid: $ _____

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Date	Invoice Number	Bill Number	Description	Invoice Amount	Paid Amount	Open Balance
12-30-22	419	7206	Little Rock, Central	335.61		335.61
12-30-22	420	7208	Vista, Ridge	335.61		335.61
12-30-22	421	7209	Vista, Ridge	335.61		335.61
12-30-22	422	7210	Vista, Ridge	335.61		335.61
12-30-22	423	7211	Vista, Ridge	335.61		335.61
12-30-22	424	7212	Vista, Ridge	335.61		335.61
12-31-22	425	7222	Marion, Ar	447.48		447.48
12-31-22	426	7223	Marion, Ar	447.48		447.48
12-31-22	427	7224	Marion, Ar	447.48		447.48
12-31-22	428	7225	Marion, Ar	447.48		447.48
12-31-22	429	7226	Marion, Ar	447.48		447.48
12-31-22	430	7227	Marion, Ar	447.48		447.48
12-31-22	431	7228	Marion, Ar	447.48		447.48
12-31-22	432	7229	Marion, Ar	447.48		447.48

Balance Due 14095.62

EXHIBIT "A"

La Quinta Inn & Suites by Wyndham Dallas Duncanville
835 E Hwy 67
Duncanville, TX 75137
Tel: (972) 298-4600 Fax: (972) 298-4700

01-06-23
14:10

Statement No.

Date: 01-06-23

A/R Account Number: 12

Amount Paid: $ _____

Sandra Meadows Classic
Steve Martin
300 E Wheatland Rd
Duncanville TX 75111
United States

Aging Summary:

Up to 30	31 - 60	61 - 90	91 and Over
14,095.62	0.00	0.00	0.00

TX
Duncanville 75116 US
4698686481
DALDV_Hampton_Suites@Hilton.com

EXHIBIT "A"

Tax ID :

House Account Folio

House Account Details		Additional Details		Company Details	
Name	Levega	Start Date	Dec 30, 2022	Name	
Account Number	6	End Date		Tax ID	
Address		Type	PERMANENT	PO Number	
City, State, Zip Code		Status	OPEN	Account Name	
Country		Bill Number			
		Tax Exemption	No		

Date	Type	Description	Amount
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-28	$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	$115.00
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Dec 30, 2022	Tax	ROOM - CITY OCC TAX	$8.05
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Dec 30, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	$115.00
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Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Charge	GUEST ROOM	$115.00

EXHIBIT "A"

Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	$115.00
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Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	$115.00
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Charge	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	$115.00
Dec 30, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 30, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Jan 07, 2023	Charge Adjustment	GUEST ROOM Transferred from Rm 415, LaVega LaVega , 1, 2022-12-29	$1,698.00
Jan 07, 2023	Tax Adjustment	ROOM - CITY OCC TAX	$118.86
Jan 07, 2023	Tax Adjustment	ROOM - STATE OCC TAX	$101.88

Summary

Type	Amount
GUEST ROOM	$3,308.00
ROOM - CITY OCC TAX	$231.56
ROOM - STATE OCC TAX	$198.48
Folio Balance	**$3,738.04**

TX
Duncanville 75116 US
4698686481
DALDV_Hampton_Suites@Hilton.com

EXHIBIT "A"

Tax ID :

House Account Folio

House Account Details		Additional Details		Company Details	
Name	Peraland	Start Date	Dec 27, 2022	Name	
Account Number	3	End Date		Tax ID	
Address		Type	PERMANENT	PO Number	
City, State, Zip Code		Status	OPEN	Account Name	
Country		Bill Number			
		Tax Exemption	No		

Date	Type	Description	Amount
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 225, Paige Bonner , 1	$115.00
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 216, Jere Adams , 1	$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 223, Rylee Grays , 1	$129.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$7.74
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$9.03
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 316, Andre Stokes, 1	$115.00
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 224, Emily Anderson, 1	$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 215, Jere Adams , 1	$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 217, rulee Grays , 1	$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 27, 2022	Charge	GUEST ROOM Routed from Rm 227, Nyah Hardy , 1	$115.00
Dec 27, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 27, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 227, Nyah Hardy , 1	$115.00
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 224, Emily Anderson, 1	$115.00
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Charge	GUEST ROOM	$115.00

EXHIBIT "A"

Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 217, rulee Grays , 1	$115.00
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 215, Jere Adams , 1	$115.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 223, Rylee Grays , 1	$129.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$9.03
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	$7.74
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 225, Paige Bonner , 1	$115.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 28, 2022	Charge	GUEST ROOM Routed from Rm 216, Jere Adams , 1	$115.00
Dec 28, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 28, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 225, Paige Bonner , 1	$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 223, Rylee Grays , 1	$130.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$9.10
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$7.80
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 217, rulee Grays , 1	$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 227, Nyah Hardy , 1	$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 215, Jere Adams , 1	$115.00
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 216, Jere Adams , 1	$115.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 224, Emily Anderson, 1	$115.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$6.90
Dec 29, 2022	Charge	GUEST ROOM Routed from Rm 316, Andre Stokes, 1	$115.00
Dec 29, 2022	Tax	ROOM - CITY OCC TAX	$8.05
Dec 29, 2022	Tax	ROOM - STATE OCC TAX	$6.90

Summary	
Type	**Amount**

EXHIBIT "A"

ROOM - CITY OCC TAX	$196.21
ROOM - STATE OCC TAX	$168.18
Folio Balance	**$3,167.39**

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed $20,000 to the Hilton Garden Inn Dallas/Duncanville, owned and operated by OCI Hospitality.

Vision Statement:

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

Pillar:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Criteria Examples:

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

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

The requested funds will be used towards the reduction in "block room" rates for the College Football Officials Development Camp FY24 events and for the purposes of qualified expenditures of hotel occupancy tax funds.

FUNDING SOURCE:

ORG and Object Number
10011000 and 700450

Available Budget	**Purchase Amount**	**After Encumber**
$412,945.00	$20,000.00	$392,945.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $9,800.00 for an offer of a Hotel Occupancy Tax Grant for the FY23-24 Budget for the Hilton Garden Inn Dallas/Duncanville.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-105 - HOT Grant FY24 Funding-Hilton Garden Inn Dallas_Duncanville - Pdf

RESOLUTION NO. 2023-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 23-24 BUDGET IN AN AMOUNT NOT TO EXCEED $20,000 TO THE HILTON GARDEN INN DALLAS/DUNCANVILLE, OWNED AND OPERATED BY OCI HOSPITALITY, AND APPROVING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; CONDITIONAL UPON APPROVAL IN THE FY 23-24 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Hilton Garden Inn provides hotel and lodging accommodations for travelers and tourists and for the hosting of events, conferences, and conventions via it's ballroom and conference rooms; and

WHEREAS, the ability for hotel and lodging operators to provide reduced "block room" rates to attract events, conferences, and conventions is a key aspect of the promotion and health of the hotel and convention industry; and

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

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

SECTION 1. The City of Duncanville, Texas, hereby approves a Hotel Occupancy Tax Grant in an amount not to exceed twenty thousand dollars ($20,000) and no cents to OCI Hospitality, doing business as Hilton Garden Inn Dallas/Duncanville; and authorizes the City Manager to execute the grant agreement after approval as to form by the City Attorney.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

4. tourist attractions in or near the city.

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

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

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

Please Submit to: Clay Mansell
Economic Development Administrator

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

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

For questions, please call 972.780.5090.
Or email, eco@duncanvilletx.gov

EXHIBIT "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 0915/2023

Organization Information

Name of Organization: Hilton Garden Inn Dallas/Duncanville

Address: 800 North Main St

City, State, Zip: Duncanville, Tx 75116

Contact Name: Fred Guerrero Contact Phone Number: 972-283-9777

Web Site Address for Event or Sponsoring Entity: https://www.hilton.com/en/hotels/daldugi-hilton-garden-inn-dallas-duncanville/?SEO_id=BING-AMER-GI-DALDUGI&y_source=1_MjA4N

Non-Profit or For-Profit Status: n/a Tax ID #: 3-20714-1886-0

Entity's Creation Date: _____

Purpose of your organization: hotel and convention center

Event Information

Name of Event or Project: CFODC

Date of Event or Project: May 2024

Primary Location of Event or Project: Hilton Garden Inn Dallas/Duncanville

Amount Requested: $20000.00

How will the funds be used? to buy down guestroom rate from $125.00 to $108.00 as requested by client and added concessions of VIP amenities, comp rooms, banquet food discounts, audio visual discount and upgraded meals

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

providing hotel guestrooms for all group attendees over 2 event dates in May 2024 and providing meeting space for members to meet, have meal, lounge and make presentations

Percentage of Hotel Tax Support of Related Costs

12.8 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

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

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

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

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

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

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

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

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

EXHIBIT "A"

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

EXHIBIT "A"

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

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

_____

_____

_____

_____

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

_____

_____

_____

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

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

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

What percentage of the ridership will be local citizens? _____

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

_____

_____

_____

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

What tourist attractions will be the subject of the signs?

_____

_____

_____

EXHIBIT "A"

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 3
2. Expected Attendance: 200
3. How many people attending the Event or Project will use Duncanville hotels? 200

   Number of rooms rented for your event: 130
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? Yes, 130 rooms at Hilton Garden Inn Duncanville
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
5/2021	0	130
5/2022	0	130
5/2023	0	130

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

EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? We are the hotel

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

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

   n/a

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

   Newspaper: $0
   Radio: $0
   TV: $0
   Other Paid Advertising: $0

   Number of Press Releases/Media Alerts sent to the Media: 0
   Number of Direct Mailings to out-of-town recipients: 0

   Other Promotions:

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

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

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

EXHIBIT "A"

N/A

13. What geographic areas does your advertising and promotion reach? N/a

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

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

Expected Attendance Monthly/Annually: n/a

Percentage of those in attendance that are staying at area hotels/lodging facilities: 100 %

Please Submit to: Clay Mansell
Economic Development Administrator

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

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

For questions, please call 972.780.5090.
Or email, eco@duncanvilletx.gov

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing approval of an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to LRC Flooring, in an amount not to exceed $4,824.87 for a building located at 651 Oriole Blvd. Duncanville, Texas, 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Clay Mansell, MPA; Economic Development Administrator

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.

LRC Flooring has recently completed extensive renovations at their location at 651 Oriole Blvd. To assist in the ongoing beautification efforts, the DCEDC board unanimously approved a signage grant in an amount not to exceed $4,824.87.

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:

The application by LRC Flooring was approved by the DCEDC on August 28, 2023, for an incentive grant totaling $4,824.87. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$4,824.87	$2,257,175.13

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-097 - DCEDC Grant - LRC Flooring -- 651 Oriole Boulevard - Pdf

RESOLUTION NO. 2023-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO LRC FLOORING, IN AN AMOUNT THAT SHALL NOT EXCEED $4,824.87 FOR A BUILDING LOCATED AT 651 ORIOLE BOULEVARD, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, LRC Flooring, occupies the building located at 651 Oriole Boulevard, Duncanville, Texas, 75116; and

WHEREAS, LRC Flooring intends to install a new business sign on the exterior of the building; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed four-thousand and eight-hundred and twenty-four dollars and eighty-seven cents ($4,824.87); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to LRC Flooring for reimbursement of sign installation in an amount not to exceed four-thousand and eight-hundred and twenty-four dollars and eighty-seven cents ($4,824.87), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Incentives & Grants Assistance Application

EXHIBIT "B"

Property Owner BH Properties
Mailing Address 1410 East Renner Road, Suite 260
City Richardson State & Zip Texas, 75082
Phone (972) 233-8265 Fax _____ Email _____

Project Representative Reyes Ramirez
Mailing Address 4229 Easter Ave.
City Dallas State & Zip Texas 75216
Phone (214) 289-9396

Business Name LRC Flooring
Property Address 651 Oriole Blvd. Duncanville, Texas 75082
Will You Lease or Own the Property? Lease Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business Retail/Office Years in Business 9
Business Plan and Portfolio Available? No (If yes, please attach)

Project Description

Exterior Signage for the building storefront

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

9,000 Square Feet October 2023

Fiscal Impact / Financial Background

Current Real Property Value $ _____
Estimated Property Investment (if applicable) $ 105,000.00
Current Sales / Gross Receipts / Revenue Generated $ 0
Additional Revenue to be Generated from Business Expansion (if applicable) $ _____
Sales Growth Expectations: Year One $600,000.00 Year Two $720,000.00 Year Three $1,000,000.00
Projected Total Annual Operating Budget of this Facility $ 350,000.00
Business Liabilities $ N/A
What infrastructure construction would be required? N/A

Interior Investments $ 80,000.00 Exterior Investments $ 0

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 ~6 Total Annual Payroll $ 300,000.00
Type of Jobs Created Estimators, Sales rep, Project Managers, Accountant.

Percentage of Employees who will be Duncanville Residents TBD
Number of Full-time Employees 6 Number of Part-time Employees TBD

EXHIBIT "B"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "B"

☐ 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 $ 4,824.78

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 $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "B"

☐ **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 $ 4,824.78

******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 Reyes Ramirez **Date** 08/24/2023

Signature Reyes Ramirez Digitally signed by Reyes Ramirez Date: 2023.08.24 14:02:22 -05'00'

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

EXHIBIT "B"

EZ SIGNWORKS
UL Licensed & Insured Sign Company
1184 Explorer St Unit G
Duncanville, TX 75137
Office (469) 888-2068
Signs@EZSignworks.com

PROPOSAL

Proposal No	**1702**
Date	8/15/23
Prepared By	

WWW.EZSIGNWORKS.COM

Prepared For
LRC FLOORING David Ramirez 651 Oriole Duncanville, TX 75137

Job Location
LRC FLOORING 651 Oriole Duncanville, TX 75137

Description
LED ILLUMINATED CHANNEL LETTER SIGN without LOGO RETURN: 5" BLACK ALUMINUM TRIM CAP: 1" BLACK FACE: WHITE ACRYLIC LIGHTING: WHITE LEDS INSTALLATION is included in price SIGN PERMIT is included in price and will be obtained by our company. NOTE: PROOF OF LANDLORD APPROVAL IS REQUIRED BEFORE PERMIT SUBMISSION.

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of: **$4,824.78**

Payment Terms: 50% down payment upon approval/acceptance of proposal and remaining balance due on day of delivery/installation.

Subtotal	$4,539.00
Sales Tax (8.25%)	$285.78
TOTAL	**$4,824.78**

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from 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. Owner to carry fire, tornado, and other necessary insurance.

Acceptance of Proposal Date of Acceptance _____

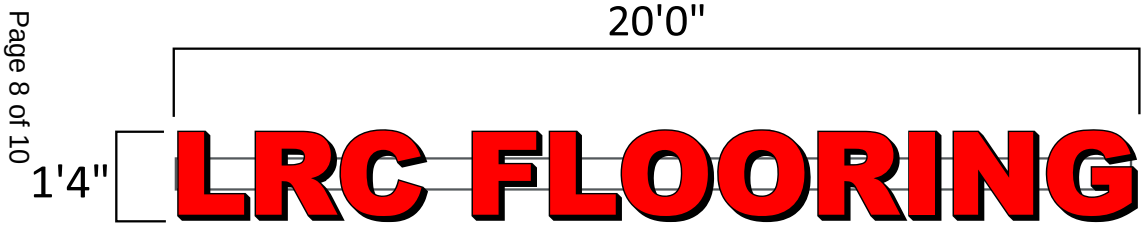
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in payment terms above.

Signature _____ Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

FACES EAST ELEVATION

EXHIBIT "B"



Proposed Signage: 36.67 sq ft

Created for the Approval of:

LRC FLOORING
651 ORIOLE BLVD
DUNCANVILLE, TX 75137

Proof Date: 08-08-23

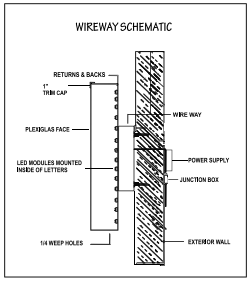
Scope of Work

MANUFACTURE & INSTALL:
LED ILLUMINATED
CHANNEL LETTER SIGN

Faces: 3/16" Red Acrylic
Trim Cap: 1" Black Jewelite
Returns: 5" Black Aluminum
Lighting: White LEDs
Wireway: Paint to match Building

INSTALLATION

-Letters mounted on wireway.
-Wireway installed direct to building.



EZ SIGNWORKS

This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of
EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068
www.EZSignworks.com - Signs@EZSignworks.com

____ Approved As Is ____ Approved w/Changes ____ Re-Draw w/Changes

Signature Date

E S T I M A T E

EXHIBIT "B"

NIGHT VIEW

FRONT LIT INDIVIDUAL CHANNEL LETTER
WITH BLACK PER VINYL, DIRECT MOUNTED ON WALL
PERMIT, FABRICATION, INSTALLATION

mosquito
SIGNS
Jhonatan 469-412-9771
Christian 214-985-7428
sales@mosquitosigns.com

NOTES:
- IF ELECTRICIAL LINE/J-BOX IS WITHIN 6' OF ELECTRICAL, CONNECTION TO BE HANDLED BY INSTALLER. IF NOT ELECTRICAL HANDLED BY OWNER/GC
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER
- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

Proposed Cost: 6,588

Proposed Cost: +Tax

renderings are for graphic purposes only and not intended for actual construction dimensions. For wind load requirements actual dimensions and mounting detail, please refer to engineering specification and installation drawings.

These drawings and designs are the exclusive property of Mosquito Signs. Use of or duplication in any manner without express written permission of Mosquito Signs is prohibited.

EXHIBIT "B"

signs manufacturing Corporation
(214) 3392227 (817) 8611234
(972) 8502300 fax: (214) 3399987

LRC Flooring
651 Oriole Blvd Duncanville TX

Representative:
Tim Durkin

25" tall flat acrylic
letters non-illuminated.
$5671 installed

23" tall lighted
front and back halo
$9497 installed

Untitled12.fs

THIS IS A PRELIMINARY DRAWING. SOME DETAILS MAY BE MODIFIED IN PRODUCTION. MAY NOT BE TO AN EXACT SCALE.

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Customer Approval

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to DW Cedar Ridge, LLC, in an amount not to exceed $267,153.00 for buildings located at 102-110 N Cedar Ridge., Duncanville, Texas, 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Clay Mansell, MPA; Economic Development Administrator

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.

DCEDC Staff met with representatives from DuWest Realty at ICSC Las Vegas this year to bring development to Duncanville, specifically targeting the revitalization of the City's retail and shopping centers.

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:
The application by DW Cedar Ridge, LLC was approved by the DCEDC on August 28, 2023, for incentive grants totaling $267,153.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$267,153.00	$1,994,847

ACTION ALTERNATIVES:
1. Approve the DCEDC incentive grant.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-098 - DCEDC Grant - DW Cedar Ridge, LLC -- 102-110 North Cedar Ridge Drive - Pdf

RESOLUTION NO. 2023-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO DW CEDAR RIDGE, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED $267,153.00 FOR BUILDINGS LOCATED AT 102,104,108, AND 110 (102-110) NORTH CEDAR RIDGE DRIVE, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, DW Cedar Ridge, LLC, occupies the buildings located at 102-110 N. Cedar Ridge Drive, Duncanville, Texas, 75116; and

WHEREAS, DW Cedar Ridge, LLC intends to make improvements to the façade, architecture, signage, parking lot pavement, landscaping, and roof repair and replacement to the buildings; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed two-hundred and sixty-seven thousand and one-hundred and fifty-three dollars ($267,153); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to DW Cedar Ridge, LLC for reimbursement of improvements to the façade, architecture, signage, parking lot pavement, landscaping, and roof repair and replacement in an amount not to exceed two-hundred and sixty-seven thousand and one-hundred and fifty-three dollars ($267,153), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Incentives & Grants Assistance Application

EXHIBIT "B"

Property Owner DW Cedar Ridge, LLC
Mailing Address 4403 N. Central Expy, Ste 110, Dallas, TX 75205
City Dallas State & Zip Texas 75205
Phone 214-720-0004 Fax _____ Email willwalters@duwestrealty.com

Project Representative Will Walters
Mailing Address 4403 N. Central Expy, Ste 200, Dallas, TX 75205
City Dallas State & Zip Texas 75205
Phone 214-675-3665

Business Name DW Cedar Ridge, LLC (DuWest Realty)
Property Address 102-110 N Cedar Ridge Dr., Duncanville, TX 75116
Will You Lease or Own the Property? Own Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business Real Estate Single-Purpose Entity Years in Business 1
Business Plan and Portfolio Available? Yes (If yes, please attach)

Project Description

The company endeavors to completely remodel the retail building which has not seen significant renovation in 30+ years. We will upgrade the existing facade, re-paint the building, install a new roof because the current one is failing, repair the pavement, upgrade the monument signage and install landscaping (currently none exists). We will also use this renovation to catalyze a re-tenanting of the building to first class tenants that will serve the community for many years. During the re-tenanting process, we will remodel all interior spaces.

Square footage of Project: 5,800 Date Projected for Occupation of Project/Initiation of Operations : 2023-2024

Fiscal Impact / Financial Background

Current Real Property Value $ 930,000
Estimated Property Investment (if applicable) $ 628,531
Current Sales / Gross Receipts / Revenue Generated $ 68,726 gross revenue on property ownership level. Tenant gross receipts estimated at $525,000
Additional Revenue to be Generated from Business Expansion (if applicable) $ Additional $2,000,000 of tenant gross receipts estimated after re-tenanting
Sales Growth Expectations: Year One $250,000 Year Two $750,000 Year Three $1,000,000
Projected Total Annual Operating Budget of this Facility $ $66,000
Business Liabilities $ n/a
What infrastructure construction would be required? We will enclose one of the two curb cuts on Cedar Ridge Dr. to allow for more functional parking

Interior Investments $ $232,000 (some to be partially funded by tenants) Exterior Investments $ $457,631

Are you entering into a Loan? Yes If yes, please answer the following:
Loan Amount $ $445,000
Down Payment $ $574,000
Construction Price of Improvements or Buildings $ $822,131 of construction costs estimated in remodel, roof replacement and tenant finish (some to be partially funded by tenants)
Lending Institution Liberty Capital Bank
Lender's Address 5055 Keller Springs Rd., Suite 120, Addison, Texas 75001
Lender's Contact Person Nathan Robinson (nrobinson@libertycapitalbank.com)

Employment Impact

Total Number of Jobs ~45 Total Annual Payroll $ Estimated $2,700,000
Type of Jobs Created Retail business owners and employees, waiters, cooks, maintenance staff servicing the building

Percentage of Employees who will be Duncanville Residents Estimated ~90%
Number of Full-time Employees ~30 Number of Part-time Employees ~15

EXHIBIT "B"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "B"

☐ **Landscape Grant** Amount Requested $ 24,600

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 $ 34,000

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 $ 208,593

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant** Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demolition, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "B"

☐ **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 $ 267,193

******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 Will Walters **Date** August 21, 2023

Signature _____ Digitally signed by Will WALTERS Date: 2023.08.21 15:50:50 -05'00'

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

EXHIBIT "B"

DUWEST
CREATING·ENHANCING·PROTECTING·VALUE

August 21, 2023

Mr. Clay Mansell, MPA
Economic Development Manager – City of Duncanville
203 E. Wheatland Rd.
Duncanville, Texas 75116

RE: Duncanville EDC – FUNDING PROPOSAL

Dear Mr. Mansell,

As you know, our company DuWest Realty owns the entity DW Cedar Ridge, LLC, which recently took ownership of the retail building on the northeast corner of Center St. and N. Cedar Ridge Dr. (102-110 N Cedar Ridge). For the last 45+ years, this building has been owned by the same partnership who has not invested adequately in the building and has not pursued tenants that elevate the corner. I believe our interests are aligned in what we want the building to become, however, the purchase price and state of the building (much of which was learned after closing) has significantly limited our capital expenditure budget. Moreover, we have learned that Liberty Tax will be vacating at the end of the year, and it will leave ownership with a negative cash flow after debt payments. We are looking forward to partnering with you to revitalize this retail center by upgrading the building (including a new roof, tenant signage, upgrades to the monument sign), installing landscaping, and enclosing one of the two Cedar Ridge curb cuts. These upgrades will enable us to bring in high quality tenants over the coming years and the center will become a much better amenity to the Duncanville residents.

In this proposal, I have outlined immediate needs where our budget now falls significantly short. However, this project will be ongoing and we would like to continue the dialogue with the City as other areas of need arise, particularly as it comes to the interior remodel of tenant spaces.

INITIAL FUNDING PROPOSAL

Façade Renovation / Curb Cut Enclosure / Landscaping

In our initial analysis, we budgeted $67,500 for the façade renovation, but none for a curb cut enclosure or landscaping installation. Though we had hoped to allocate more, the purchase price constrained this portion of the budget. Despite the limited capex budget, we planned to remove the green awning, re-paint the building, keep the façade height the same, and replace the storefronts. We have since learned that there are steel joists running through the awning which makes removal difficult, and keeping the façade height the same would expose unsightly HVAC units. To make a meaningful impact that would attract quality tenants, a more comprehensive remodel is needed,

DuWest Realty, LLC · 214-720-0004 · 4403 N. Central Expy. Suite 200 · Dallas, Texas 75205

however this plan is significantly over our capex budget. We are moving forward with the more competitive contractor's bid, which totals $303,387. Without a partnership with the EDC, economics will limit us in the remodel to merely a re-paint of the existing green awning, a re-paint of the building, and limited storefront remodel of the vacant units.

Based on our initial feedback from restaurant users on this site, we are going to need more functional parking at the building, even if it is not needed to meet code. Since this was originally a 7-Eleven, it has two curb cuts on Cedar Ridge when only one is now necessary. Enclosing one of the curb cuts will also allow an opportunity for landscaping on Cedar Ridge. The bid referenced above now includes the curb cut enclosure as well as landscaping installation along Cedar Ridge and Center St.

Roof Replacement

It is evident that the roof is near the end of its useful life and there are water leak stains throughout the tenant spaces. We were aware of this prior to closing on the property, but our initial budget for a new roof was estimated at $7.50 PSF ($42,938) based on verbal feedback. However, roof material and labor costs have increased significantly in the last 18 months, and the energy code requires a certain density of TPO roof to meet standards that was not contemplated in the verbal bid. Currently, we have a qualifying roof replacement bid in hand for $74,244. We will continue to source bids for this work and will do our best to beat this number.

In total, our initial request for EDC funding totals to $267,193 to accommodate the above referenced items needed for a quality renovation, and more importantly, to create a "buzz" around the center that will attract first class tenants. See table below:

Project Budget			Budgeted	Anticipated Costs	Difference
Purchase Price	$ 162.39	$	930,000	$ 930,000	$ 930,000
Tenant Improvements Reserve (YR	$ 16.76	$	96,000	$ 96,000	$ -
Leasing Commissions Reserve (YR 1	$ 6.37	$	36,500	$ 36,500	$ -
Loan Cost (100 BPS)	$ 1.40	$	8,000	$ 8,000	$ -
Lender's Appraisal	$ 0.46	$	2,650	$ 2,650	$ -
Roof Replacement	$ 7.50	$	42,938	$ 74,244	$ (31,306)
HVAC Allowance	$ 5.24	$	30,000	$ 30,000	$ -
Capital Expense Upgrades*	$ 11.79	$	67,500	$ 303,387	$ (235,887)
Architectural	$ 1.75	$	10,000	$ 10,000	$ -
Legal	$ 1.08	$	6,200	$ 6,200	$ -
Third Party Costs	$ 0.63	$	3,600	$ 3,600	$ -
Misc Closing Cost	$ 0.70	$	4,000	$ 4,000	$ -
Acquistion Fee	$ 2.44	$	13,950	$ 13,950	$ -
Capex Reserve (Misc)	$ 2.62	$	15,000	$ 15,000	$ -
Project Cash Flow Reserve	$ 4.37	$	25,000	$ 25,000	$ -
Total Acquisition Cost	$ 225.48	$	1,291,338	$ 1,558,531	$ (267,193)

- Note: The Capital Expense Upgrades includes everything in the Charter Builders bid (attached here). The line items in that bid include the façade renovation, landscaping installation and the curb cut enclosure, among other necessary repair items. We will contract with a different company for the roof replacement.

EXHIBIT "B"

I look forward to your feedback and please do not hesitate to reach out if you have any questions. I hope we can work together to bring this building back to a focal point on the corner of Center and Cedar Ridge.

Sincerely,

Will Walters
Partner – Investment Services
DuWest Realty
4403 N. Central Expy., Ste. 300
Dallas, Texas 75205

P: 214-675-3665
E: willwalters@duwestrealty.com

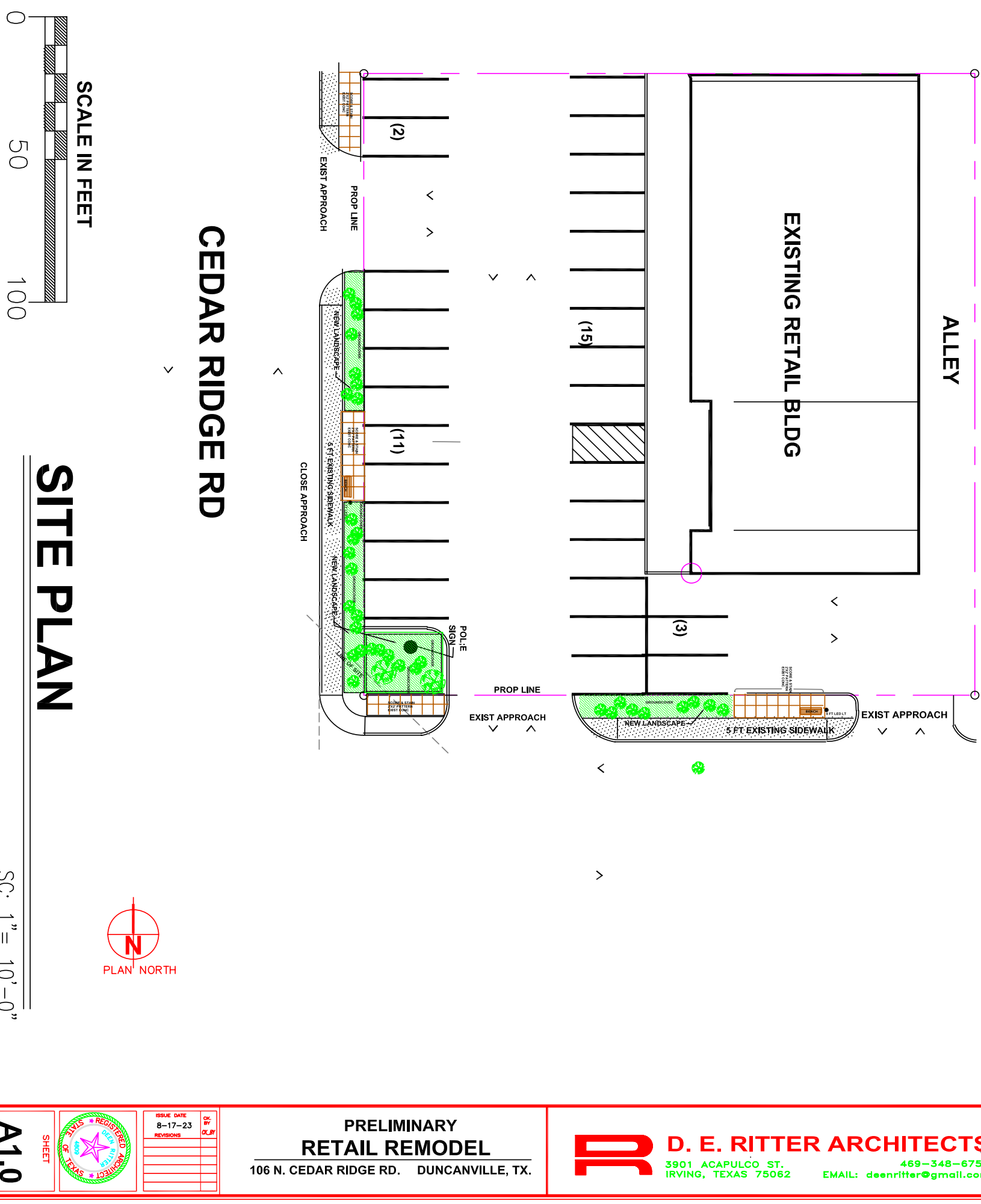
EXHIBIT "B"

CEDAR RIDGE RETAIL SHOPS - BEFORE

EXHIBIT "B"

CEDAR RIDGE RETAIL SHOPS – AFTER (RENDERING)

EXHIBIT "B"



SITE PLAN

SHEET A1.0

ISSUE DATE 8-17-23

REVISIONS

PRELIMINARY

RETAIL REMODEL

106 N. CEDAR RIDGE RD. DUNCANVILLE, TX.

D. E. RITTER ARCHITECTS
3901 ACAPULCO ST. IRVING, TEXAS 75062
469-348-6757
EMAIL: deenritter@gmail.com

EXHIBIT "B"

CHARTER BUILDERS
GENERAL CONTRACTORS

5301 Alpha Road
Dallas, Texas 75240
Tel 972.407.9000
Fax 972.407.0180

Duncanville Retail Center
106 N. Cedar Ridge
Duncanville, Texas
Construction Cost Budget
DuWest Realty
Will Walters
August 21, 2023

Description	Total Cost
General Conditions	$10,800
Architecture, Renderings, and Structural Engineering	$10,000
Asbestos Survey	$800
TDLR Report (Reviews and Reports)	$1,800
Building Permit	$2,500
Demolition of Canopy & Existing Framing	$4,150
Steel and Light Gauge Framing for Parapet and Canopy	$25,104
Roof Repairs at Parapet and New Cap on West and South Elevations	$7,750
Caulking	$500
Restripe Parking Lot	$750
Remove and Replace Concrete 35' Approach along Cedar Ridge	$9,713
Canopy Over Cleaners Drive-Thru	$1,800
Glass and Glaze - 10' Ht (Lease (3 singles & Cleaners 1 dbl)	$61,640
Nichiha Synthetic Wood Siding	$5,043
Stucco Finish at Brick, Fascia, Parapet and Soffit	$29,625
Miscellaneous Painting	$500
Electrical - LED Canopy Lights (10 each)	$3,520
Paint North Wall	$1,755
Upgrade Pylon Sign - Allowance	$10,000
New Signage (5 @ $4,800 ea.) (Allowance)	$24,000
Temporary Banners	$750
Landscape and Irrigation	$24,600
Repairs in Concrete Parking Lot (Allowance) (500 sf)	$8,500
Contingency	$2,500
Sub-Total Costs	$248,099
General Liability Insurance (2.5%)	$6,202
Contractor's Overhead (7%)	$17,801
Contractor's Profit (3%)	$8,163
	$280,265
Sales Tax 8.25% (Remodel Project)	$23,122
Total Project Cost	**$303,387**

Exclusions

Asbestos Remediation, if any
Roof Repairs or Removal of Existing Equipment or Items

EXHIBIT "B"

DUWEST
CREATING · ENHANCING · PROTECTING · VALUE

DuWest Track Record of Redevelopment

KFC – Cleburne, TX – Remodel of vacant restaurant building

BEFORE

AFTER

DXL – Fort Worth, TX – Demo of vacant buffet restaurant; New construction Built-to-Suit for DXL

BEFORE

AFTER

EXHIBIT "B"

Chipotle / Texas Health – Wylie, TX – Complete remodel of vacant nail salon building

BEFORE

AFTER

First Choice ER – San Antonio, TX – Demo of vacant gas station; New construction First Choice Emergency Room

BEFORE

AFTER

Starbucks Retail – Dallas, TX – Demo of vacant office; New construction 2-tenant Starbucks retail building

BEFORE

AFTER

EXHIBIT "B"

Starbucks / Verizon – San Antonio, TX – Complete remodel of singled-tenant Verizon

BEFORE

AFTER

Bear Grounds Plaza – Waco, TX – Demo of old motel; New construction Chipotle-anchored retail center

BEFORE

AFTER

Coit and Main – Frisco, TX – Vacant land; New construction Starbucks center and single-tenant Chipotle building

BEFORE

AFTER

EXHIBIT "B"

Inspection Report and Estimate

Prepared For:

DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Site Overview

Total Sections: 1
Total Sq/Ft: 6,187

Map	Section Name	Sq/Ft	Est. Install	Grade
1	Section 1	6,187	2004	D

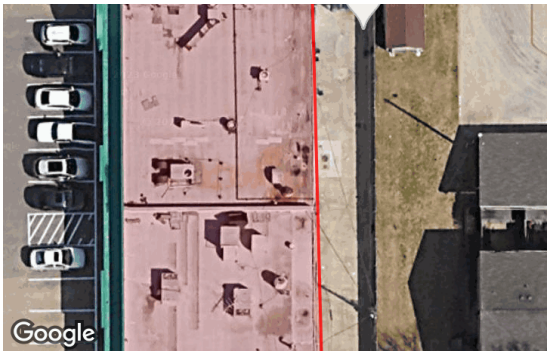
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Section Overview

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



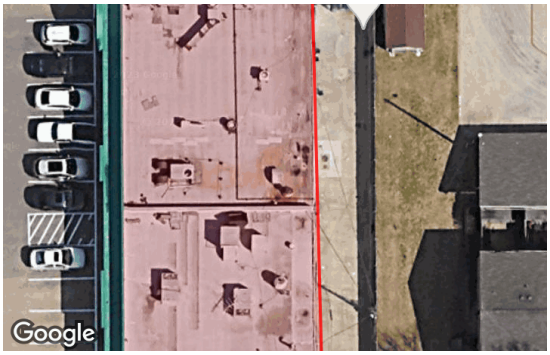
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Observations

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



Modified cap-sheet in decent condition for age.

Ponding water area has loss of granules

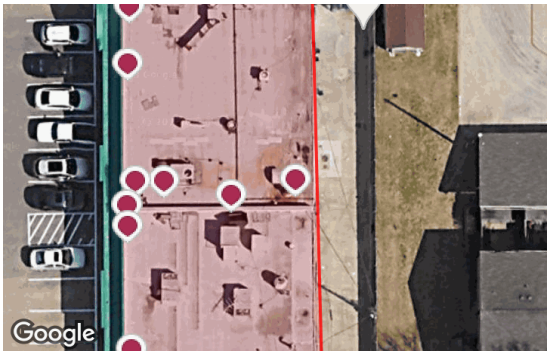
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Deficiencies

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



1

Base Flashing - Open Seam (Emergency)

Quantity: 1 EA
Deficiency:
Seam on base flashing is open and can allow water to infiltrate the base flashing, roof system and building interior.
Corrective Action:
Seal seam of base flashing.
Estimated Repair Cost:
$100

2

Base Flashing - Open Seam (Emergency)

Quantity: 10 EA
Deficiency:
Seam on base flashing is open and can allow water to infiltrate the base flashing, roof system and building interior.
Corrective Action:
Seal seam of base flashing.
Estimated Repair Cost:
$1,500

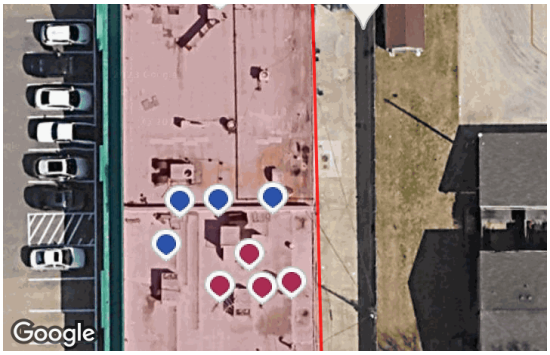
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

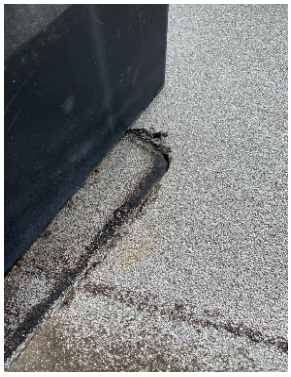
EXHIBIT "B"

Deficiencies

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:





3

Punctures - 3rd Party Damage (Emergency)

Quantity: 5 EA
Deficiency:
Roof system has been punctured by some other means or object other than a hail stone. Sometimes could possibly be from other trades that are performing service work on the roof (air conditioning units, plumbing stacks, etc..).
Corrective Action:
Take appropriate action.
Estimated Repair Cost:
$750

4

Penetrations - Pitch Pan Filler Shrinkage (Emergency)

Quantity: 5 EA
Deficiency:
Pitch pan filler has shrunk and allowing water in.
Corrective Action:
We will remove top layer of sealant, prime, and install new pourable sealant.
Estimated Repair Cost:
$900

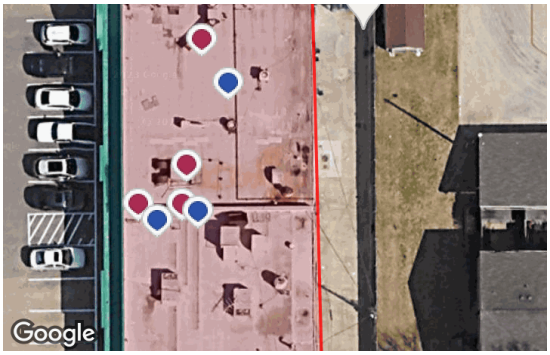
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Deficiencies

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



5

Misc - Abandoned equipment

Quantity: 2 EA
Deficiency:
Equipment appears to no longer be in use and is left sitting on the roof.
Corrective Action:
Remove the abandoned equipment or bring to the building owners attention.
Estimated Repair Cost:
$700

6

Debris - Trash on Roof

Quantity: 2 Hr
Deficiency:
Loose debris has a high probability of blowing around on the roof and causing damage to the waterproofing membrane.
Corrective Action:
Remove loose debris from roof area and include as part of routine preventative maintenance. Inspect and repair damaged membrane resulting from wind blown debris. Price is per bag.
Estimated Repair Cost:
$150

DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Deficiencies

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:

7

Membrane - Contamination (Emergency)

Quantity: 8 SF
Deficiency:
Contamination occurs from sources such as acid rain, grease vents, mechanical oils, etc.
Corrective Action:
Remove contaminated membrane and reflash exhaust fan curb.
Estimated Repair Cost:
$280

8

Drainage - Damaged gutter

Quantity: 2 LF
Deficiency:
The existing gutter is damaged in one or more areas and is no longer properly moving water off the roof to the ground.
Corrective Action:
The gutter needs to be repaired if possible with compatible materials or needs to be replaced.
Estimated Repair Cost:
$50

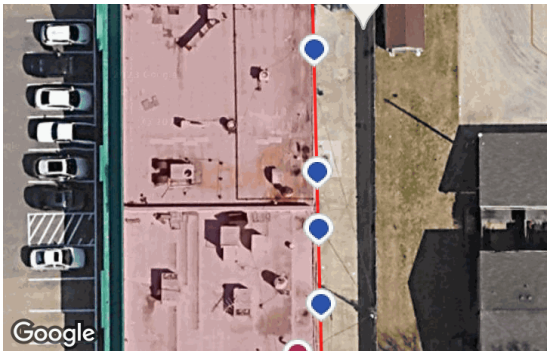
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Deficiencies

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



9

Drainage - Clogged Scupper/Drain/Gutter

Quantity: 80 EA

Deficiency:
The existing scupper, drain, or gutter has become clogged and is no longer functioning properly.

Corrective Action:
The scupper, drain, or gutter area must be cleaned and all debris removed to ensure water drains from the roof properly. This is to be part of a routine roof maintenance program.

Estimated Repair Cost:
$560

10

Penetrations - Vent missing/damaged rain collar (Emergency)

Quantity: 1 EA

Deficiency:
The damaged or missing rain collar can allow water to infiltrate the flashing, roof system and building interior.

Corrective Action:
Replace missing and or damaged rain collar.

Estimated Repair Cost:
$175

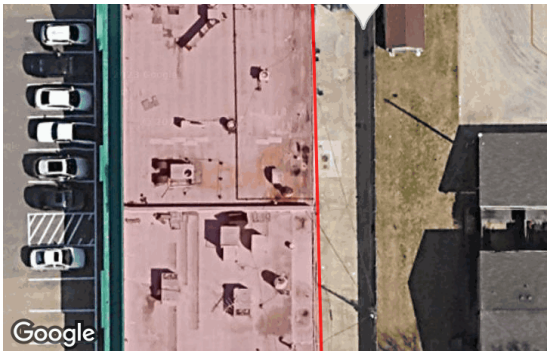
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Deficiencies

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



11

Penetration - Pipe flashing failure

Quantity: 1 EA

Deficiency:
Due to age, weathering, UV &/or improper installation the penetration flashing has failed.

Corrective Action:
The pipe penetration should be repaired/flashed properly for the type of roof system per minimum industry standards to ensure a water tight seal.

Estimated Repair Cost:
$100

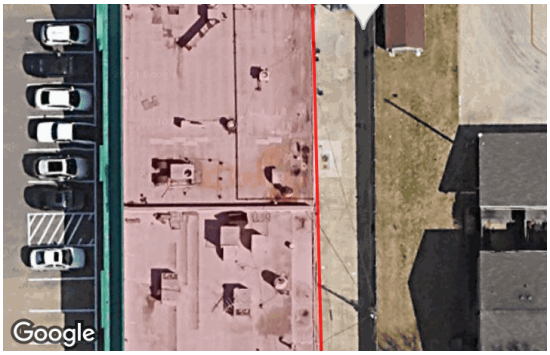
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Summary

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



Condition Summary

Membrane:	D
Flashings:	F
Sheet Metal:	C-
Overall:	D
Estimated Replace:	2026

A **Roof is "New" or in "Like New" condition.** Continue to monitor and maintain.
B **Roof is "Good" condition.** General repairs may be required and a maintenance program may minimize unnecessary leaks
C **Roof is in "Fair" condition.** The roof is beginning to show age-related deficiencies, or is a newer roof that is not performing as expected. A maintenence program may help prevent unnecessary leaks and minimize repair costs.
D **Roof is in "Poor" condition and is nearing the end of its useful life.** Repairs could help reduce unexpected leaks, depending on the severity.
F **Roof has failed.** The roof has exceeded its expected service life. While it may be possible to address active leaks, it should be assumed that leaks will continue to develop.

Recommendations:
Budget assumes only one roof and is for a recover using 60mil TPO mechanically attached with separator board.

Estimated Repair Cost: $5,265

Estimated Replacement Cost: $74,244

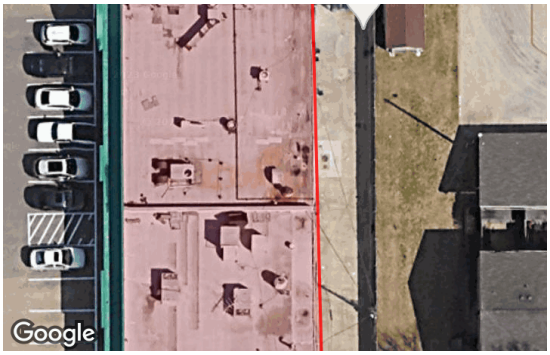
DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Budget Module

Section: Section 1
Size: 6,187
Overall Grade: D

Inspection Date:
Inspected By:



1 - Section 1 (6,187 SF) Grade D

Deficiencies	Qty	Emergency	Proactive	Replacement
Base Flashing - Open Seam	1 EA	$100		
Base Flashing - Open Seam	10 EA	$1,500		
Punctures - 3rd Party Damage	5 EA	$750		
Penetrations - Pitch Pan Filler Shrinkage	5 EA	$900		
Misc - Abandoned equipment	2 EA		$700	
Debris - Trash on Roof	2 Hr		$150	
Membrane - Contamination	8 SF	$280		
Drainage - Damaged gutter	2 LF		$50	
Drainage - Clogged Scupper/Drain/Gutter	80 EA		$560	
Penetrations - Vent missing/damaged rain	1 EA	$175		
Penetration - Pipe flashing failure	1 EA		$100	
Full Replacement	6,187 SF			$74,244
Total		$3,705	$1,560	$74,244

DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Site Overview

Total Sections: 1

Total Sq/Ft: 6,187

A **Roof is "New" or in "Like New" condition.** Continue to monitor and maintain.

B **Roof is "Good" condition.** General repairs may be required and a maintenance program may minimize unnecessary leaks

C **Roof is in "Fair" condition.** The roof is beginning to show age-related deficiencies, or is a newer roof that is not performing as expected. A maintenence program may help prevent unnecessary leaks and minimize repair costs.

D **Roof is in "Poor" condition and is nearing the end of its useful life.** Repairs could help reduce unexpected leaks, depending on the severity.

F **Roof has failed.** The roof has exceeded its expected service life. While it may be possible to address active leaks, it should be assumed that leaks will continue to develop.

1 - Section 1 (6,187 SF) Grade D

Deficiencies	Qty	Emergency	Proactive	Replacement
Base Flashing - Open Seam	1 EA	$100		
Base Flashing - Open Seam	10 EA	$1,500		
Punctures - 3rd Party Damage	5 EA	$750		
Penetrations - Pitch Pan Filler Shrinkage	5 EA	$900		
Misc - Abandoned equipment	2 EA		$700	
Debris - Trash on Roof	2 Hr		$150	
Membrane - Contamination	8 SF	$280		
Drainage - Damaged gutter	2 LF		$50	
Drainage - Clogged Scupper/Drain/Gutter	80 EA		$560	
Penetrations - Vent missing/damaged rain	1 EA	$175		
Penetration - Pipe flashing failure	1 EA		$100	
Full Replacement	6,187 SF			$74,244
Total		$3,705	$1,560	$74,244

	Emergency	Proactive	Replacement
Budget Totals	$3,705	$1,560	$74,244

DuWest Realty
106 N Cedar Ridge Dr
Duncanville, TX 75116

EXHIBIT "B"

Description	Amount
_____ Emergency	$3,705.00
_____ Proactive	$1,560.00

Terms and Conditions

Payment is due upon completion of work unless specified in another agreement. An invoice will be sent with documentation of work performed.

Work Authorization

I hereby authorize the work indicated in this document. I understand the minimum cost per service work order is $550.

Signature: _____ Date: _____

Printed Name: _____ PO#: _____

Page 31 of 31

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Dolani Investments, LLC, in an amount not to exceed $208,610.97 for a building located at 511 E. Camp Wisdom 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:

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

STAFF RESPONSIBLE:
Clay Mansell, MPA; Economic Development Administrator

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:

The application by Dolani Investments, LLC was approved by the DCEDC on August 28, 2023, for incentive grants totaling $208,610.97. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$208,610.97	$2,053,389.03

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-099 - DCEDC Grant - Dolani Investments, LLC -- 511 E. Camp Wisdom Road - Pdf

RESOLUTION NO. 2023-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO DOLANI INVESTMENTS, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED $208,610.97 FOR A BUILDING LOCATED AT 511 E. CAMP WISDOM ROAD, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Dolani Investments, LLC, occupies the building located at 511 E. Camp Wisdom Road, Duncanville, Texas, 75116; and

WHEREAS, Dolani Investments, LLC, intends to make improvements to the exterior paving, landscaping, and painting of the building; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed two-hundred and eight thousand and six-hundred and ten dollars and ninety-seven cents ($208,610.97); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Dolani Investments, LLC for reimbursement of improvements made to the exterior paving, landscaping, and painting in an amount not to exceed two-hundred and eight thousand and six-hundred and ten dollars and ninety-seven cents ($208,610.97), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "B"

Incentives & Grants Assistance Application

Duncanville

Property Owner Dolani Investments, LLC
Mailing Address 2230 Joe Field Rd
City Dallas State & Zip 75229
Phone 469-855-4068 Fax N/A Email faizan@dolaninvestments.com

Project Representative Good Seed Consulting – Alex Ramirez
Mailing Address 2858 Walnut Hill LN
City Dallas State & Zip TX 75229
Phone 214 579 0808

Business Name Dolani Investments LLC
Property Address 511 E. Camp Wisdom Duncanville
Will You Lease or Own the Property? ~~Own~~ lease Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business retail Years in Business N/A
Business Plan and Portfolio Available? N/A (If yes, please attach)

Project Description
Facade change / change hight of Building, New Roofing and Paving. Landscaping.

Square footage of Project: Date Projected for Occupation of Project/Initiation of Operations
23,737 SqFt

Fiscal Impact / Financial Background
Current Real Property Value $ 5,000,000.00 (Five millions)
Estimated Property Investment (if applicable) $ 988,929.00
Current Sales / Gross Receipts / Revenue Generated $ N/A
Additional Revenue to be Generated from Business Expansion (if applicable) $ N/A
Sales Growth Expectations: Year One Year Two Year Three
Projected Total Annual Operating Budget of this Facility $ 39,500 00
Business Liabilities $
What infrastructure construction would be required? Exterior remodel, alterations, Facade change.

Interior Investments $ N/A Exterior Investments $ 988,929.00

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 5 Total Annual Payroll $
Type of Jobs Created Construction, Framing, Masonry, Concrete and Roofing

Percentage of Employees who will be Duncanville Residents 60%
Number of Full-time Employees 20 Number of Part-time Employees N/A

Exhibit "B"

☐ **Landscape Grant** Amount Requested $ 25,200.00

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 $ 375,991.57

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 $ 146,122.97

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

Exhibit "B"

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 $ 37,188.00

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

Exhibit "B"

☐ **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** Roofing Amount Requested $ 308,395.00

Total Grant Amount Requested $ 988,929.00

******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 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 David Y. Han own's Representative June/28/2023

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

Exhibit "B"

BID LIST SCHEDULE

BID LIST SCHEDULE ON CAMP WISDOM PLAZA REMODELING
PROJECT NAME : CAMP WISDOM PLAZA REMODELING
PROJECT ADDRESS : 511 E CAMP WISDOM RD. DUNCANVILLE,TX75116

6/12/2023

NO	DIVISION	BUSSINESS NAME	CONTACT NMAE	CONTACT NUMBER	BUSINESS ADDRESS	COST OF SERVICES	REF
1	**PAVING**	**GOOD SEED CONSULTING GROUP INC.**	ALEX RAMIREZ	214 579 0808	2858 WALNUT HILL LANE SUITE 470 DALLAS,TX75229	**$ 97,822.97**	FROM MODIFIED CVIL SITE PLAN
		US FRAMING & WALL&ROOFING	DAVID Y HAN	214 611 0828	2116 N MASTERS DR. DALLAS,TX75229	**$ 146,122.00**	FROM MODIFIED CVIL SITE PLAN
		TEMO CONTRACTOR	DANNIEL	469 435 3250	525 Via Sevilla, Mesquite, TX75150	**$ 132,687.00**	FROM MODIFIED CVIL SITE PLAN
2	**LANSCAPING**	**GOOD SEED CONSULTING GROUP INC.**	ALEX RAMIREZ	214 579 0808	2858 WALNUT HILL LANE SUITE 470 DALLAS,TX75229	**$ 48,300.00**	FROM MODIFIED CVIL SITE PLAN
		US FRAMING & WALL&ROOFING	DAVID Y HAN	214 611 0828	2116 N MASTERS DR. DALLAS,TX75229	**$ 58,220.00**	FROM MODIFIED CVIL SITE PLAN
		TEMO CONTRACTOR	DANNIEL	469 435 3250	525 Via Sevilla, Mesquite, TX75150	**$ 43,786.71**	FROM MODIFIED CVIL SITE PLAN
3	**SITE SINAGE**	**GOOD SEED CONSULTING GROUP INC.**	ALEX RAMIREZ	214 579 0808	2858 WALNUT HILL LANE SUITE 470 DALLAS,TX75229	**$ 25,000.00**	MONUMENT SIGNAGE FROM MODIFIED CVIL SITE PLAN
		US FRAMING & WALL&ROOFING	DAVID Y HAN	214 611 0828	2116 N MASTERS DR. DALLAS,TX75229	**$ 28,000.00**	MONUMENT SIGNAGE FROM MODIFIED CVIL SITE PLAN
		TEMO CONTRACTOR	DANNIEL	469 435 3250	525 Via Sevilla, Mesquite, TX75150	**$ 26,000.00**	MONUMENT SIGNAGE FROM MODIFIED CVIL SITE PLAN
4	**ROOFING**	**GOOD SEED CONSULTING GROUP INC.**	ALEX RAMIREZ	214 579 0808	2858 WALNUT HILL LANE SUITE 470 DALLAS,TX75229	**$ 308,395.56**	PROVIDED CURRENT PICTURES
		US FRAMING & WALL&ROOFING	DAVID Y HAN	214 611 0828	2116 N MASTERS DR. DALLAS,TX75229	**$ 435,000.00**	PROVIDED CURRENT PICTURES
		TEMO CONTRACTOR	DANNIEL	469 435 3250	525 Via Sevilla, Mesquite, TX75150	**$ 400,000.00**	PROVIDED CURRENT PICTURES
5	**FAÇADE REMODELING**	**GOOD SEED CONSULTING GROUP INC.**	ALEX RAMIREZ	214 579 0808	2858 WALNUT HILL LANE SUITE 470 DALLAS,TX75229	**$ 375,991.57**	FROM THE PERMIT PACKAGE & RENDERING
		US FRAMING & WALL&ROOFING	DAVID Y HAN	214 611 0828	2116 N MASTERS DR. DALLAS,TX75229	**$ 450,000.00**	FROM THE PERMIT PACKAGE & RENDERING
		TEMO CONTRACTOR	DANNIEL	469 435 3250	525 Via Sevilla, Mesquite, TX75150	**$ 420,000.00**	FROM THE PERMIT PACKAGE & RENDERING

GOOD SEED CONSULTING GROUP INC.
2858 WALNUT HILL LN SUITE 470 DALLAS,TX75229
TEL 214 661 0828
EMAIL : goodseedconsulting@gmail.com

ESTIMATE ON CAMP WISDOM PLAZA REMODELING
PROJECT NAME : CAMP WISDOM PLAZA REMODELING
PROJECT ADDRESS : 511 E CAMP WISDOM RD. DUNCANVILLE,TX75116

ESTIMATE SUMMARY FOR SCOPE OF WORK

NO	DIVISION		AMOUNT 1	PERCENTAGE (%)
1	PAVING	$	97,822.97	11.78
2	LANDSCAPING	$	48,300.00	
2	FACE LIFTING	$	375,991.57	45.27
3	ROOFING	$	308,395.56	37.13
4	**TOTAL**	**$**	**830,510.10**	94.18
5	PROFIT (10%)	$	83,051.01	
6	TAX 8.25% OF (7+8)	$	75,368.79	
7	**GRAND TOTAL (4+5+6)**	**$**	**988,929.90**	

GOOD SEED CONSULTING GROUP INC.
2858 WALNUT HILL LN SUITE 470 DALLAS,TX75229
TEL : 214 661 0828
EMAIL : goodseedconsulting@gmail.com

6/7/2023

ESTIMATE ON CAMP WISDOM PLAZA REMODELING
PROJECT NAME : CAMP WISDOM PLAZA REMODELING
PROJECT ADDRESS : 511 E CAMP WISDOM RD. DUNCANVILLE,TX75116
PROJECT ADDRESS : 107 Latch Dr, San Antonio, TX 78213

NO	DIVISION	SCOPE OF WORK		DESCRIPTION	DETAILS	SUB DTAILS	EA	L/ LF	H/LF	W/LF	AREA	AMOUNT	UNIT	UNIT PRICE	SUB TOTAL	REF
1	SITE IMPROVEMENT	DEMOLITION		DEMOLITION	EXISTING PARKING ISLAND & DRIVE THRU AREA	FOR ADDING PARKING SPACES	2.00				3,300.00	3,300.00	SQFT.	$ 4.00	$ 13,200.00	L+M+EQ
		EARTH WORK		EXCAVATION	GRADING							2,111.00	SQFT.	$ 0.80	$ 1,688.80	L+M+EQ
					SELECT FILL & SUB GRADING BY GEOTECH REPORT	WITH 6" LIME STONE BY DP 21/ SPEC			2.00		2,111.00	156.37	CYDS	$ 115.00	$ 17,982.59	L+M+EQ
						HAULING & GRADE OPERATION						12.00	TIMES	$ 195.00	$ 2,340.00	L+M+EQ
		PAVING	PARKING LOT & DRIVE WAY	after removing the AREA shown Drawings	8"	DRIVE WAY			0.67		2,111.00	52.38	CYDS	$ 480.00	$ 25,144.36	L+M+ EQ/ BY AUTHORIZED CONTRACTOR
					6"	PARKING LOT			0.50		3,300.00	61.11	CYDS	$ 380.00	$ 23,222.22	
			ASPHALT SEALING	10% OVERHEAD	INCLUDED POWER WASH & CLEARING						40,700.00	40,700.00	SQFT.	$ 0.23	$ 9,361.00	L+M+ EQ
		STRIPING	33 ea & fire lane								40,700.00	40,700.00	SQFT.	$ 0.12	$ 4,884.00	L+M+ EQ
		SUB TOTAL													**$ 97,822.97**	
	LANSCAPING	PARKING POLE LIGHT	ADDED	25' PLOE LIGHT	LED	WITH DID 2' CONCRETE BASE DEPTH 8'	6.00					6.00	EA	$ 3,850.00	$ 23,100.00	L+M+ EQ
		NEW LANDSCAPE	2 TREES ADDED & IRRIGATION	INCLUDED IRRIGATION PERMIT							4,200.00	4,200.00	SQFT.	$ 6.00	$ 25,200.00	L+M+ EQ
		SUB TOTAL													**$ 48,300.00**	
		TOTAL													**$ 146,122.97**	

Packet Pg. 90134

GOOD SEED CONSULTING GROUP INC.
2858 WALNUT HILL LN SUITE 470 DALLAS,TX75229
TEL : 214 661 0828
EMAIL : goodseedconsulting@gmail.com

6/7/2023

ESTIMATE ON CAMP WISDOM PLAZA REMODELING
PROJECT NAME : CAMP WISDOM PLAZA REMODELING
PROJECT ADDRESS : 511 E CAMP WISDOM RD. DUNCANVILLE,TX75116

NO	DIVISION	SCOPE OF WORK	WORK	DESCRIPTION	DETAILS	SUB DTAILS	EA	L/ LF	H/LF	W/LF	AREA	AMOUNT	UNIT	UNIT PRICE	SUB TOTAL	REF
1	**ARCHITECTURAL**	EXTERIOR STRCUTURE	TUBE	4X3X5/16	10% OVERHEAD	9.24LB PER LF.		140.00				0.65	TON		$ -	L+M+EQ
			ANGLE	3X3X1/4 ANGLEx @6.0' C.O.	CRICKET & REINFORCEMENT ON THE EXISTING STRCUTURE/10% OVERHEAD	4.9LB PER LF.		3,900.00				9.56	TON		$ -	L+M+EQ
				3 1/2X3 1/2X3/1/4 ANGLEx @4.0' C.O.	10% OVERHEAD	5.81LB PER LF.		3,900.00				11.33	TON		$ -	L+M+EQ
				4 X4X3/1/4 ANGLEx @4.0' C.O.	10% OVERHEAD	6.6LB PER LF.		1,500.00				4.95	TON		$ -	L+M+EQ
		TOTAL										**26.48**	**TON**	**$ 3,900.00**	**$ 103,277.07**	
		FRAMING & SHEATING & WATER BARRIOR	3 5/8" 18GA @16" C.O.	NEW FAÇADE WALL AREA & RECOVERED THE EXISITNG METAL ROOF AREA BY ARCHITECTURAL DRAWINGS	3 SDIE & PARTIAL REAR SIDE	10% OVERHEAD					13,500.00	13,500.00	SQFT.	$ 4.80	$ 64,800.00	
			5/8" WET TYPE DENSE GLASS		EXCEPT RE COVERED NEW WALL AREA	10% OVERHEAD					8,700.00	8,700.00	SQFT.	$ 1.95	$ 16,965.00	
			5/8" PLYWOOD	COVERED ON NEW ROOF AREA		10% OVERHEAD					4,800.00	4,800.00	SQFT.	$ 1.95	$ 9,360.00	
			TYVEK	AFTER FINISHING THE SHEATING, TYVEK ON THE SHEAT	9'X150'						13,500.00	13,500.00	SQFT.	$ 0.53	$ 7,087.50	
		TOTAL													**$ 98,212.50**	
		FINISHING	STUCCO			10% OVERHEAD					8,700.00	8,700.00	SQFT.	$ 8.00	$ 69,600.00	
			EFIS	ROOF PARAPET	1'X18"	10% OVERHEAD					600.00	600.00	LF.	$ 15.00	$ 9,000.00	
				2 LINEX1' WATER TABLE	4"X12"	10% OVERHEAD					1,200.00	1,200.00	LF.	$ 11.00	$ 13,200.00	
				CAPITALS OF COULMN & WATER TABLES ON STONE VENEER	6"X4"	10% OVERHEAD	32.00	10.00				320.00	LF.	$ 8.00	$ 2,560.00	
			STONE VENEER	H4'							800.00	800.00	SQFT.	$ 11.00	$ 8,800.00	
		TOTAL													**$ 103,160.00**	
		REPAINTING	EXTERIOR CORRIDOR(ARCADE)	CEILING & EXISITNG WALL (INCLUDED REAR WALL) & COLUMNS							15,800.00	15,800.00	SQFT.	$ 2.36	$ 37,288.00	
		TOTAL													**$ 37,288.00**	
	ELECTRICAL	WALL MOUNTED LIGHTS					16.00					16.00	EA	680.00	$ 10,880.00	
		WALL PACKS					13.00					13.00	EA	480.00	$ 6,240.00	
		SIGNAGE JUNCTION BOX					16.00					16.00	EA	480.00	$ 7,680.00	
		TOTAL													**$ 24,800.00**	

	GENERAL CONDITION	DUMPSTER FACACDE REMODELING	40YDS		6.00	6.00	EA	$ 860.00	$	5,160.00
		TEMPORARY	TOILET	1 EA/ 3MONTH	3.00	3.00	MONTH	$ 198.00	$	594.00
		DETACHED & ATTACHED THE EXISITNG SIGNAGE			1.00	1.00	EA	$ 3,500.00	$	3,500.00
		TOTAL							**$**	**9,254.00**
2	**TOTAL**								**$**	**375,991.57**

GOOD SEED CONSULTING GROUP INC.
2851 WALNUT HILL LN SUITE 470 DALLAS,TX75229
PH 214 661 0828
EMAIL : goodseedconsulting@gmail.com

6/7/2023

ESTIMATE ON CAMP WISDOM PLAZA REMODELING
PROJECT NAME : CAMP WISDOM PLAZA REMODELING
PROJECT ADDRESS : 511 E CAMP WISDOM RD. DUNCANVILLE,TX75116

NO	DIVISION	SCOPE OF WORK	WORK	DESCRIPTION	DETAILS	SUB DTAILS	EA	L/ LF	H/LF	W/LF	AREA	AMOUNT	UNIT	SUB TOTAL	REF
1	**ARCHITECTURAL**	ROOF AREA	DEMOLITION & INSTALL	REMOVED ALL OF THE EXISTING ROOFING EXCEPT THE EXISTING DECKS	DETACHED THE EXISTING HVAC & HVAC DRAINS / REMOVED WOOD BLOCK	REMAINING THE ELECTRIC & GAS LINES	1.00					1.00	EA	$ -	L
				THE WOOD BLOCK	FOR INSTALL NEW RIGID INSULATION	FOR THE NEW GUTTERS & SPOUTS	1.00					1.00	EA	$ -	L+M+EQ
				60 MIL TPO	INCLUDED ALL OF MATERIALS	INSULATION & TPO & DETAL MEMBRANES & FASTERNERS FROM ABC	1.00				25,000.00	25,000.00	SQFT.	$ -	L+M+EQ
				NEW INSTALL GUTERS & SPOUTS			1.00					1.00	EA	$ -	L+M+EQ
				EQUIPMENT	SKYTRACK		1.00					1.00	EA	$ -	L+M+EQ
				DUMSTER	30YDS		14.00					14.00	EA	$ -	L+M+EQ
				WATER HEATER	AIR VENT	2"	2.00					2.00	LF.	$ -	L+M+EQ
		TOTAL												**$275,384.48**	L+M+EQ
		NEW PARPPET AREA		60 MIL TPO	DRIP EDGE & OTHERS MATERIALS						8,700.00	8,700.00	SQFT.	$ -	L+M+EQ
		TOTAL												**$ 33,011.08**	L+M+EQ
2	**TOTAL**													**$308,395.56**	

Exhibit "B"

THE PROPERTY LOCATION & 500' RADIUS

PROJECT NAME: CAMP WIDSOM PLAZA FAÇADE REMODELING

511 E CAMP WISDOM RD. DUNCANVILLE, TX75116

PROJECT DATA

OWNER

DOLANI INVESTMENT LLC. /FAIZAN DOLANI
2230 JOE FIELD RD. DALLAS, TX75229
TEL: 469 855 4068
E MAIL: FAIZAN@DOLANIINVESTMENT.COM

TDLR PROOF OF SUBMISSION: TABS2023018125.

ARCHITECT
PAUL DEELEY, NCARB
1870 CROWN DR. SUITE 1504 FARMERS BRANCH, TX 75234
TEL 214 693 2573
pmdarchitect1888@gmail.com
I CERTIFY THAT THESE DRAWINGS WERE PREPARED
UNDER MY DIRECT SUPERVISION AND CONTROL
AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF COMPLY WITH
THE REQUIREMENTS OF THE IBC AND LOCAL BUILDING CODES.

STRUCTURE ENGINNER

BC STRUCTURAL ENGINEERS, LLC.
957 FALCON DRIVE ALLEN, TX 75013
Steven_bai@yahoo.com
TEL 214-991-5117

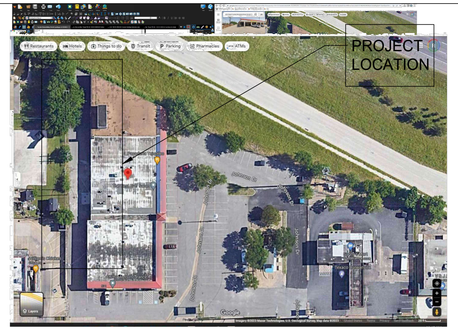
GENERAL CONTRACTOR

GOODSEED CONSULTING GROUP INC.
2858 WALNUT HILL LN. SUITE 470 DALLAS, TX 75229
goodseedconsulting@gmail.com
214-661-0828

CAMP WISDOM PLAZA

FACADE REMODELING

(511 E CAMP WISDOM RD. DUNCANVILLE,TX75116)



INDEX

ARCHITECTURAL PLAN DRAWINGS

A 0.00	COVER SHEET
A 0.00a	ADA SCHEDULE
A 0.00b	ADA SCHEDULE
AS1.00	SURVEY
AS1.00a	SITE PLAN – EXISTING OVEREXTRUDED ROOF COLUMNS LAYOUT
A1.00	FLOOR PLAN – DIMENSION CONTROL
A1.01	FLOOR PLAN – ROOF PLAN
A2.00	ELEVATION – SOUTH
A2.01	ELEVATION – EAST
A2.02	ELEVATION – NORTH-1
A2.03	ELEVATION – NORTH-2
A2.04	ELEVATION– WEST
A3.00	WALL SECTION

STRUCTURAL PLAN DRAWINGS

S-0	GENERAL NOTES
S-1	FAÇADE FRAMING RENOVATION PLAN
S-2	SECTIONS & DETAILS

PROJECT CRITERIA

P R O J E C T C R I T E R I A

PROJECT NAME: CAMP WISDOM PLAZA FAÇADE REMODELING
PROJECT ADDRESS: 511 E CAMP WISDOM RD. DUNCANVILLE, TX75116
BUILDING NUMBER: 1
BUILDING AREA: 23,737 SQFT.
STORY: 1 STORY WITHOUT SPRINKLER

CONSTRUCTION TYPE: TYPE IIB

CODE DATA

- International Building Code 2015
- International Energy Conservation Code 2015
- International Fuel Gas Code 2015
- International Mechanical Code 2015
- International Plumbing Code 2015
- National Electrical Code 2014
- International Fire Code 2015

PROJECT DESCRIPTION

SCOPE OF WORK

ARCHITECTURAL & STRUCTURAL DRAWINGS ATTACHED

GENERAL CONDITION

1. DO NOT SCALE DRAWINGS - USE DIMENSIONS ONLY. FOR DIMENSIONS NOT SHOWN OR IN QUESTION, CONTRACTOR SHALL NOTIFY FOR CLARIFICATION FROM ARCHITECT PRIOR TO PROCEEDING.
2. UNLESS OTHERWISE NOTED, INTERIOR PARTITION DIMENSIONS ARE GIVEN FROM FACE OF FINISH SURFACE TO FACE OF FINISH SURFACE, OR FACE OF FINISH SURFACE TO COLUMN CENTER LINE.
3. REFERENCE ALL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING CONSTRUCTION.
4. CONTRACTOR SHALL STRICTLY WORKS ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS (INCLUDING LANDLORD'S REGULATION ALSO) AND IS RESPONSIBLE FOR PERMITS, INSPECTIONS AND PERMANENT CERTIFICATE OF OCCUPANCY.
5. CONTRACTOR MUST FOLLOW ALL APPLICABLE OSHA REQUIREMENTS.
6. CONTRACTOR SHALL OBTAIN AND ABIDE BY PROPERTY MANAGER'S REQUIREMENT FOR INSURANCE, RULES AND REQUIREMENTS FOR CONSTRUCTION ON THE PROPERTY.
7. CONTRACTOR SHALL COORDINATE ALL DISCIPLINES WITHIN THESE DOCUMENTS.
8. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS AND IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO BIDDING.
9. CONTRACTOR SHALL USE CONSTRUCTION METHODS THAT ARE IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
10. CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR BRACING AND SHORING OF THE STRUCTURE DURING CONSTRUCTION TO ENSURE STABILITY.
11. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE COORDINATION AND EXECUTION OF ANY AND ALL IN ACCORDANCE WITH THE TRUE INTENT OF THE DRAWINGS AND SPECIFICATIONS WHICH ARE IN EFFECT.
12. ANY CHANGE IN PLANS OR SPECIFICATIONS SHALL BE APPROVED BY THE ARCHITECT OR THE ARCHITECT'S REPRESENTATIVE.
13. ALL OWNER'S EQUIPMENT AND APPLIANCE ARE TO BE INSTALLED BY THE OWNER'S SUPPLIER AND CONNECTED BY THE CONTRACTORS UNLESS SPECIFIED OTHERWISE.
14. CONTRACTOR SHALL COORDINATE EQUIPMENT INSTALLATION DATE WITH EQUIPMENT SUPPLIER.
15. CONTRACTOR SHALL MAINTAIN ON SITE AT ALL TIMES. ALL APPROVED DRAWINGS INCLUDING ALL REVISIONS AND ADDED.
16. SIGNS SHALL BE PERMITTED SEPARATELY.
17. THE PROJECT DESIGNER-OF-RECORD SHALL BE RESPONSIBLE FOR COMPLIANCE WITH COPYRIGHT LAW SUCH THAT ALL DATA REPRODUCE EACH CORRESPONDING PUBLICATION, THE PUBLISHER, THE EDITION YEAR, AND ASTATEMENT THAT MATERIAL IS REPRINTED WITH PERMISSION FROM THE PUBLISHER

GOOD SEED
CONSULTING, INC.

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PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME :
FAIZAN DOLANI
/DOLANI INVESTMENT
LLC.

ADDRESS :
2230 JOE FIELD RD.
DALLAS,TX75229

TEL : 468-358 2758
469 855 4068

E MAIL :
faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT
PAUL DEELEY
13008
STATE OF TEXAS
4-11-23

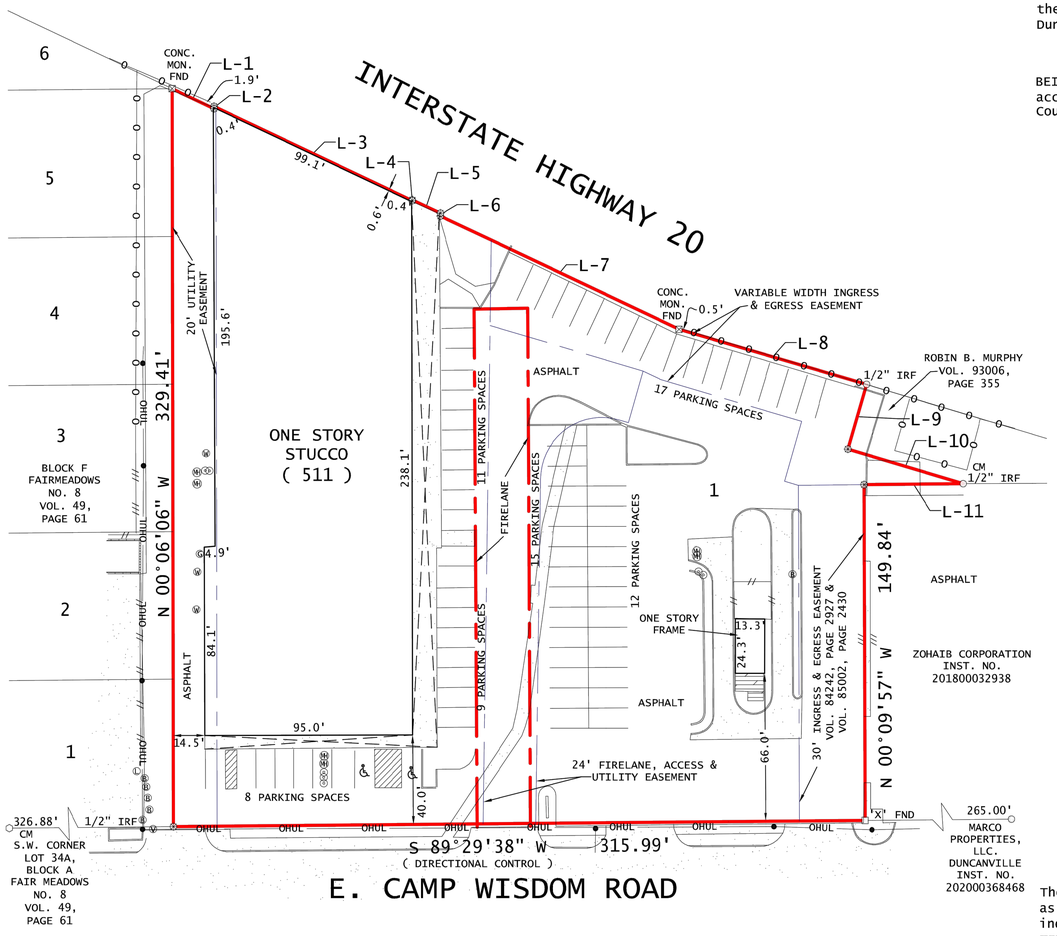
ARCHITECTUAL
SET

COVER

001 AS SHOWN
RK APR / 2023

A-0.00

1 of 1



117 PARKING SPACES
INCLUDING 2 HANDICAP

1 SURVEY
NTS

Barry Rhodes, RPLS 3691
7509 Pennridge Circle
Rowlett, TX 75088
214-356-6807

SURVEY PLAT

BARRY S. RHODES Registered Professional Land Surveyor (214) 356-6807
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 511 E. Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas.

BEING Lot 1, Block A, of SWF-FAIR NORTH ADDITION, an Addition to the City of Duncanville, Texas, according to the plat thereof recorded in C.C.# 202100321333, Real Property Records, Dallas County, Texas.

Line Table		
Line #	Direction	Length
L-1	S 65°06'26" E	21.16'
L-2	N 00°04'30" W	0.98'
L-3	S 65°06'30" E	99.92'
L-4	N 00°06'05" E	0.32'
L-5	S 65°08'35" E	14.08'
L-6	S 00°06'05" W	1.31'
L-7	S 65°06'26" E	120.14'
L-8	S 74°01'20" E	89.10'
L-9	S 16°21'25" W	30.12'
L-10	S 73°38'35" E	54.92'
L-11	S 89°27'55" W	45.33'

LEGEND

OHUL	OVERHEAD UTILITY LINE
GAS	GAS LINE
WOOD FENCE	IRON FENCE
CHAIN LINK	WIRE FENCE
CM - CONTROLLING MONUMENT	
POINT FOR CORNER	
C - CABLE	GUY-WIRE
CO - CLEAN OUT	E - ELECTRIC
GM - GAS METER	UP - UTILITY POLE
FH - FIRE HYDRANT	B - BOLLARD
LP - LIGHT POLE	WM - WATER METER
MH - MANHOLE	WV - WATER VALVE

(UNLESS OTHERWISE NOTED)

EASEMENTS RECORDED IN THE FOLLOWING VOLUME & PAGES TO THE BEST OF MY KNOWLEDGE AND BELIEF DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY.
VOL. 96239, PAGE 5051

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat:
TITLE AND ABSTRACTING WORK FURNISHED BY REPUBLIC TITLE
THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 50'
Date: 08/08/2022
G. F. No.: 1002-344069-A
Job no.: 2460GR
Drawn by: CM 20220189

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR REPUBLIC TITLE

STATE OF TEXAS REGISTERED BARRY S. RHODES 3691 PROFESSIONAL LAND SURVEYOR

GOOD SEED
CONSULTING, INC.

2858 WALNUT HILL LN
SUITE 470 DALLAS, TX 75229
TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME
FAIZAN DOLANI /DOLANI INVESTMENT LLC.
ADDRESS
2230 JOE FIELD RD.
DALLAS,TX75229
TEL. 469-959-2758
469 855 4068
E MAIL
faizan@dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT STATE OF TEXAS 1-11-23

ARCHITECTURAL SET

SURVEY

001 AS SHOWN
RK APR / 2023

AS-1.00

1 of 1

LINE TABLE		
LINE#	BEARING	DISTANCE(FT)
L1	S65°06'26"E	21.16
L2	N00°04'30"W	0.98
L3	S65°06'30"E	99.92
L4	N00°06'05"E	0.32
L5	S65°08'35"E	14.08
L6	S00°06'05"W	1.31
L7	S65°06'26"E	120.14
L8	S74°01'20"E	89.10
L9	S16°21'25"W	30.12
L10	S73°38'35"E	54.92
L11	S89°27'55"W	45.33

1 SITE PLAN - EXISTING OVER EXTRUDED ROOF COLUMNS LAYOUT

1-0"=10'

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CONSULTING, INC.

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511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME

NAME
FAIZAN DOLANI
/DOLANI INVESTMENT
LLC.

ADDRESS
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DALLAS,TX75229

TEL. 469-359-2758
469 855 4068

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faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT
RAFIQ ALI KHAN
23899
STATE OF TEXAS
4-11-23

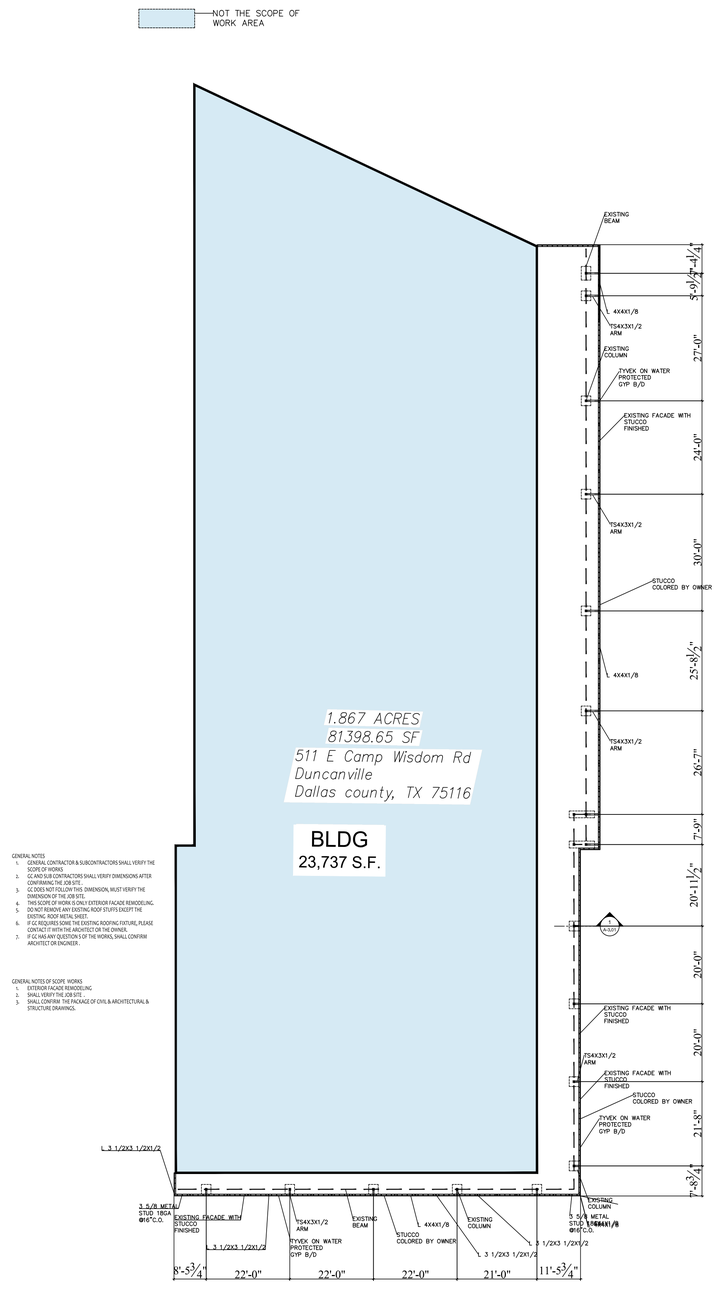
ARCHITECTURAL
SET

SITE PLAN

001 AS SHOWN
RK APR/ 2023

AS-1.00a

1 of 1



GENERAL NOTES

1. GENERAL CONTRACTOR & SUBCONTRACTORS SHALL VERIFY THE SCOPE OF WORKS
2. GC AND SUB CONTRACTORS SHALL VERIFY DIMENSIONS AFTER CONFIRMING THE JOB SITE .
3. GC DOES NOT FOLLOW THIS DIMENSION, MUST VERIFY THE DIMENSION OF THE JOB SITE.
4. THIS SCOPE OF WORK IS ONLY EXTERIOR FACADE REMODELING.
5. DO NOT REMOVE ANY EXISTING ROOF STUFFS EXCEPT THE EXISTING ROOF METAL SHEET.
6. IF GC REQUIRES SOME THE EXISTING ROOFING FIXTURE, PLEASE CONTACT IT WITH THE ARCHITECTS OR THE OWNER.
7. IF GC HAS ANY QUESTION'S OF THE WORKS, SHALL CONFIRM ARCHITECT OR ENGINEER .

GENERAL NOTES OF SCOPE WORKS

1. EXTERIOR FACADE REMODELING.
2. SHALL VERIFY THE JOB SITE .
3. SHALL CONFIRM THE PACKAGE OF CIVIL & ARCHITECTURAL & STRUCTURE DRAWINGS.

1 FLOOR PLAN - DIMENSION CONROL

1/16" = 1'-0"

GOOD SEED
CONSULTING, INC.

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TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

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CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

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FAIZAN DOLANI
/DOLANI INVESTMENT LLC.

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2230 JOE FIELD RD.
DALLAS,TX75229

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faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
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REGISTERED ARCHITECT
STATE OF TEXAS
1-11-23

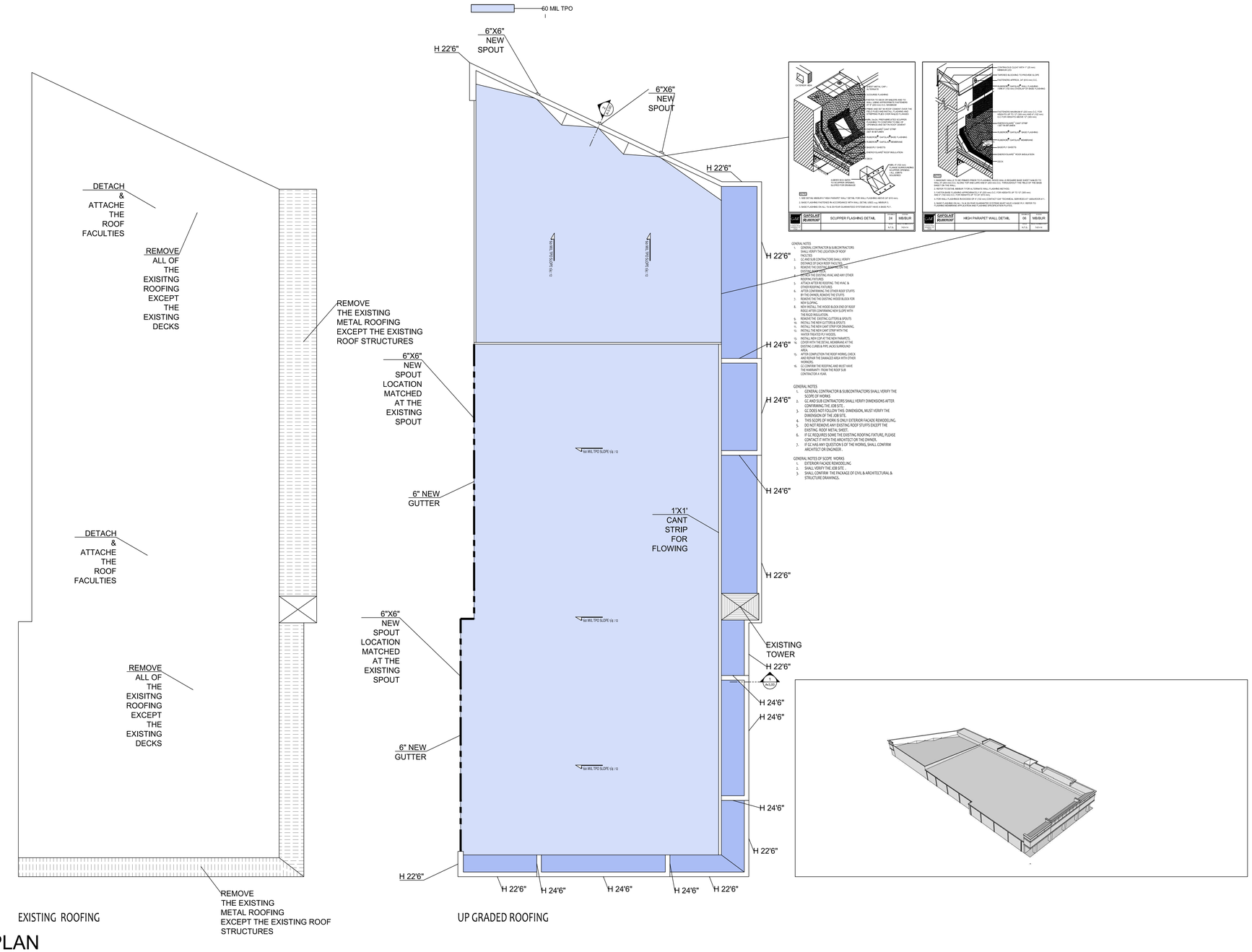
ARCHITECTURAL SET

FLOOR PLAN

001 AS SHOWN
RK APR / 2023

A-1.00

1 of 1



GENERAL NOTES
1. GENERAL CONTRACTOR & SUBCONTRACTORS SHALL VERIFY THE LOCATION OF ROOF FACILTIES
2. GC AND SUB CONTRACTORS SHALL VERIFY DIMENSIONS AFTER CONFIRMING THE JOB SITE.
3. REMOVE THE EXISTING GUTTERS & THE EXISTING DOWN SPOUT.
4. REMOVE THE EXISTING HVAC AND ANY OTHER ROOFING FIXTURES
5. REMOVE ALL EXISTING ROOFING THE HVAC & OTHER ROOFING FIXTURES
6. AFTER CONFIRMING THE OTHER ROOF STUFFS REMOVED, REMOVE THE STUFFS
7. REMOVE THE THE EXISTING WOOD BLOCK FOR ROOF EDGE
8. NEW INSTALL THE WOOD BLOCK FOR EP ROOF RIDGE AFTER CONFIRMING NEW SLOPE WITH THE NEW TAPERED ISO
9. REMOVE THE EXISTING GUTTERS & SPOUTS
10. INSTALL THE NEW GUTTERS & SPOUTS
11. INSTALL THE NEW CANT STRIP FOR DRAINING.
12. INSTALL THE NEW CANT STRIP WITH THE MEMBRANE AT THE PERIMETER
13. INSTALL NEW COP AT THE NEW PARAPETS.
14. COVER WITH THE DETAIL MEMBRANE AT THE EXISTING CURBS & PIPE JACKS SURROUND
15. AFTER COMPLETION THE ROOF WORKS, CHECK AND REPAIR THE DAMAGED AREA WITH OTHER WORKERS.
16. GC CONFIRM THE ROOFING AND MUST HAVE THE WARRANTY FROM THE ROOF SUB CONTRACTOR A YEAR.

GENERAL NOTES
1. GENERAL CONTRACTOR & SUBCONTRACTORS SHALL VERIFY THE SCOPE OF WORKS
2. GC AND SUB CONTRACTORS SHALL VERIFY DIMENSIONS AFTER CONFIRMING THE JOB SITE.
3. GC DOES NOT FOLLOW THIS DIMENSION, MUST VERIFY THE DIMENSION OF THE JOB SITE.
4. THIS SCOPE OF WORK IS ONLY EXTERIOR FACADE REMODELING.
5. GC CONFIRM THE EXISTING ROOF STUFFS EXCEPT THE EXISTING ROOF METAL SHEETING.
6. IF GC REQUIRES SOME THE EXISTING ROOFING FIXTURE, PLEASE CONTACT IT WITH THE ARCHITECT OR THE OWNER.
7. IF GC HAS ANY QUESTION S OF THE WORKS, SHALL CONFIRM ARCHITECT OR ENGINEER .

GENERAL NOTES OF SCOPE WORKS
1. EXTERIOR FACADE REMODELING.
2. SHALL VERIFY THE JOB SITE .
3. SHALL CONFIRM THE PACKAGE OF CIVIL & ARCHITECTURAL & STRUCTURE DRAWINGS.

1 ROOF PLAN
1/16" = 1'-0"

GOOD SEED
CONSULTING, INC.

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EMAIL
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FACADE REMODELING

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faizan@ dolaniinvestments.com

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Issue for Construction
Revisions:

#	DATE	COMMENTS

REGISTERED ARCHITECT
M. RIZVI
STATE OF TEXAS
1-11-23

ARCHITECTURAL SET

ROOF PLAN

001 AS SHOWN
RK APR / 2023

A-1.01

1 of 1

2 SOUTH ELEVATION - EXISTING

3/16"=1'-0"

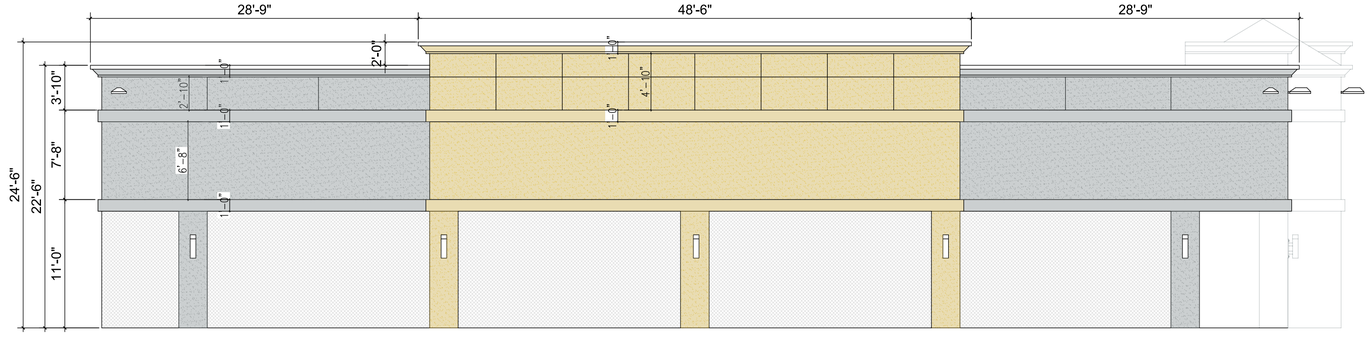
EXTERIOR WALL AREA SCHEDULE					
NO	ELEVATION	DESCRIPTION	DETAIL	AMOUNT SF.	%
1	SOUTH	TOTAL	EXTERIOR WALL	1518	
			STUCCO	1197	78.8
			EIFS MOULD	321	21.2

* THE MATERIAL LEGEND IS TO BE SHOWN
THE PROPOSED MATERIAL AND COLOR SCHEME WITH THE ACTUAL MATERIAL MODEL NUMBER

EIFS MOULD & WALL BASE

NOT SCOPE WORK AREA

STUCCO



1 SOUTH ELEVATION -PROPOSED

3/16"=1'-0"

GOOD SEED
CONSULTING, INC.

2858 WALNUT HILL LN
SUITE 470 DALLAS, TX 75229
TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME :
FAIZAN DOLANI
/DOLANI INVESTMENT LLC.

ADDRESS :
2230 JOE FIELD RD.
DALLAS,TX75229

TEL - 469-358 2758
469 855 4068

E MAIL :
faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT
KEITH M. RITCHIE
13888
STATE OF TEXAS
1-11-23

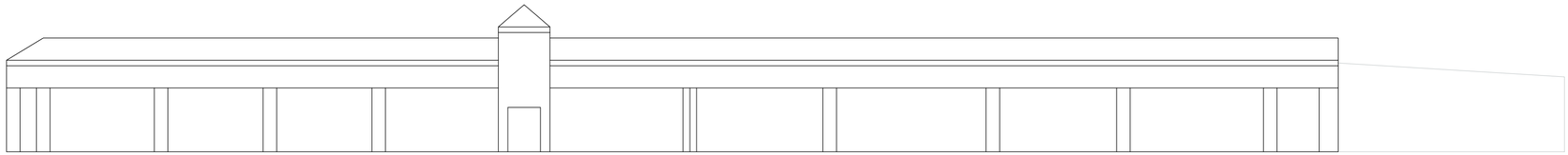
ARCHITECTUAL SET

ELEVATION

001 AS SHOWN
RK APRIL / 2023

A-2.00

1 of 1

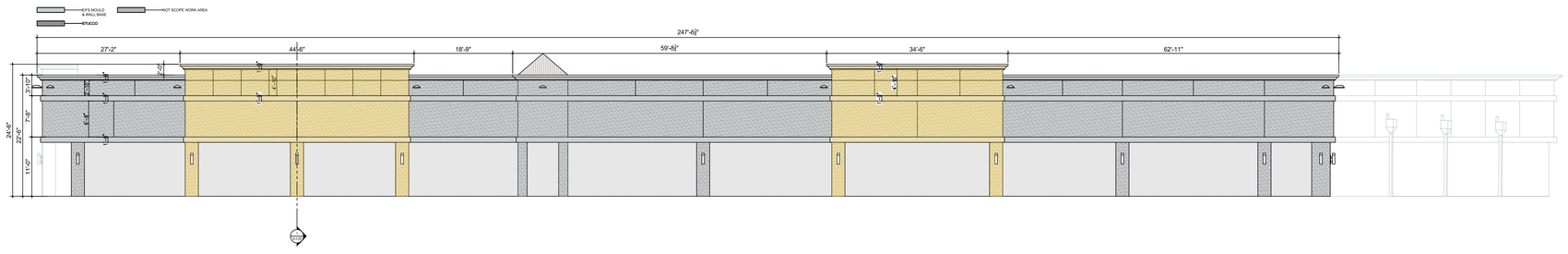


2 EAST ELEVATION - EXISTING

3/32"=1'-0"

* THE MATERIAL LEGEND IS TO BE SHOWN
THE PROPOSED MATERIAL AND COLOR SCHEME WITH THE ACTUAL MATERIAL MODEL NUMBER

EXTERIOR WALL AREA SCHEDULE					
NO	ELEVATION	DESCRIPTION	DETAIL	AMOUNT SF.	%
1	EAST	TOTAL	EXTERIOR WALL	3513	
			STUCCO	2763	78.6
			EIFS MOULD	750	21.4



1 EAST ELEVATION -PROPOSED

3/32"=1'-0"

GOOD SEED
CONSULTING, INC.

2858 WALNUT HILL LN
SUITE 470 DALLAS, TX 75229
TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME :
FAIZAN DOLANI
/DOLANI INVESTMENT LLC.

ADDRESS :
2230 JOE FIELD RD.
DALLAS,TX75229

TEL - 466-358 2758
469 855 4068

E MAIL :
faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT
RAMIN KAZEMI
13988
STATE OF TEXAS
1-11-23

ARCHITECTUAL SET

ELEVATION

001 AS SHOWN
RK APR / 2023

A-2.01

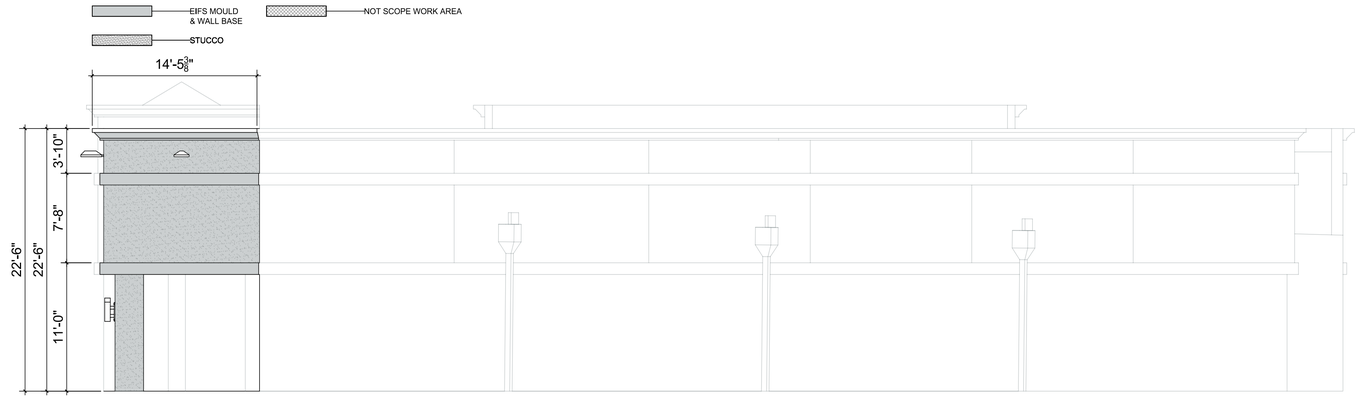
1 of 1

2 NORTH ELEVATION - EXISTING

1/8"=1'-0"

EXTERIOR WALL AREA SCHEDULE					
NO	ELEVATION	DESCRIPTION	DETAIL	AMOUNT SF.	%
1	NORTH-1	TOTAL	EXTERIOR WALL	195	
			STUCCO	150	76.9
			EIFS MOULD	45	23,1

* THE MATERIAL LEGEND IS TO BE SHOWN
THE PROPOSED MATERIAL AND COLOR SCHEME WITH THE ACTUAL MATERIAL MODEL NUMBER



1 NORTH-1 ELEVATION -PROPOSED

3/16"=1'-0"

GOOD SEED
CONSULTING, INC.

2858 WALNUT HILL LN
SUITE 470 DALLAS, TX 75229
TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME :
FAIZAN DOLANI
/DOLANI INVESTMENT LLC.

ADDRESS :
2230 JOE FIELD RD.
DALLAS,TX75229

TEL - 469-358 2758
469 855 4068

E MAIL :
faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT
RAMIN KOUCHKEBAGHI
#18008
STATE OF TEXAS
1-11-23

ARCHITECTUAL SET

ELEVATION

001 AS SHOWN
RK APR / 2023

A-2.02

1 of 1

GOOD
SEED
CONSULTING, INC.

2858 WALNUT HILL LN
SUITE 470 DALLAS, TX 75229
TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME :
FAIZAN DOLANI
/DOLANI INVESTMENT LLC.

ADDRESS :
2230 JOE FIELD RD.
DALLAS,TX75229

TEL - 468-358 2758
469 855 4068

E MAIL :
faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT
M. DOLANI
13809
STATE OF TEXAS
1-11-23

ARCHITECTUAL
SET

ELEVATION

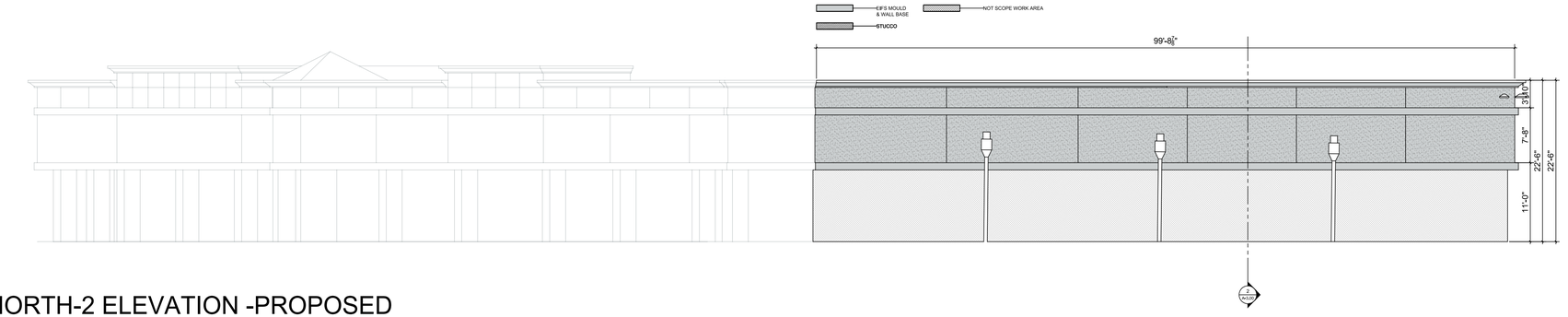
001 AS SHOWN
RK APR / 2023

A-2.03

1 of 1

* THE MATERIAL LEGEND IS TO BE SHOWN
THE PROPOSED MATERIAL AND COLOR SCHEME WITH THE ACTUAL
MATERIAL MODEL NUMBER

EXTERIOR WALL AREA SCHEDULE					
NO	ELEVATION	DESCRIPTION	DETAIL	AMOUNT SF.	%
1	NORTH-2	TOTAL	EXTERIOR WALL	1249	
			STUCCO	949	75.9
			EIFS MOULD	300	24.1



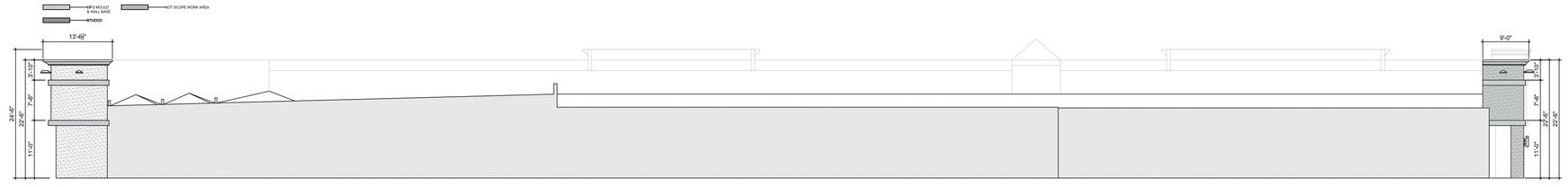
1 NORTH-2 ELEVATION -PROPOSED
1/8"=1'-0"

2 WEST ELEVATION - EXISTING

1/8"=1'-0"

* THE MATERIAL LEGEND IS TO BE SHOWN
THE PROPOSED MATERIAL AND COLOR SCHEME WITH THE ACTUAL MATERIAL MODEL NUMBER

EXTERIOR WALL AREA SCHEDULE					
NO	ELEVATION	DESCRIPTION	DETAIL	AMOUNT SF.	%
1	SOUTH	TOTAL	EXTERIOR WALL	357	
			STUCCO	288	80.6
			EIFS MOULD	69	19.4



1 WEST ELEVATION -PROPOSED

3/32"=1'-0"

GOOD SEED
CONSULTING, INC.

2858 WALNUT HILL LN
SUITE 470 DALLAS, TX 75229
TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME :
FAIZAN DOLANI
/DOLANI INVESTMENT LLC.

ADDRESS :
2230 JOE FIELD RD.
DALLAS,TX75229

TEL - 468-358 2758
469 855 4068

E MAIL :
faizan@
dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT
M. DOLANI
1888
STATE OF TEXAS
1-11-23

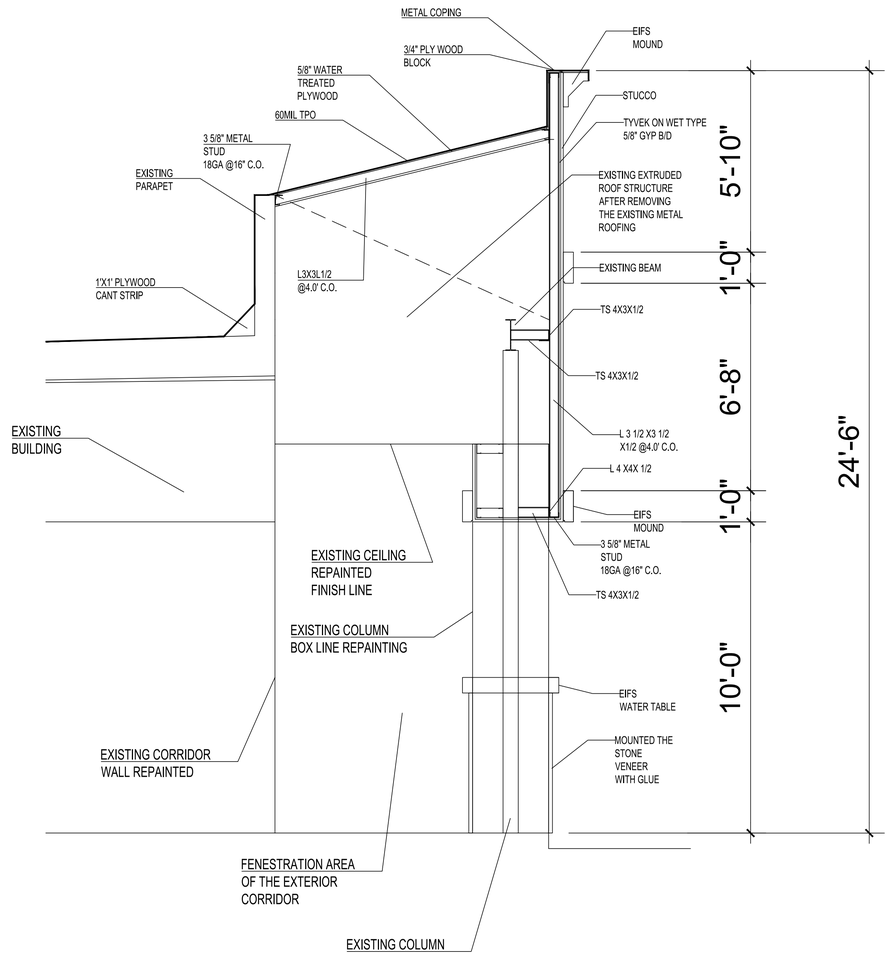
ARCHITECTUAL SET

ELEVATION

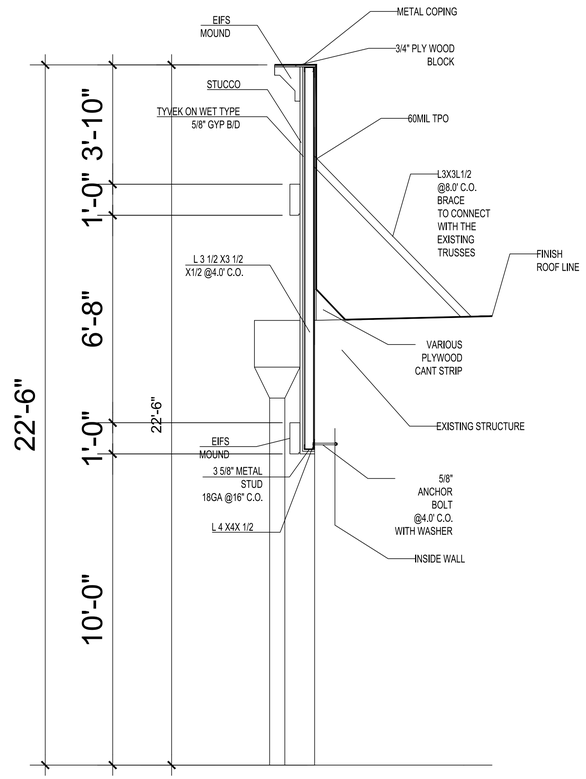
001 AS SHOWN
RK APR / 2023

A-2.04

1 of 1



1 SECTION
1/2" = 1'-0"



2 SECTION
1/2" = 1'-0"

GOOD SEED
CONSULTING, INC.

2858 WALNUT HILL LN
SUITE. 470 DALLAS, TX 75229
TEL 469-900-5326
EMAIL
goodseedconsultingrk@gmail.com

PROJECT NAME
CAMP WISDOM PLAZA
FACADE REMODELING

PROJECT LOCATION
511 E CAMP WISDOM RD.
DUNCANVILLE,TX 75116

OWNER NAME
NAME
FAIZAN DOLANI /DOLANI INVESTMENT LLC.
ADDRESS
2230 JOE FIELD RD.
DALLAS,TX75229
TEL. 469-359-2758
469 855 4068
E MAIL
faizan@ dolaniinvestments.com

Issue for Permit Application:		
Issue for Construction		
Revisions:		
#	DATE	COMMENTS

REGISTERED ARCHITECT W. DOTSON 19886 STATE OF TEXAS
1-11-23

ARCHITECTUAL SET

WALL SECTION

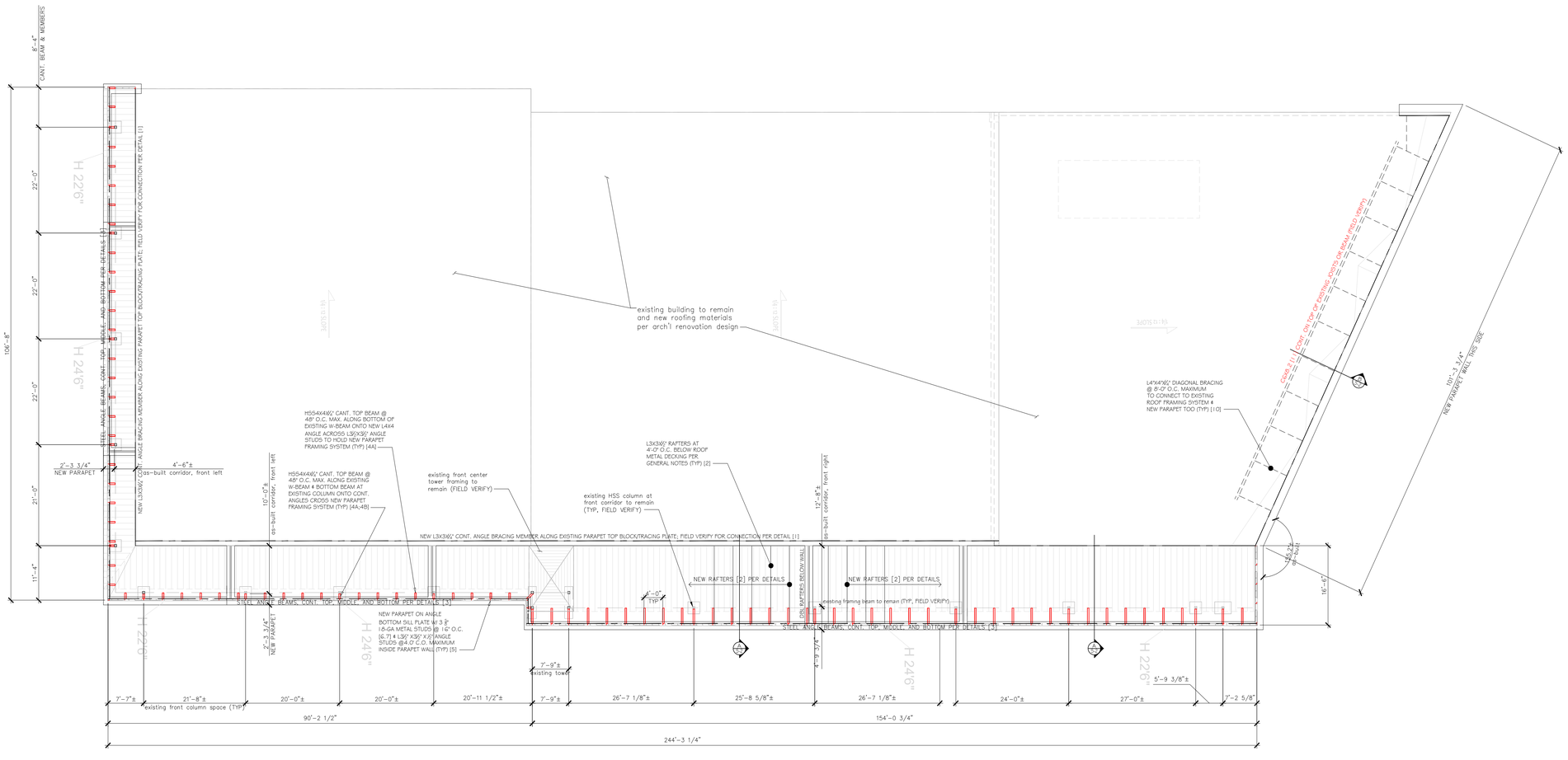
001 AS SHOWN
RK APR/ 2023

A-3.00

1 of 1

PLAN NOTES:

1. FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS OF THE AS-BUILT STRUCTURE & FACADE PRIOR TO ANY DEMOLITION AND NEW CONSTRUCTION.
2. CONTRACTORS SHALL PROVIDE ALL NECESSARY AND REQUIRED TEMPORARY BRACING, SHORING, BLOCKING, AND SUPPORTING NEEDS TO EXISTING STRUCTURAL SYSTEM AT/AROUND WORKING AREAS PER CURRENT LOCAL 2015 IBC BUILDING CODE AND THE CITY'S REQUIREMENTS.
3. THE TEMPORARY SHORING SYSTEM SHALL BE DESIGNED AND SIGNED AND SEALED BY A SPECIALTY ENGINEER. CONTRACTOR PREPARE AND SUBMIT SHORING DESIGN TO EOR AND THE CITY FOR REVIEW AND APPROVAL UPON REQUEST PRIOR TO NEW CONSTRUCTION.



1 FACADE FRAMING/BRACING RENOVATION PLAN

SCALE: 3/32"=1'-0"

STRUCTURAL ENGINEERS, LLC
◆ Consulting ◆ Planning
◆ Design ◆ Forensic Evaluation
◆ Construction Support
400 Century Pkwy
Suite #250
Allen, TX 75013
Email: steven_bai85@yahoo.com

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STRUCTURAL DESIGN FOR:

RETAIL BUILDING FACADE RENOVATION
FAIR NORTH SHOPPING CENTER

511 E CAMP WISDOM RD., DUNCANVILLE, TEXAS 75116

SEAL: 04/21/2023

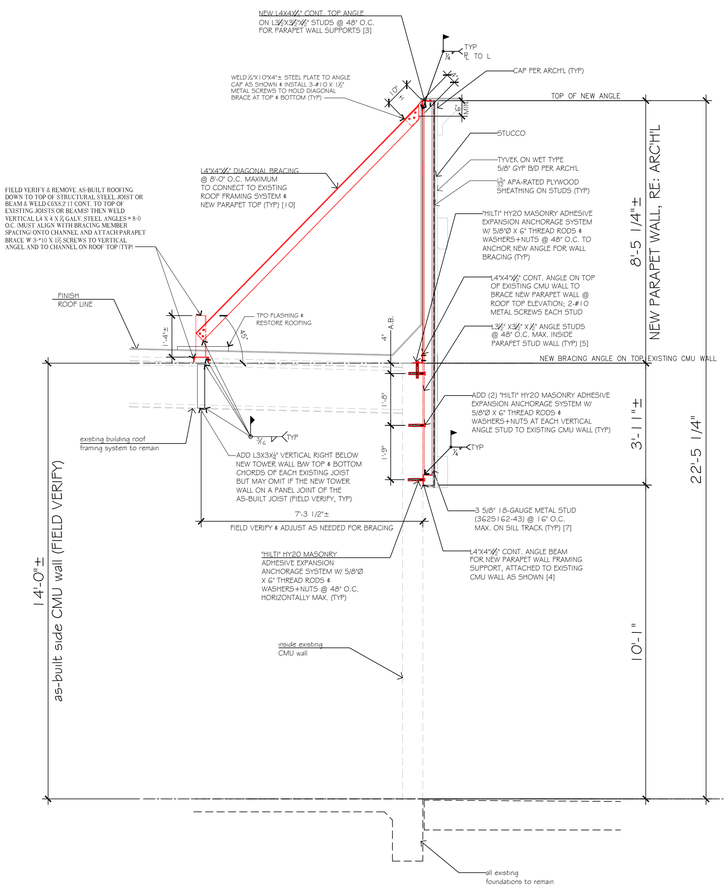
STATE OF TEXAS
XUESONG BAI
89538
REGISTERED PROFESSIONAL ENGINEER

REGISTRATION: #F-10842

NO.	DATE	DESCRIPTIONS

ISSUE FOR PERMIT
04-21-2023
PROJECT NUMBER
2023-B045-01
FACADE FRAMING RENOVATOIN PLAN
SHEET
S-1

Exhibit "B"



B **SECTION & DETAILS - PARAPET SIDE**
SCALE: 1/2"=1'-0"

A **SECTION & DETAILS - FACADE RENOVATION**
SCALE: 1/2"=1'-0"

B C STRUCTURAL ENGINEERS, LLC
◆ Consulting ◆ Planning
◆ Design ◆ Forensic Evaluation
◆ Construction Support
400 Century Pkwy
Suite #250
Allen, TX 75013
Email: steven_bai85@yahoo.com

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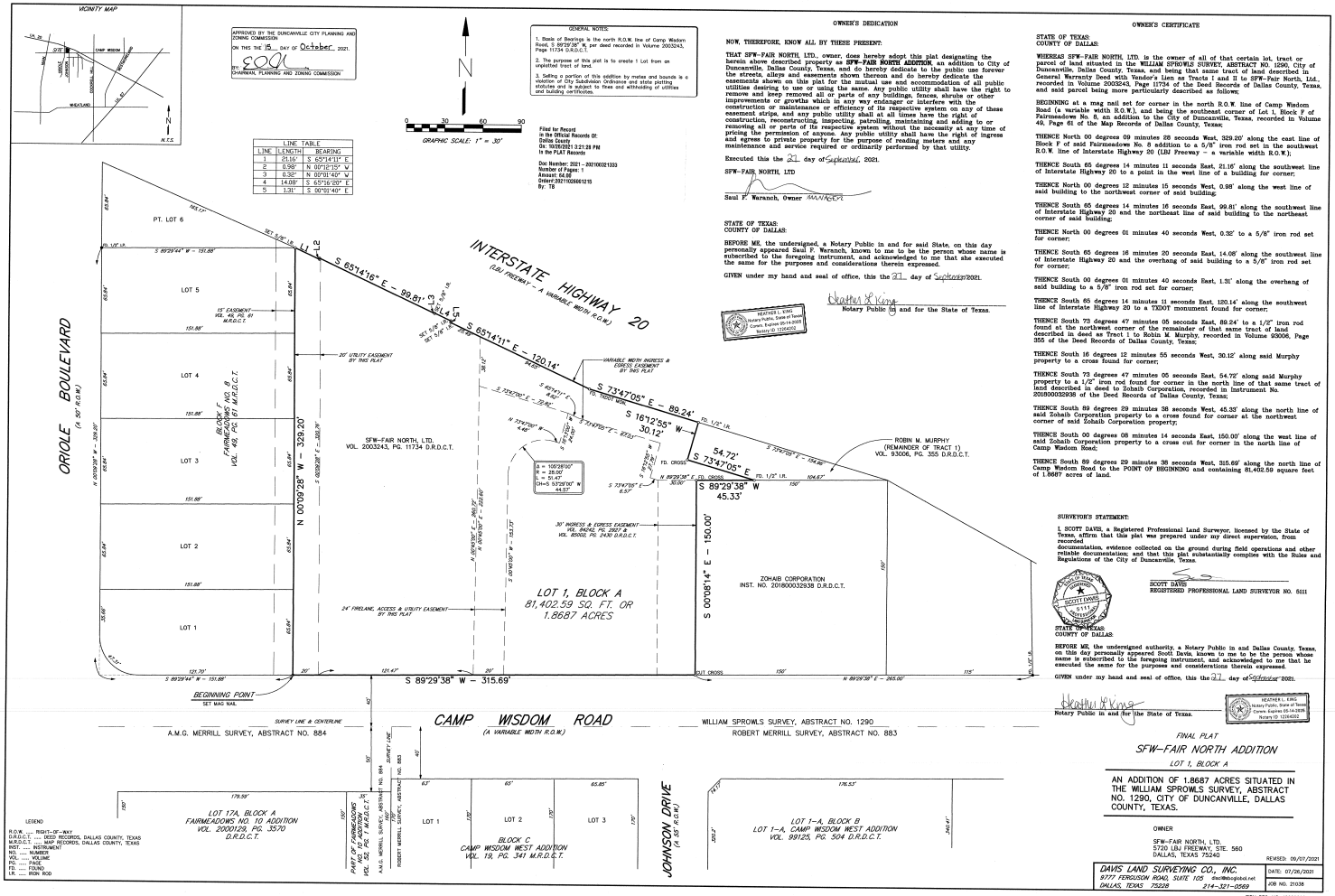
STRUCTURAL DESIGN FOR:
RETAIL BUILDING FACADE RENOVATION
FAIR NORTH SHOPPING CENTER
511 E CAMP WISDOM RD., DUNCANVILLE, TEXAS 75116

SEAL: 04/21/2023
STATE OF TEXAS
XUESONG BAI
89538
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION: # F-10842

NO.	DATE	DESCRIPTIONS

ISSUE FOR PERMIT
04-21-2023
PROJECT NUMBER
2023-B045-01
SECTIONS & DETAILS
SHEET
S-2


VICINITY MAP
APPROVED BY THE DUNCANVILLE CITY PLANNING AND ZONING COMMISSION
ON THIS THE 15 DAY OF October 2021.
BY: CHAIRMAN, PLANNING AND ZONING COMMISSION
GENERAL NOTES:
1. Basis of Bearings is the north R.O.W. line of Camp Wisdom Road, S 89°29'38" W, per deed recorded in Volume 2003243, Page 11734 D.R.D.C.T.
2. The purpose of this plat is to create 1 Lot from an unplatted tract of land.
3. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
GRAPHIC SCALE: 1" = 30'
Filed for Record in the Official Records Of: Dallas County
On: 10/06/2021 2:21:28 PM
In the PLAT Records
Doc Number: 2021 - 202100321333
Number of Pages: 1
Amount: 64.00
Clerk: 2021102666121S
By: TB
LINE TABLE
LINE | LENGTH | BEARING
L1 | 21.16' | S 65°14'11" E
L2 | 0.98' | N 00°12'15" W
L3 | 0.32' | N 00°01'40" W
L4 | 14.08' | S 65°15'20" E
L5 | 1.31' | S 00°01'40" E
INTERSTATE HIGHWAY 20
(US FREEWAY - A VARIABLE WIDTH R.O.W.)
ORIOLE BOULEVARD
(A 50' R.O.W.)
CAMP WISDOM ROAD
(A VARIABLE WIDTH R.O.W.)
JOHNSON DRIVE
(A 55' R.O.W.)
BLOCK F FAIRMEADOWS NO. 8 VOL. 49, PG. 61 M.R.D.C.T.
SFW-FAIR NORTH, LTD. VOL. 2003243, PG. 11734 D.R.D.C.T.
ROBIN M. MURPHY (REMAINDER OF TRACT 1) VOL. 93006, PG. 355 D.R.D.C.T.
ZOHAIR CORPORATION INST. NO. 201800032938 D.R.D.C.T.
LOT 1, BLOCK A
81,402.59 SQ. FT. OR
1.8687 ACRES
BEGINNING POINT
SET MAG NAIL
LOT 17A, BLOCK A FAIRMEADOWS NO. 10 ADDITION VOL. 20001129, PG. 3570 D.R.D.C.T.
BLOCK C CAMP WISDOM WEST ADDITION VOL. 19, PG. 341 M.R.D.C.T.
LOT 1-A, BLOCK B
LOT 1-A, CAMP WISDOM WEST ADDITION VOL. 99125, PG. 504 D.R.D.C.T.
A.M.G. MERRILL SURVEY, ABSTRACT NO. 884
WILLIAM SPROWLS SURVEY, ABSTRACT NO. 1290
ROBERT MERRILL SURVEY, ABSTRACT NO. 883
LEGEND
R.O.W. ..... RIGHT-OF-WAY
D.R.D.C.T. ..... DEED RECORDS, DALLAS COUNTY, TEXAS
M.R.D.C.T. ..... MAP RECORDS, DALLAS COUNTY, TEXAS
INST. ..... INSTRUMENT
NO. ..... NUMBER
VOL. ..... VOLUME
PG. ..... PAGE
FD. ..... FOUND
I.R. ..... IRON ROD
OWNER'S DEDICATION
NOW, THEREFORE, KNOW ALL BY THESE PRESENT:
THAT SFW-FAIR NORTH, LTD., owner, does hereby adopt this plat designating the herein above described property as SFW-FAIR NORTH ADDITION, an addition to City of Duncanville, Dallas County, Texas, and do hereby dedicate to the public use forever the streets, alleys and easements shown thereon and do hereby dedicate the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, shrubs or other improvements or growths which in any way endanger or interfere with the construction or maintenance or efficiency of its respective system on any of these easement strips, and any public utility shall at all times have the right of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective system without the necessity at any time of procing the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.
Executed this the 21 day of September, 2021.
SFW-FAIR NORTH, LTD
Saul F. Warsaw, Owner MANAGER
STATE OF TEXAS:
COUNTY OF DALLAS:
BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Saul F. Warsaw, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.
GIVEN under my hand and seal of office, this the 21 day of September 2021.
Notary Public in and for the State of Texas.
OWNER'S CERTIFICATE
STATE OF TEXAS:
COUNTY OF DALLAS:
WHEREAS SFW-FAIR NORTH, LTD. is the owner of all of that certain lot, tract or parcel of land situated in the WILLIAM SPROWLS SURVEY, ABSTRACT NO. 1290, City of Duncanville, Dallas County, Texas, and being that same tract of land described in General Warranty Deed with Vendor's Lien as Tracts I and II to SFW-Fair North, Ltd., recorded in Volume 2003243, Page 11734 of the Deed Records of Dallas County, Texas, and said parcel being more particularly described as follows:
BEGINNING at a mag nail set for corner in the north R.O.W. line of Camp Wisdom Road (a variable width R.O.W.), and being the southeast corner of Lot 1, Block F of Fairmeadows No. 8, an addition to the City of Duncanville, Texas, recorded in Volume 49, Page 61 of the Map Records of Dallas County, Texas;
THENCE North 00 degrees 09 minutes 28 seconds West, 329.20' along the east line of Block F of said Fairmeadows No. 8 addition to a 5/8" iron rod set in the southwest R.O.W. line of Interstate Highway 20 (LBJ Freeway - a variable width R.O.W.);
THENCE South 65 degrees 14 minutes 11 seconds East, 21.16' along the southwest line of Interstate Highway 20 to a point in the west line of a building for corner;
THENCE North 00 degrees 12 minutes 15 seconds West, 0.98' along the west line of said building to the northwest corner of said building;
THENCE South 65 degrees 14 minutes 16 seconds East, 99.81' along the southwest line of Interstate Highway 20 and the northeast line of said building to the northeast corner of said building;
THENCE North 00 degrees 01 minutes 40 seconds West, 0.32' to a 5/8" iron rod set for corner;
THENCE South 65 degrees 16 minutes 20 seconds East, 14.08' along the southwest line of Interstate Highway 20 and the overhang of said building to a 5/8" iron rod set for corner;
THENCE South 00 degrees 01 minutes 40 seconds East, 1.31' along the overhang of said building to a 5/8" iron rod set for corner;
THENCE South 65 degrees 14 minutes 11 seconds East, 120.14' along the southwest line of Interstate Highway 20 to a TXDOT monument found for corner;
THENCE South 73 degrees 47 minutes 05 seconds East, 89.24' to a 1/2" iron rod found at the northwest corner of the remainder of that same tract of land described in deed as Tract 1 to Robin M. Murphy, recorded in Volume 93006, Page 355 of the Deed Records of Dallas County, Texas;
THENCE South 16 degrees 12 minutes 55 seconds West, 30.12' along said Murphy property to a cross found for corner;
THENCE South 73 degrees 47 minutes 05 seconds East, 54.72' along said Murphy property to a 1/2" iron rod found for corner in the north line of that same tract of land described in deed to Zohaib Corporation, recorded in Instrument No. 201800032938 of the Deed Records of Dallas County, Texas;
THENCE South 89 degrees 29 minutes 38 seconds West, 45.33' along the north line of said Zohaib Corporation property to a cross found for corner at the northwest corner of said Zohaib Corporation property;
THENCE South 00 degrees 08 minutes 14 seconds East, 150.00' along the west line of said Zohaib Corporation property to a cross cut for corner in the north line of Camp Wisdom Road;
THENCE South 89 degrees 29 minutes 38 seconds West, 315.69' along the north line of Camp Wisdom Road to the POINT OF BEGINNING and containing 81,402.59 square feet or 1.8687 acres of land.
SURVEYOR'S STATEMENT:
I, SCOTT DAVIS, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the City of Duncanville, Texas.
SCOTT DAVIS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5511
STATE OF TEXAS:
COUNTY OF DALLAS:
BEFORE ME, the undersigned authority, a Notary Public in and Dallas County, Texas, on this day personally appeared Scott Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.
GIVEN under my hand and seal of office, this the 21 day of September 2021.
Notary Public in and for the State of Texas.
FINAL PLAT
SFW-FAIR NORTH ADDITION
LOT 1, BLOCK A
AN ADDITION OF 1.8687 ACRES SITUATED IN THE WILLIAM SPROWLS SURVEY, ABSTRACT NO. 1290, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.
OWNER
SFW-FAIR NORTH, LTD.
5720 LBJ FREEWAY, STE. 560
DALLAS, TEXAS 75240
REVISED: 09/07/2021
DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 103
DALLAS, TEXAS 75228
214-321-0569
DATE: 07/28/2021
JOB NO. 21038
FIRM REG. NO. 10009600

FAIR NORTH SHOPPING CENTER _ Faizan Dolani

FAIR NORTH SHOPPING CENTER

FAIR NORTH SHOPPING CENTER

FAIR NORTH SHOPPING CENTER

FAIR NORTH SHOPPING CENTER

FAIR NORTH SHOPPING CENTER

FAIR NORTH SHOPPING CENTER

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a resolution authorizing approval of an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to LDG SRV Holding, LLC dba: Lucent Dental Group, in an amount not to exceed $31,000.00 for a building located at 607 N. Cedar Ridge Dr., Duncanville, Texas, 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Clay Mansell, MPA; Economic Development Administrator

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:

The application by Lucent Dental Group was approved by the DCEDC on August 28, 2023, for an incentive grant totaling $31,000.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$31,000.00	$2,231,000.00

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-100 - DCEDC Grant - Lucent Dental Group -- 607 N. Cedar Ridge Drive - Pdf (1)

RESOLUTION NO. 2023-100

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 LDG SRV HOLDING, LLC DBA: LUCENT DENTAL GROUP, IN THE AMOUNT OF $31,000, FOR A BUILDING LOCATED AT 607 N. CEDAR RIDGE DRIVE, DUNCANVILLE, TEXAS, 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Lucent Dental Group, occupies the building located at 607 N. Cedar Ridge Drive, Duncanville, Texas, 75116; and

WHEREAS, Lucent Dental Group, intends to improve the exterior pavement to bring the property of Lucent Dental Group, 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, $31,000; and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Lucent Dental Group for reimbursement of exterior pavement improvements in an amount not to exceed thirty-one thousand dollars ($31,000), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "B"

Incentives & Grants Assistance Application

Property Owner LDG SRV Holding LLC
Mailing Address 607 N. Cedar Ridge Rd
City Duncanville State & Zip TX, 75116
Phone 214-493-1216 Fax 214-292-8661 Email nabtahi@hotmail.com

Project Representative Barclay Construction Group
Mailing Address P.O. Box 1208
City Cedar Hill State & Zip TX, 75106
Phone 972-293-1689

Business Name LDG SRV Holding LLC
Property Address 607 N Cedar Ridge Rd, Duncanville, TX 75116
Will You Lease or Own the Property? Own Legal Incorporation (Sole Proprietor, LLC, etc)
Type of Business Healthcare Management Years in Business 11
Business Plan and Portfolio Available? No (If yes, please attach)

Project Description

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

Fiscal Impact / Financial Background
Current Real Property Value $ 800,000
Estimated Property Investment (if applicable) $
Current Sales / Gross Receipts / Revenue Generated $ 814,132.08
Additional Revenue to be Generated from Business Expansion (if applicable) $
Sales Growth Expectations: Year One Year Two Year Three
Projected Total Annual Operating Budget of this Facility $
Business Liabilities $ 942,377.99
What infrastructure construction would be required?

Interior Investments $ Exterior Investments $

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 48 Total Annual Payroll $ 1,910,174.12
Type of Jobs Created Administrative
Percentage of Employees who will be Duncanville Residents 17%
Number of Full-time Employees 45 Number of Part-time Employees 3

EXHIBIT "B"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "B"

☐ **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 $ 31,000

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "B"

☒ **Infrastructure Grant** Amount Requested $ 160,776

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 $ 191,776.00

******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 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 Nina Abtahi **Date** 6-5-2023

Signature Nina Abtahi

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

EXHIBIT "B"

Duncanville, Texas
Economic Development Corporation

Grant Application

LDG SRV HOLDING, LLC

EXHIBIT "B"

LDG SRV HOLDING LLC.
607 North Cedar Ridge Rd
Duncanville, Texas

April 27, 2023

Duncanville Economic Development Corp.
Mr. Augustin Garcia- President
Mr. Clay Mansell, MPA EDC Manager
203 East Wheatland Rd - Suite 201
Duncanville, Texas 75116

Dear Mr. Garcia and Mr. Mansell,

My name is Nina Abtahi and I am the managing director of LDG SRV Holding, LLC located in Duncanville. We are the corporate arm of Lucent Dental who builds, operates and manages dental clinics across Texas. We are expanding and have purchased another building here in Duncanville at 607 North Cedar Ridge Dr. After the purchase we were notified that we need to install a fire sprinkler and fire alarm system and do some pavement improvements. The cost of this makes it cost prohibitive to consider this building for our growth and expansion. It's our hope that we can successfully request and obtain an EDC infrastructure and pavement grant for these expenses.

We have chosen Barclay Construction Group, a local contractor and developer who offices at 411 W. Danieldale Rd here in Duncanville, to help us with the building improvements. We chose Barclay because they have over 33 years of commercial construction experience and they are located in Duncanville. Barclay also (at a much-reduced cost) helped us finish out a not-for-profit dental office on Main Street in Duncanville that was built specifically to offer dental assistance to underprivileged children here in Duncanville.

We have enclosed their proposal with supporting documentation for your review.

EXHIBIT "B"

Below is additional information request by the EDC:

Property Owner	LDG SRV Holding LLC
Property address	607 N. Cedar Ridge Drive
Business name	Lucent Dental Group
Type of business	Healthcare Management
Years in business	11 years
Building size	11,880 s.f.
Current value	$800,000
Current sales	$814,132.08 first quarter 2023
Gross receipts	$2,803,500.00 – 2022
Operating budget of building	$4,500 per month
Business liabilities	$942,377.99
Loan on improvements	$0
Total number of jobs in buildings	48
Total annual payroll	$1,910,174.12
Jobs created	48
% Duncanville residents	17%
Full time employees	45
Part time employees	3

Our infrastructure and pavement grant request if for 191,777.00

Thank you for your consideration and please let me know if you have any questions. We love our corporate office here in Duncanville and look forward to many years of success here.

Sincerely,

Nina Abtahi
Managing Partner
(214) 493-1216
(469) 855-6578

BARCLAY
Construction
GROUP

EXHIBIT "B"

P.O. Box 1208
Cedar Hill, TX 75106
Office (972) 293-1689
Fax (972) 572-7694
www.BarclayCustomHomes.com

April 27, 2023

LDG SRV Holding LLC.
Ms. Nina Abtahi – Managing Partner
607 North Cedar Ridge Dr.
Duncanville, Texas 75116
(214) 493-1216
(469) 855-6578

Dear Nina,

Barclay Construction Group is happy to provide pricing for fire sprinkler and paving project on your new building.

Please be aware that these costs are based of site visits and will be contingent on final drawings, engineering and pricing.

Because of our experience, we believe these are good estimates, and there might be possibilities of some savings once we have completed the engineering.

Once we enter into a contract and take your initial deposit, we will start on measuring and mapping the building, and will engage Eyncon Engineering to start the civil engineering for the fire line that Circle H will install.

Fire suppression costs:

$4,962.00	Arrival 3D	Laser scanning building
$11,344.00	AM PM Alarms	Fire security
$64,000.00	Genesis Fire	Fire sprinkler
$7,500.00	Eyncon Engineering	Off site utility engineer
$52,000.00	Circle H	Off site utility contractor
$31,000.00	J&M Paving	Pavement
$20,970.00	Barclay Construction	General contractor

$191,776.00

If you have any questions, please let me know.

Sincerely

Randy Gaubert
President

EXHIBIT "B"

FROM
Martin Frost
Arrival 3D, Inc.
2337 NW 120th Cir
Oklahoma City, OK 73120
arrival3d.com
PHONE
866-687-7784

FOR
Eyncon Engineering
TO
Mark Medina

QUOTE NUMBER
31513
DATE
April 12, 2023
VALID UNTIL
October 8, 2023

3D Laser Scanning & Revit Modeling - N Cedar Ridge Dr, Duncanville, TX

Quotation

Arrival 3D ("A3D") providing this Quotation to the company or individual named in the "For" field above ("Purchaser") with respect to the performance of the services ("Services") and/or the delivery of those items ("Deliverables") set forth below and is subject to the Terms and Conditions contained herein. The terms of this Quotation, including the Terms and Conditions, will become an agreement binding upon both parties upon the execution hereof by A3D and Purchaser; provided such execution occurs before the "Valid Until" date set forth above.

The Services and/or Deliverables to be provided shall be as follows:

EXHIBIT "B"

Scanning - Processing...
1240

4,962.00

3D Onsite Scanning for Reality Capture
Arrival 3D will scan the interior of a building located at 607 N Cedar Ridge Dr, Duncanville, TX 75116.

Client comments: Client requires interior only Floor Plans in .DWG format for AutoCAD.

All scans will be captured grayscale and will not have an RGB color designation to the X,Y,Z coordinates.

Each individual scan will be registered into a common coordinate system and then exported into a .RCP file for use with Autodesk Software.

The point cloud will be on an assumed coordinate system.

A 3D Revit model will be created showing the architectural and visible structural features of the interior. The model will be LOD 200 or greater. 2D Plan and elevations in .DWG format will be created from the Revit model.

Arrival 3D will use a state of the art Leica RTC360 to capture the data..

QA/QC will be performed throughout the data acquisition and model creation.

All travel time and expenses are included in this pricing.

Notes, scanning

Additional requirements may affect the proposed costs and items above.
If the scan crew is delayed on site through no fault of Arrival 3D, or additional mobilization and demobilization of the scan crew from the project site is required, additional fees, including those for travel and accommodations, may be required.
Scan crew will require unimpeded access to the project areas included in this scope in order to complete the proposed service schedule. Partial site visits to accommodate access and scheduling constraints may result in additional fees incurred and an extended project delivery schedule.
Survey will be based on an assumed coordinate system unless specified by the client prior to work.
The 3D laser scanner works on line of sight. Therefore, from any single scanner location there will be scan "shadows" (i.e. data that will not be collected on object s which are hidden from the laser). In order to minimize these shadows, multiple scanner locations will be utilized. It is expected, however, that even with "best effort" there will be areas where some amount of data is unattainable. If specific locations are critical to the project, these areas must be identified in advance to eliminate the potential for missing data in these areas. If there are any areas of the project covered by external material, activities from other workers or overgrown landscaping, there may be a lapse in data.

Exclusions

This proposal is valid for (30) days. Items not specifically identified in the scope of service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:
3D Modeling, 2D Drafting, Additional Research, CAD deliverable creation, Sections /profiles / floorplans, Videos, Animations, etc.

EXHIBIT "B"

Total	**$4,962.00**

Deliverables

2D Floor Plans in .DWG format for AutoCAD from 3D Revit .RVT model.

Alignment

The point cloud will be delivered in an assumed coordinate system. If a specific alignment is desired, or if alignment requirements are changed after the scan is complete, there may be an extra charge.

Schedule

The scanning is expected to take 1 day in the field. After the scan is complete, approximately 7-10 business days are required for registration, modeling and file delivery.

Responsibilities

Purchaser is responsible for providing on-site coordination including access, site safety training, obtaining work permits and assuring timely and continuous access to the site. Arrival 3D requests a camera pass if permitted to document the work. Purchaser is responsible for verification of the results and determining whether they are suitable for your purposes.

Payment Terms

TBD

Additional Terms and Conditions

Arrival 3D Standard Terms & Conditions

Thank you for the opportunity to provide this quote.

Signature

Purchaser

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "B"

RE: Lucent Dental - 607 N. Cedar Ridge Drive, Duncanville, Tx. - Barclay Construction Group

From: Mark Medina (mmedina@eyncon.com)

To: rgaubert@flash.net; tnt1785@hotmail.com

Cc: smedina@eyncon.com

Date: Friday, April 21, 2023 at 06:56 AM PDT

Randy,
Please give me a call when you have a minute. The rough estimate on the work you need for the project is $6,000-$7,500. The engineer for Duncanville will not be back in the office till Monday. I am unsure about the Vault question until he returns.

I will be out of the office April 26-28. I will return on May 1st

Regards,

Mark Medina
Ofc 469.478.3033
Mbl 972.567.4682
Firm # F-16663
Ennis, TX
https://constructionengineer.co/

Eyncon
ENGINEERING & SURVEYING

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From: Mark Medina

EXHIBIT "B"

Sent: Wednesday, April 19, 2023 9:35 AM
To: Randy Gaubert <rgaubert@flash.net>; Tim Crandall <tnt1785@hotmail.com>
Subject: RE: Lucent Dental - 607 N. Cedar Ridge Drive, Duncanville, Tx. - Barclay Construction Group

Randy,

I talked to the city of Duncanville this morning. The water line is a 12" line under the center lane of your side of the street. There is approximately 18' of asphalt to get to it. I am waiting on the city to send me their specs/details for the connection.

Regards,

Mark Medina

Ofc 469.478.3033

Mbl 972.567.4682

Firm # F-16663

Ennis, TX

https://constructionengineer.co/

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ENGINEERING & SURVEYING

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EXHIBIT "B"

Circle H Contractors
P.O. Box 220
Midlothian, TX 76065
Phone 972-723-0802 Fax 972-723-5308

CIRCLE H CONTRACTORS L.P.
BORING & UTILITIES

PROPOSAL

Date: April 24, 2023
To: Tim Crandall
From: Circle H Contractors
Re: **Lucent Dental Budget Numbers**

WATER

Qty		Description	Unit Price	Total
92	LF	6" DR-14 WATERLINE	$ 100.00	$ 9,200.00
1	EA	12"X6" TAPPING SLEEVE & VALVE	$ 5,000.00	$ 5,000.00
1	EA	6" FIRE RISER	$ 5,000.00	$ 5,000.00
1	LS	R&R ASPHALT ROAD	$ 8,000.00	$ 8,000.00
1	EA	6" DDC IN VAULT	$ 20,000.00	$ 20,000.00
TOTAL WATER				**$ 47,200.00**

GENERAL CONDITIONS

Qty		Description	Unit Price	Total
1	EA	MOBILIZATION	$ 1,300.00	$ 1,300.00
1	LS	TRAFFIC CONTROL	$ 3,500.00	$ 3,500.00
TOTAL GENERAL CONDITIONS				**$ 4,800.00**

TOTAL PROPOSAL **$ 52,000.00**

Proposal prepared by Bobby Robertson

Includes: Mobilization,Trench Safety & Testing.
Excludes: P&P Bonds, Permits, Meter/Impact Fees, Density Testing, Landscape or Irrigation Repairs,Downspout/Roof drain Connections, Tree Removal, Haul Off, Fence R&R, or Any Item Not Listed Above.

The Contractor shall be entitled to an extension of the Agreement time and an equitable adjustment of the Agreement Sum due to (i) a delay to Contractor's Work, or (ii) escalating costs of materials, suppliers, or equipment in the event either (i) or (ii) is due to no fault or responsibility of the Contractor. Contractor will employ commercially reasonable efforts to mitigate such cost escalations in consultation with the Contractor.

EXHIBIT "B"

GENESIS FIRE
330 W Simonds Rd.
Seagoville, TX 75159
972.287.9836
www.genesisfire.com

4-17-23

To: Barclay
Attn: Randy

Re: 607 N Cedar Ridge
Duncanville TX

Fire sprinklers

Gentlemen,

We have prepared our estimates and are pleased to offer this proposal for your consideration.

Scope of work: Furnish and install alterations to the wet fire sprinkler system. System design and installation shall conform to NFPA 13 and the city fire codes. Included: pipe, fittings, hangers, sprinklers in exposed areas to be bronze uprights, sprinklers in ceiling areas to be concealed white pendent. Our scope begins at 1' AFF in riser room.

Base Bid this is a not to exceed price $ 64,000.00

Included in the price above is a fee for plans and permits for fire sprinkler of $5,000.00

Once the design is completed we can re-price the project bason on the approved design and should be able to save the owner some money.

This price is based on access, provided by others, for piping installation.

Exclude: Bonds, under ground pipe, asbestos abatement, fire pump, cutting and patching, electrical connections, off hours work, centering of sprinklers in ceiling tiles, Raising or lowering existing piping, adequate water supply must be supplied by owner.

Sincerely,

Jeremy J. Moore
Project Manager

This bid may be withdrawn if not accepted within 30 days.

AM-PM Alarms, LLC
901 Stone Trail Drive EXHIBIT "B"
Plano, Texas 75023
844-544-2676 (AMPM)
903-681-0062 (Cell)
www.ampmalarms.com

Advisement #:
Date: 1/25/2023
Revision Date:

TO:
Nina Abtahi & Kristen Gilbert
607 North Cedar Ridge
Duncanville, Texas 75116
Tyler, Texas 75713
(v) 682.554.8130 (c) 214.493.1216
(f)
nbtahi@hotmail.com & kristen@aalmain.com

PROJECT: Office Fire Alarm
Duncanville Office
607 North Cedar Ridge Dr.
Duncanville, Texas 75116

FIRE ALARM BUISNESS
City Of Duncanville Esther Wright Sr. Code Enforcement Officer
Office: 972.780.4962 c. 214.906.3685 email: ewright@duncanville.com

SCOPE OF WORK:

1. Installation all equipment, materials, labor necessary to design and provide the installation of wet pipe per NFPA 13 Occupancy (Office Building) in the City of Duncanville Texas.

2. Price covers our interpretation of the plans, specifications, addendums, and state and local codes of a two (2) story building.

3. Submit all plans, hydraulic information for approval by the City of Duncanville, Texas.

4. Our work will start inside the project at a flange, (1'AFF) and based on providing a wet system for the conditioned areas per NFPA 13.

5. All piping will be designed per NFPA 13.

6. Sprinkler Riser with Waterflow Switch and Valve Tamper. Shotgun Riser will be schedule 10 and 40 black steel pipes with grooved fittings.

7. All Fire Sprinkler Heads in Light Hazard Space will be 1/2 155* Quick Response.

8. All material shall be UL or FM listed for automatic fire sprinkler systems. Perform Required Inspection w/The Local Authority Having Jurisdiction.

9. Sleeving, fire caulking, trim, nail plates, spare head boxes w/wrenches in riser rooms, and signage per NFPA.

10. Our monthly billings of materials, either installed, in transit or stored at an agreed-on site, as well as labor performed and drawings submitted, will be processed when approved and 50% payment is due and progresive billing to follow.

EXCLUSIONS:

A. Price listed is based on Scope of Work as identified on the plans provided. Existing areas outside of scope shown are excluded.
B. If additional sprinkler heads are to be relocated due to lighting or any other items, shall be done as a change order addition.
C. Price listed is based on a new sprinkler system being code compliant and accepted by the local Authority Having Jurisdiction.
D. Delays or additional mobilizations caused by owner or contractor shall be charged additionally. Dedicated 120VAC Power supplied by others.
E. Our proposal is based on all work being performed during normal work hours witch are M-F, 7:00am until 4:00pm.
F. Additional Exclusions: center tile sprinkler head placement, fire hose valves, rack systems, adequate heat, adequate water, drain down fees, extra hazard storage, fire watch/temporary protection, cutting and patching of ceiling or walls, wiring of any electrical device, any repairs or items not indicated in scope of work below or above, painting, excludes lift, fire pump, vault for backflow preventer, standpipe system, attic sprinklers.
G. The quoted price is firm for 30 days. Our proposal is based on current market prices. We reserve the right to increase or decrease our price or withdraw a proposal if not accepted within 30 days.

AM-PM Alarms, LLC
901 Stone Trail Drive
Plano, Texas 75023
844-544-2676 (AMPM)
972-881-1094 (Fax)
www.ampmalarms.com

EXHIBIT "B"

TX-ACR-2207582; TX-B-0413001

Advisement #:
Date: **11/20/2022**
Revision Date:

TO:
Nina Abtahi & Kristen Gilbert
607 North Cedar Ridge
Duncanville, Texas 75116
Tyler, Texas 75713
(v) 682.554.8130 (c) 214.493.1216
(f)
nbtahi@hotmail.com & kristen@aalmain.com

PROJECT: Office Fire Alarm
Duncanville Office
607 North Cedar Ridge
Duncanville, Texas 75116

FIRE ALARM BUISNESS
City Of Duncanville Esther Wright Sr. Code Enforcement Officer
Office: 972.780.4962 c. 214.906.3685 email: ewright@duncanville.cor

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
1	FireNET Plus	Fire Alarm Control Panel		
1	FADB	Fire Alarm Document Box		
1	120 Volt	Surge Suppressor		
2	UBC-UB1280 12VDC	Battery Back Up or Equal		
4	DCP-AMS-KL-LP	Addressable Dual Action Pull Station		
1	R2ML	Addressable Relay Module for Access Control		
1	ALN-V	Addressable Smoke Detector w/Base		
12	HCC24CS	Ceiling Mount Horn Strobe		
13	HCS24CS	Ceiling Mount Strobe		
1	WHEC24	Weatherproof Wall Mount Horn Strobe or equivalent		
1	Lot 14/2, 16/2, & 18/4 FPLP	Fire Alarm Plenum Cable		

Spoke to Steve Wakeland Fire Marshal concerning this project 11/21/2022.

Has taxes in quote.

Terms and conditions on page two.

Total:
Estimated Sales Tax:
GRAND TOTAL: $ 11,344.67

SCOPE OF WORK SUMMARY:

A. Installation of a fire alarm system to meet State & Local AHJ codes Per NFPA 72, IBC, and ADA requirements.
B. Install pull station, smoke detectors, and notification devices.
C. Has third party evaluation in quote.
D. Permits, plans & design
E. If lift needed to be supplied by others.
F. Fire Alarm monitoring $55.00 monthly on two Pots lines provided by others. If cellular $85.00 monthly billed annually.
G. Alternate add one cellular communicator & eliminate two Pots phone lines. With agreement $650.00 + any tax.
H. Will need 50% to start and progressive billing.

Submitted By: _____
Chris "Ty" Edwards (ty@ampmalarms.com)
Chief Estimator

Approved By: _____
P. O. No.: _____
Date: _____

EXHIBIT "B"

J&M PAVING

Est. Since 1962

Specializing in
Asphalt, sealcoating & concrete paving
Job types: commercial and residential
retail centers, offices, industrial complexes,
apartments, distribution centers

1010 w jefferson blvd
dallas tx 75208
Ph. 469-288-0565
Email: jmpavingcontractor.net

WO#
Proposal# 1170
Job#

Submitted to

Brunson construction
3120 Halifax St, Dallas, TX 75247
214-215-8417
Don@jdbrunson.com

Project location

Trinity Church of the Nazarene
611 N Cedar Ridge Duncanville,
75116

Job type: Parking lot

Total Sq.ft

Date: 4/27/2023

JOB PLAN BY PHASE

PROPOSAL

1. Will begin by blowing off all loose debris
2. Will tack coat areas with ss-1h
3. Will pave 2,250sq.ft of hot type "D" asphalt
4. Asphalt will be compacted using a 2ton roller with vibratory
5. Will crack fill 1,500 lft with cracks being wider than 3/8"
6. Will sealcoat parkinglot with coal tar emulsion sealer
7. will saw cut concrete areas approx 700sq.ft
8. Will demo, escavate & haul off all broken aggregate
9. Will install #3 rebar into existing concrete
10. Will be pouring 4,000psi concrete
11. Concrete will have a final broom finish
12. Will restripe parking lot according to its original design

Total days for
completion 6-9

J&m paving Will not be responsible for damages of underground
Issues including utility work and Water sprinkler Systems.
All damages of new pavement Will not be warranted
If client allows vehicle traffic over 15,000LB gross
weight driven over surface within the First 3weeks after completion
If a cancellation of job occurs any material that is paid for
Will not be refundable
Subjects are required to pay on time of Invoice when due Or a penalty
Of 5% per day on top of original cost of amount due.
Signature of acceptance agrees to the terms and conditions of contract

Page 20 of 20

Total cost $ 31000

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for food establishment inspection and environmental health services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024.

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:
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 performing a minimum of 2 inspections (once every six months) during the 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 specific food establishment and 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.

Inspection for food establishment services include the following:

- 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;

- Additional follow-up inspections will be performed as deemed necessary by the County;
- 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;
- Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- 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.

Fees and payments to the County will include the following:

- The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars ($210 .00) per a Term for each food establishment inspected.
- Beginning with the third inspection of a food establishment, the City will pay a One Hundred and Five and 00/100 Dollars ($105.00) fee for each additional inspection of that establishment requested by the City.
- The City will collect One Hundred and Five and 00/100 Dollars ($105.00) 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.
- 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.
- 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.

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.

FUNDING SOURCE:

ORG and Object Number

01036100-700450

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

ACTION ALTERNATIVES:

1. Approve funding in the amount of $19,055.00 to perform the mosquito abatement spraying and approve Budget Modification FY24.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2023-089 - Food Establishment Inspection and Mosquito Ground Control - FY24 - Pdf

RESOLUTION NO. 2023-089

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 FOOD ESTABLISHMENT INSPECTION AND ENVIRONMENTAL HEALTH SERVICES, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", EFFECTIVE OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; 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 food establishment inspection and environmental health services; 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, 2023, through September 30, 2024 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 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

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, 2024 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 Two Hundred and Ten and 00/100 Dollars ($210 .00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a One Hundred and Five and 00/100 Dollars ($105.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect One Hundred and Five and 00/100 Dollars ($105.00) 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	Agustin Garcia, Managing Director
Dallas County	Duncanville City Hall
411 Elm St, 2nd Floor	203 E Wheatland Rd
Dallas, Texas 75202	Duncanville, Texas 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.

EXHIBIT "A"

EXECUTED THIS _____ DAY OF _____ 2023. ("Effective Date")

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

FOR CITY:

BY: _____
Robert Brown, Interim 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

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

BY: Rebecca Lundberg
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 - 19 Sep 2023

TITLE:
Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for mosquito services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024.

Vision Statement:

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

STAFF RESPONSIBLE:
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.

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;

The clauses are as follows:

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.
F. In the event 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:
    a. Indicate in writing the areas and amount of acres to be sprayed; and
    b. 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.

FUNDING SOURCE:

ORG and Object Number
01036100-700450

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

ACTION ALTERNATIVES:
1. Approve funding in the amount of $19,055.00 to perform the mosquito abatement spraying and approve Budget Modification FY24.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-103 - Mosquito Ground Control Program - FY2023 - Pdf

RESOLUTION NO. 2023-103

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, 2023 THROUGH SEPTEMBER 30, 2024, 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, 2023, through September 30, 2024, 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 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "A"

DALLAS COUNTY 8.31.2023

STATE OF TEXAS	**§**	**MOSQUITO GROUND CONTROL AGREEMENT**
	§	**BETWEEN DALLAS COUNTY, TEXAS ON BEHALF**
	§	**OF DALLAS COUNTY HEALTH AND HUMAN**
	§	**SERVICES DEPARTMENT, AND THE CITY OF**
COUNTY OF DALLAS	**§**	**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 mosquitoes 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, 2023, through September 30, 2024, 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:

TO DALLAS COUNTY:

Dallas County Department of Health and Human Services
Dr. Philip Huang, Director, DCHHS
2377 N. Stemmons Freeway
Dallas, Texas 75207
Tel. (214) 819-2101

With a copy to:

Dallas County District Attorney's Office
Chief, Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

TO CITY OF DUNCANVILLE, TEXAS:

Agustin Garcia, Managing Director
203 East Wheatland Road
Duncanville, Texas 75116

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.

18. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

Exhibit "A"

DALLAS COUNTY 8.31.2023

DALLAS COUNTY:

_____.

BY: Clay Lewis Jenkins
County Judge

DATE SIGNED: _____

CITY OF DUNCANVILLE, TEXAS:

_____.

BY: Robert Brown
Interim City Manager
City of Duncanville, Texas

DATE SIGNED: _____.

Recommended:

_____

BY: Philip Huang
Director, DCHHS

APPROVED AS TO FORM*:

DALLAS COUNTY

JOHN CREUZOT
DISTRICT ATTORNEY

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

_____.

BY: Tina R. Patel
Assistant District Attorney
Civil Division

Approved as to Form:

CITY OF COPPELL, TEXAS

_____.

BY: Robert Hager
City Attorney

*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 - 19 Sep 2023

TITLE:
Consider a Resolution approving Waste Management's request to the City of Duncanville to increase contract rates by 6.71% under the Solid Waste Disposal Agreement for solid waste disposal, effective October 1, 2023.

Vision Statement:

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

Pillar:

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

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

BACKGROUND/HISTORY:
Solid waste collected by Republic Services within the City of Duncanville is disposed of in the Skyline Landfill located in Ferris, Texas, under contract with Waste Management. On September 19, 2022, the Duncanville City Council approved a renewal Solid Waste Disposal Agreement ("Agreement") with Waste Management, which continues landfill disposal services during the initial term of October 1, 2022, through September 30, 2027. The Agreement may be renewed for two additional, five-year terms upon the mutual, written consent of the City and Waste Management.

The Agreement includes a provision for annual rate adjustments, limited to the percentage increase in the Consumer Price Index for Garbage and Trash Collection Services. Specifically, Section 4.2, Annual Rate Adjustments, of the Agreement provides for Waste Management to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers, Garbage and Trash Collection Services, U.S. City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Statistics. For the CPI calculation, rates will be adjusted based on the change in the 12-month annual average of monthly CPI-U index values between the 12-month period of the year immediately prior to the adjustment date, and the 12-month period of the year before. The Agreement states that the City shall not unreasonably withhold, delay, or condition approval of rate requests.

On August 31, 2023, staff received Waste Management's official request to increase contract rates by 6.71% for solid waste disposal based on the CPI calculation. If approved by the City Council, this contract rate change would take effect on October 1, 2023. The contractual rate for solid waste disposal per ton would increase from $22.50 to $24.01, or a difference of $1.51 per ton. The City's proposed FY 24 operating budget includes a proposed contractual rate increase of 5.5% for solid waste disposal services. Customer rates for solid waste disposal customers for the Fiscal Year 2024 have been adjusted accordingly.

POLICY EXPLANATION:
City Council action is required to approve adjustments to solid waste disposal rates requested by Waste Management.

FUNDING SOURCE:

ORG and Object Number
19011000-700458

Available Budget	**Purchase Amount**	**After Encumber**
$999,547 (FY 2024 budget with CPI Increase)	NA	NA

ACTION ALTERNATIVES:
1. Approve Waste Management's request to the City of Duncanville to increase contract rates by 6.71% under the Solid Waste Disposal Agreement for solid waste disposal, effective October 1, 2023.
2. Do not approve Waste Management's request to the City of Duncanville to increase contract rates by 6.71% under the Solid Waste Disposal Agreement for solid waste disposal, effective October 1, 2023.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2019-044R1 - Waste Management Rate Increase with Exhibits

RESOLUTION NO. 2019-044R1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING WASTE MANAGEMENT'S REQUEST TO THE CITY OF DUNCANVILLE TO INCREASE CONTRACT RATES BY 6.71% UNDER THE SOLID WASTE DISPOSAL AGREEMENT FOR SOLID WASTE DISPOSAL EFFECTIVE OCTOBER 1, 2023, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville and Waste Management of Texas, Inc. entered into a Solid Waste Disposal Agreement for the period of October 1, 2022, through September 30, 2027, to cause all acceptable waste that the City collects or that is collected on its behalf by its solid waste collection contractor to be delivered to Waste Management's landfill disposal site throughout the term of the Contract; and

WHEREAS, Section 4.2, Annual Rate Adjustments, of the Agreement (Exhibit B), provides for Waste Management to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers, Garbage and Trash Collection Services, U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics. For the CPI calculation, rates will be adjusted based on the change in the 12-month annual average of monthly CPI-U index values between the 12-month period of the year immediately prior to the adjustment date, and the 12-month period of the year before; and

WHEREAS, Section 4.2 of the Agreement also states the City shall not unreasonably withhold, delay, or condition approval of rate requests; and

WHEREAS, Waste Management submitted its current request (Exhibit A) to the City on August 31, 2023, to increase contractual rates by 6.71% under the Solid Waste Disposal Agreement for solid waste disposal, effective October 1, 2023.

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 approves Waste Management's request to the City of Duncanville to increase contract rates by 6.71% under the Solid Waste Disposal Agreement from $22.50/ton, based on the Consumer Price Index adjustment provided for in Section 4.2 of the Agreement for solid waste disposal, effective October 1, 2023, attached hereto and incorporated herein as Exhibit "A."

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager, or designee, to take the necessary steps to effectuate the rate increase request.

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 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

August 31, 2023

David Dunn
Assistant Utilities Operations Manager
City of Duncanville

SUBJECT: DISPOSAL CONTRACT PRICE INCREASE

Mr Dunn:

WM is very proud of the partnership we have with the City Of Duncanville for many years! We look forward to servicing the business and residential disposal needs for many more years to come.

One year ago we entered into a new disposal agreement with the city. The annual inflationary catch price adjustment is now upon us. According to the terms of the Agreement signed by the City of Duncanville with Waste Management of Texas, Skyline Recycling and Disposal Facility, the rates described in the contract may be increased on each anniversary date (October 1st) of the agreement.

The specifics of the calculations are stated below:

ARTICLE 4 COMPENSATION TO OPERATOR

4.1 Base Rate. The parties have agreed upon the following Base Disposal Rate ("Base Rate") for receiving and disposing Acceptable Waste received from Customer at each Landfill. These Base Rates do not include applicable state, local, and federal fees and taxes, such as the Texas Commission on Environmental Quality disposal fee, which will be added to the Base Rates upon invoice.

$22.50 per ton plus applicable federal, state, and local fees or taxes

4.2 Annual Rate Adjustments. Commencing on the first anniversary of the Agreement Effective Date and annually on each anniversary thereafter (the "Adjustment Date"), the then current Base Rate, as adjusted hereunder, shall be increased by the same percentage increase in the Consumer Price Index, series

CUSROOOOSEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). Operator must receive approval from the Customer to increase the Base Rates hereunder and Customer's approval shall not be unreasonably withheld, delayed or conditioned. The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the 12- month period of the year immediately prior to the adjustment date, and the 12-month period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent

The current CPI shows an increase of 6.71% (CPI from the Bureau of Labor Statistics).

The current rate for disposal per ton is $22.50 per ton.

The new rate for disposal per ton will be $24.01 per ton.

The effective date for the price increase will be on October 1, 2023.

We appreciate your business and strive to provide you with safe, efficient and environmentally secure disposal at Skyline Recycling and Disposal Facility. If you have any questions, please call me at 817-454-7504.

Sincerely,

Steve Kellar

Steve Kellar
Public Sector Service Manager
Waste Management of Texas / Oklahoma
skellar@wm.com

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167						580.042	

2023	572.789
2022	536.751
difference	36.038
	6.71%

Source: Bureau of Labor Statistics

Generated on: August 31, 2023 (03:59:59 PM)

Exhibit B

Excerpt from the Solid Waste Disposal Agreement

Section 4.2

Annual Rate Adjustments. Commencing on the first anniversary of the Agreement Effective Date and annually on each anniversary thereafter (the "Adjustment Date"), the then current Base Rate, as adjusted hereunder, shall be increased by the same percentage increase in the Consumer Price Index, series CUSROOOOSEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). Operator must receive approval from the Customer to increase the Base Rates hereunder and Customer's approval shall not be unreasonably withheld, delayed or conditioned. The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the 12- month period of the year immediately prior to the adjustment date, and the 12-month period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent Contractor to indemnify and defend the Operator for any actions, claims, lawsuits, or damage sought from or filed against Operator that arise from Customer's Contractor's negligent acts or omissions or willful misconduct.

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider appointments to various Boards and Commissions including Arts Commission, Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Community Engagement Board, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment financing Reinvestment Zone Number One), and Tri-Cities Animal Control Board.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
Each year the board and commission members whose terms are ending in August of that year are given the opportunity to request reappointment to their current board or commission. In addition, the City advertises the need for new board and commission applicants through various media including the City's website, the Champion monthly newsletter, announcements during City Council meetings, and as a utility billing insert. In addition, the City communicated the need for additional board and commission members to the citizens on the City's LED sign at the corner of Main and Wheatland, posters in the City Hall lobby; as well as other forms of social media. These communication tools were successful resources for recruiting new applicants to fill the vacancies.

The City Council held a Special Meeting to interview each of the new applicants and the applicants requesting a new board. Once appointments have been made by City Council, the new terms for each will begin on October 1, 2023.

POLICY EXPLANATION:

City Council will need to formally appoint citizens to the Arts Commission, Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Community Engagement Board, Duncanville Community and economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment Financing Reinvestment Zone Number One), and Tri-Cities Animal Control Board to fill the vacancies created by terms expiring in September 2023 as well as resignations over the past year.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
Make appointments

ATTACHMENTS:
Resolution No. - 2023-102 - Boards and Commissions Appointments - Pdf
Board Appointments 2023

RESOLUTION NO. 2023-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT OF THE BOARD AND COMMISSIONS WHICH ARE SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND MEMBERS SHALL SERVE UPON SUCCESSFUL QUALIFICATION AND AFTER TAKING THE OATH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Duncanville, Texas has different Board and Commissions including 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 Tax Increment Financing Reinvestment Zone Number One (TIF#1); and

WHEREAS, each year the Board and Commission members are given the opportunity to request reappointment to their current board or commission; and

WHEREAS, appointments to vacancies on the City's various Board and Commission are made each year by the end of the month of August; and

WHEREAS, the City Council of the City of Duncanville, Texas, finds it to be in the public interest to make appointments to fill said vacancies.

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

SECTION 1. The City Council hereby approves the appointment of the board and commission which are set forth in Attachment 1, which is attached hereto and incorporated herein by reference, and elected members shall serve upon successful qualification and taking the oath.

SECTION 2. This Resolution shall take effect immediately upon passage.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

City Council B&C Appointments

Exhibit A

City Planning and Zoning Commission
Appointment for 1 Year Term 2023-2024
1. Yolanda Columbus
Appointment for 2 Year Terms 2023-2025
2. D. Bailey Wynn
3. Elias Rodriguez
4. Brenda O'Brien

Zoning Board of Adjustments
Appointments for 2 Year Terms 2023-2025
1. Terry Popham
2. LaVaughn Washington

Parks and Recreation Advisory Board
Appointments for 2 Year Terms 2023-2025
1. Cozea Stephens
2. Joneice Preston
3. Ralo Thompson
4. Pamela Rogers

Library Advisory Board
Appointments for 2 Year Terms 2023-2025
1. Michael Chrietzberg
2. Janet Martinez Aguilar

Community Engagement Advisory Board
Appointments for 2 Year Terms 2023-2025
1. Thomas Lackey
2. Gianni LaBarba
3. Bridget Nevels
Appointments for 1 Year Terms 2023-2024
1. Mari Vega

Arts Commission
Appointments for 3 Year Terms 2023-2026
1. Mary Ann Taylor
2. Amy Jackson
3. Donald Browning

Sign Control Board
Appointments for 2 Year Terms 2023-2025
1. Howard Fields
2. H. Louise Utley

DCEDC
Appointments for 2 Year Terms 2023-2025
1. Charles Reed
2. Donella Payne
3. Tonya Savage

TIF
Appointments for 2 Year Terms 2023-2025
1. Michael Grace

Keep Duncanville Beautiful
1. Jim Gilbert
2. Diane Dillard
3. Justin (Reese) Edwards

Duncanville Neighborhood Vitality Commission
Appointments for 2 Year Terms 2023-2025
1. Celee Stephens

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 5.09% for residential collection and commercial services, effective October 1, 2023.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Interim Director of Public Works

BACKGROUND/HISTORY:
On July 16, 2019, the Duncanville City Council approved a Municipal Materials Management Agreement ("Agreement") with Republic Waste Services of Texas, LTD. ("Republic") to provide for continued garbage, recycling, and bulk and brush collection and disposal services during the initial term of September 21, 2019, through September 20, 2026. The Agreement will renew for successive five-year periods unless terminated in advance by the City of Duncanville or Republic Services.

The July 2019 Agreement includes a provision for annual rate adjustments limited to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services). Specifically, Section 7.2, Annual Rate Adjustments, of the Agreement provides for Republic "to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics ("the CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding." The Agreement states that the City shall not unreasonably withhold approval of rate requests.

On August 2, 2023, staff received Republic's official request to increase the contract rate by 5.09% for residential collection and commercial services. If approved by the City Council, this contract rate change would take effect on October 1, 2023. The contractual rate for residential collection would increase from

$19.98/month/residence to $21.00/month/residence, or a difference of $1.02/month/residence. The commercial hand-collect contract rate would increase from $27.91/month to $29.33/month. A projected rate increase of 4.3% for solid waste collection contractual services is included in the planned budget for the Fiscal Year 2024. Customer rates for residential and commercial hand-collect customers for the Fiscal Year 2024 have been adjusted accordingly.

Since the agreement was signed in 2019, contract rates have increased 16% (Attachment 1). We are working with Republic to identify ways to reduce the cost of service.

POLICY EXPLANATION:
City Council action is required to approve adjustments to solid waste rates requested by Republic Services under the Municipal Materials Management Agreement.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Approve an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 5.09% for residential collection and commercial services, effective October 1, 2023.
2. Do not approve an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 5.09% for residential collection and commercial services, effective October 1, 2023.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Republic Services Residential Rate History
Resolution No. - 2021-069R1 - Republic Services Rate Increase

Attachment 1

Republic Services Residential Rate History

Item Description	12/03/19	09/21/20	10/01/21	10/01/22	10/01/2023 Proposed
Residential Trash Collection (2x per week)	$9.85	$10.05	$10.41	$10.87	$11.42
Recycling (1x per week)	$5.26	$5.37	$5.56	$5.80	$6.10
Bulk/Brush (2x per month)	$3.00	$3.06	$3.17	$3.31	$3.48
Total	$18.11	$18.48	$19.14	$19.98	$21.00

Overall Percentage Change (Including Proposed FY24 Rate) = 16%

RESOLUTION NO. 2021-069R1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT TO THE MUNICIPAL MATERIALS MANAGEMENT AGREEMENT BY AND BETWEEN REPUBLIC SERVICES OF TEXAS, LTD. AND THE CITY OF DUNCANVILLE TO INCREASE CONTRACT RATES BY 5.09% FOR RESIDENTIAL COLLECTION AND COMMERCIAL SERVICES, EFFECTIVE OCTOBER 1, 2023, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A,"; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE NECESSARY DOCUMENTS FOLLOWING REVIEW BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville and Republic Services of Texas, Ltd., entered into a Municipal Materials Management Agreement for Solid Waste, Recycling, Bulky Waste, and Brush Collection and Transport Services, effective September 21, 2019, to provide residential and certain commercial solid waste collection and recycling services within the Duncanville City limits; and

WHEREAS, Section 7.2, Annual Rate Adjustments, of the Agreement (Exhibit B), provides for Republic Services to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics ("the CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve months average CPI compared to the twelve months preceding; and

WHEREAS, Section 7.2 of the Agreement also states the City shall not unreasonably withhold approval of rate requests; and

WHEREAS, Republic submitted its current request (Exhibit A) to the City on August 2, 2023, to increase contractual rates, effective October 1, 2023, by 5.09% for Residential Collection and Commercial Services based on the CPI index increase provision as referenced in Section 7.2 of the Agreement

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, approves an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD and the City of Duncanville to increase contract rates by 5.09% for residential collection and commercial services, effective October 1, 2023, attached

herein and incorporated as Exhibit "A."; and, authorizing the Interim City Manager or designee to execute necessary documents following review by the City Attorney.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

REPUBLIC SERVICES

Sustainability in Action

August 2, 2023

Mr. Robert D. Brown, Jr.
Ms. Jacqueline Culton
City of Duncanville
203 E Wheatland Road
Duncanville, Texas 75116

Dear Mr. Brown & Ms. Culton,

Republic Services would like to take this opportunity to thank you for allowing us to serve the solid waste and recycling needs of the City of Duncanville. In accordance with our Municipal Material Management Agreement for solid waste service, this letter serves as our official request of the annual rate adjustment allowed in Section 7.2.

We are requesting a rate adjustment of 5.09%, which was determined by the percent change between the most recent rolling 12-month average compared to the preceding 12 months of the Consumer Price Index (CPI) – Water, Sewer, Trash Collection Services, published by the U.S. Bureau of Labor Statistics. The increase in rates for residential, commercial, and industrial customers will take effect October 1, 2023.

Included in this letter is the CPI – Water/Sewer/Trash rate table, the percent change calculation, and the 2023 Rate Schedule.

We truly appreciate your partnership and look forward to continuing to serve the City of Duncanville. Should you have any questions or need further information, please contact me on my cell at (214) 460-0163, or via email at lferguson@republicservices.com.

Kind Regards,

Leigh Ferguson

Leigh Ferguson
Manager, Municipal Sales

Enc: BLS CPI – Water/Sewer/Trash Rate Table
Percent Change calculations
2023 Rate Schedule

18500 N. Allied Way Phoenix, AZ 85054 | RepublicServices.com | Environmental Services, Recycling & Waste

REPUBLIC SERVICES

Sustainability in Action

U.S. BUREAU OF LABOR STATISTICS

HOME | SUBJECTS | DATA TOOLS | PUBLICATIONS | ECONOMIC RELEASES | CLASSROOM | BETA

Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 To: 2023 GO

include graphs include annual averages More Formatting Options

Data extracted on: August 2, 2023 (4:20:07 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUSR0000SEHG
Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	194.548	195.060	195.671	196.180	196.872	197.503	198.145	198.366	198.742	199.822	200.186	200.661		
2014	201.127	201.736	202.363	202.930	203.260	203.791	205.073	205.900	206.330	207.704	208.734	209.853		
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560	216.143	216.550	217.124	217.742		
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383	223.102	223.631	224.493	225.013		
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604	232.042		
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862	242.436		
2019	241.356	241.743	242.459	243.284	243.880	244.516	245.042	245.297	245.999	247.071	247.439	247.762		
2020	248.556	249.465	250.234	250.541	251.117	251.672	252.483	253.648	254.318	255.077	255.747	256.642		
2021	257.389	258.448	259.094	259.502	259.812	260.689	261.795	262.402	263.733	264.553	264.721	265.570		
2022	267.762	269.175	269.520	270.379	271.159	272.243	273.188	274.523	276.684	277.156	278.018	278.703		
2023	281.078	283.302	284.060	285.009	286.651	287.790								

REPUBLIC SERVICES

Sustainability in Action

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id:	CUSR0000SEHG
Seasonally Adjusted	
Series Title:	Water and sewer and trash collection services in U.S.
Area:	U.S. city average
Item:	Water and sewer and trash collection services
Base Period:	DECEMBER 1997=100
Years:	2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862	242.436		
2019	241.356	241.743	242.459	243.284	243.880	244.516	245.042	245.297	245.999	247.071	247.439	247.762		
2020	248.556	249.465	250.234	250.541	251.117	251.672	252.483	253.648	254.318	255.077	255.747	256.642		
2021	257.389	258.448	259.094	259.502	259.812	260.689	261.795	262.402	263.733	264.553	264.721	265.570		
2022	267.762	269.175	269.520	270.379	271.159	272.243	273.188	274.523	276.684	277.156	278.018	278.703		
2023	281.078	283.302	284.060	285.009	286.651	287.790								

July 2021 - June 2022	266.918
July 2022 - June 2023	280.514
Percent Change	5.09%

REPUBLIC SERVICES

FRANCHISED CITY RATES

CITY OF DUNCANVILLE

All Fees Listed Include Franchise Fees

EFFECTIVE DATE 10/01/23

COMMERCIAL FRONT LOAD RATES

Size	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	EX-PU	DEPOSIT
2 cubic yard	$ 84.33	$ 129.35	$ 184.18	$ 228.94	$ 292.49	$ 329.61	$ 30.56	Mthly Rate
3 cubic yard	$ 95.40	$ 160.95	$ 221.16	$ 279.72	$ 342.54	$ 404.31	$ 37.74	Mthly Rate
4 cubic yard	$ 106.46	$ 192.73	$ 258.19	$ 330.50	$ 404.50	$ 493.34	$ 44.94	Mthly Rate
6 cubic yard	$ 135.99	$ 256.48	$ 323.23	$ 419.11	$ 521.54	$ 617.94	$ 52.13	Mthly Rate
8 cubic yard	$ 165.47	$ 320.16	$ 388.30	$ 507.81	$ 638.56	$ 756.86	$ 64.71	Mthly Rate

4 cubic yard Pkr	$ 300.45						$ 123.08	Mthly Rate

Misc Front Load Charges

Delivery	$ 55.71	Lockbar/Caster set up fee	$ 78.83 (one time charge)
Relocate Charge	$ 55.71	Casters / Locks	$ 2.89 (per collection)
Overweight/Blocked/Trip Charges	$ 25.40	Enclosure / Gate	$ 3.37 (per collection)
Container Exchange	$ 91.26	Extra Yardage	$ 31.16 (per yard)

COMMERCIAL ROLL-OFF RATES

Size	Delivery	Rental	Haul Charge	Deposit
20-yd	$ 134.94	$ 225.29	$ 620.32	$ 912.64
30-yd	$ 134.94	$ 225.29	$ 718.76	$ 1,004.27
40-yd	$ 134.94	$ 275.09	$ 758.19	$ 1,087.32
30 yard Pkr	Open	Open	$ 758.22	Open
35 yard Pkr	Open	Open	$ 806.10	Open
42 yard Pkr	Open	Open	$ 856.30	Open

Misc Roll-Off Charges

Relocate / Blocked / Not able to Service $ 146.22

COMMERCIAL HAND-COLLECT

Solid Waste Service: **$29.33** per month
Twice per week - up to 20 bags

Recycle Collection: **$21.65** per month
Weekly - polycart

RESIDENTIAL COLLECTION:

Residential Trash (Twice per week collection)	$ 11.42
Residential Recycling (Once per week collection)	$ 6.10
Residential Bulk / Brush (Bi-monthly collection of 10 cu-yards)	$ 3.48
Total Residential	**$ 21.00**

Recycle Carts

Cart Rental for Recycling (invoiced from Company)	$5.56	per month
	$16.67	per quarter
Delivery/Removal	$ 17.55	1st delivery included
Replacement Cart	$ 64.47	

ADDITIONAL BULK ITEMS

Commercial and Residential customers may contact Company for collection of additional bulk/brush on an on-call basis for a rate negotiated by the Company

Exhibit B

Excerpt from the Municipal Materials Management Agreement

Section 7.2

Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. Company must receive approval from the City to increase the base rates. The City shall not unreasonably withhold approval of such request.

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider a Resolution authorizing an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of $0.00.

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.**

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

BACKGROUND/HISTORY:
Texas statutes and regulations mandate that all public water suppliers require the installation of backflow prevention devices to protect against contamination of public water supplies. The Texas Commission on Environmental Quality (TCEQ) Chapter 290 regulations and the Federal Clean Water Act mandate the program. Chapter 20, Article VIII (Attachment 1) of the Duncanville Code of Ordinances, provides cross-connection control regulations within the City of Duncanville.

The City of Duncanville has an established Backflow Testing Program to help ensure backflow prevention devices protect the City's water system from potential health hazards. The Backflow Prevention Program protects the safety of the local water system from contamination at the meter and point of use. The program requires commercial, industrial, and residential property owners/residents to maintain backflow prevention devices in good working order and provide test reports to the City as proof of compliance. Backflow prevention devices installed at residences should be tested biennially. Commercial backflow prevention devices should be tested annually. The City of Duncanville monitors over 4,200 commercial and residential devices at various locations throughout the city. Backflow testing is the backflow owner's responsibility and is paid for by the owner. Owners may choose testers or testing companies to perform backflow testing that meets the following requirements:

- The tester must be currently licensed by TCEQ.
- The pressure gauge the tester uses must be within the expiration period for annual calibration.
- Backflow devices on firelines must be tested by a state-licensed backflow tester employed by a fireline testing company. (Many fireline testing companies will also test backflows or irrigation and domestic lines).

Third-party backflow testers currently provide paper-based backflow testing reports to the City. These paper records are collected and filed by several city employees. Current staffing levels are insufficient to manage a program of this size efficiently. After researching multiple local and out-of-state vendors who provide backflow testing program management, the proposed vendor we have selected is a local Texas vendor contracted to provide backflow management services to over 200 Texas water systems; 40 are in the immediate metroplex. SC Tracking Solutions provides TCEQ-compliant Cross-Connection Control/Backflow Prevention program assistance with electronic data gathering, tracking, registration, and notifications to ensure continued TCEQ compliance with record keeping for these programs.

POLICY EXPLANATION:
The software and services SC Tracking Solutions provides will allow staff to focus more time on the foundational aspect of water protection in this area, the Customer Service Inspection. City staff's goal is to commence receiving services from SC Tracking Solutions on October 1, 2023, with a priority focus on backflow devices that are due or outstanding for required testing to ensure the devices are protecting the City's water supply.

SC Tracking Solutions services are provided at no cost to the City of Duncanville for the life of the agreement if the contract is renewed annually without interruption and the City is not in breach of contract terms. Instead, costs for their services are incurred by the commercial/residential backflow tester. SC Tracking Solutions charges each user (registered backflow tester) $8.95 for each residential device test report and $11.95 for each commercial device test report. These services could result in a pass-through cost to the resident or drive down prices due to competition.

There is no established standard rate for testing backflow devices. Testing fees are set by the independent tester or testing company. Residents will have access to the complete list of backflow testers registered with the City of Duncanville (listed in random order) and will be encouraged to shop for the best value. The City of Duncanville provides no preference or rating for testers. Testers are registered with the City of Duncanville by providing all necessary documentation to confirm their TCEQ certifications, equipment calibrations, and proof of insurance.

Of the other "Best Southwest" cities, all cities charge $25.00 per backflow test report. Desoto and Cedar Hill use a third-party company (SC Tracking Solutions and BSI Online), respectively, to manage their backflow program, and Lancaster manages their program in-house using MyGov.

If the City follows the practices of the other "Best Southwest" cities, which charge $25.00 per test report, the City of Duncanville will receive funds from SC Tracking. The City would receive, on average, $14.55 per test report and generate approximately $29,100.00 annually in revenue. This is calculated by subtracting the SC Tracking fee per test report ($8.95/residential report or $11.95/commercial report) from the $25.00 test report fee set by the City if the City Council chooses to do so. A $25.00 fee per test report is optional. The City Council can proceed with the program without charging this fee, which is the Utilities staff's recommendation.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Authorize an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of $0.00 with no revenue funds received.
2. Do not authorize an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of $0.00 with no revenue funds received.
3. Authorize an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of $0.00 with revenue funds received.
4. Do not authorize an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of $0.00 with revenue funds received.
5. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Chapter 20, Article VIII - Cross-Connection Control Regulations
Resolution No. - 2023-084 - Agreement with SC Tracking Solutions for Backflow Device Inventory and Compliance Management with Exhibit

ARTICLE VII. - CROSS CONNECTION CONTROL REGULATIONS

Footnotes:
*--- (**6**) ---*
***Editor's note—** Ord. No. 1948, § 1, adopted Oct. 18, 2005, repealed the former Art. VIII, §§ 20-105—20-115, and enacted a new Art. VIII as set out herein. The former Art. VIII pertained to similar subject matter and derived from Ord. No. 1759, §§ 1—3; Ord. No. 1836, § 1, adopted Apr. 1, 2003.*
***Editor's note—** Ord. No. 2019, § 1, adopted Mar. 20, 2007 renumbered Art. VIII as Art. VII.*

Sec. 20-105. - Definitions.

(a) For the purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. If a word or term used in this article is not contained in the following list, its definition, or other technical terms used, shall have the meanings or definitions listed in the most current edition of Manual of Cross Connection Control published by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California.

Air gap means a physical separation between the free flowing discharge end of a potable water supply piping and/or appurtenance and an open or non-pressure receiving vessel, plumbing fixture or other device. An "approved air-gap separation" shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel, plumbing fixture or other device, which in no case shall be less than one inch.

Approved backflow prevention assembly or *backflow assembly* or *assembly* means an assembly to counteract backpressures or prevent backsiphonage. This assembly must appear on the list of approved assemblies issued by USC Foundation for Cross Connection Control and Hydraulic Research.

Auxiliary supply means any water source or system other than the public water system that may be available in the building or on the property.

Backflow means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the city's water system.

Backpressure means any elevation of pressure in the downstream piping system (by any means) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow and the introduction of fluids, mixtures or substances from any source other than the intended source.

Backsiphonage means the flow of water or other liquids, mixture or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by a sudden reduction of pressure in the potable water supply system.

Boresight or *boresight to daylight* means providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drainpipe.

City means the City of Duncanville, Texas.

Contamination means the entry into or presence in a public water supply system of any substance which may be deleterious to health and/or quality of the water.

Cross connection means any physical arrangement where a potable water supply is connected, directly or indirectly (actual or potential), with any other non-potable water system, used water system or auxiliary water supply, sewer, drain conduit, swimming pool, storage reservoir, plumbing fixture, swamp coolers, air conditioner units, fire protection system, or any other assembly which contains, or may contain contaminated water, sewage, or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other temporary or permanent assemblies through which, or because of which, backflow may occur are considered to be cross connections.

Cross connection control inspector means a person that is a certified inspector recognized and approved by the City of Duncanville.

Customer means any person who contracts with the city for water service.

Customer service inspector or *CSI* is an individual who has fulfilled the requirements set out in Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems, as amended.

Degree of hazard means the low or high hazard classification that shall be attached to all actual or potential cross connections.

City manager means the city's appointed city manager or his designee.

Double check valve backflow prevention assembly or *double check assembly* or *double check* means an assembly which consists of two independently operating check valves which are spring-loaded or weighted. The assembly comes complete with a shut-off valve on each side of the checks, as well as test cocks to test the checks for tightness.

Health hazard means an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.

High hazard means the classification assigned to an actual or potential cross connection that potentially could allow a substance that may cause illness or death to backflow into the table water supply.

Low hazard means the classification assigned to an actual or potential cross connection that potentially could allow a substance that may be objectionable but not hazardous to one's health to backflow into the potable water supply.

Mobile unit shall mean any vehicle, tank or trailer which uses water from the city's public water supply and which may have the potential to introduce contaminants or pollutants into a potable water system. They include, but are not limited to, carpet-cleaning vehicles, water hauling vehicles, landscape/lawn-care vehicles, pest-control vehicles, and portable power washers.

Plumbing code means the current adopted plumbing code and amendments adopted by the city.

Plumbing hazard means an internal or plumbing-type cross connection in a consumer's potable water system than may be either a pollutional or a contamination-type hazard.

Plumbing inspector means a person that is a licensed plumbing inspector recognized by the City of Duncanville.

Point-of-use isolation means the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross connection exists.

Pollutional hazard means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. The maximum degree of intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

Potable water supply means any water supply intended or used for human consumption or other domestic use.

Premises means any piece of property to which water is provided, including all improvements, mobile structures, and structures located on it.

Premises isolation means the appropriate backflow prevention at the service connection between the public water system and the water user.

Pressure vacuum breaker assembly or *PBVA* or *PVB* means an assembly consisting of a spring-loaded check valve loaded to the closed position and an independently operating air inlet valve loaded to the open position, and installed as a unit with and between two shut-off valves and with suitable connections for testing.

Public water system or *system* means any public or privately owned water system which supplies water for public domestic use. The system must meet all the health requirements set forth by the Texas Commission on Environmental Quality. The system will include all services, reservoirs, facilities, and any equipment use in the process of producing, treating, storing or conveying water for public consumption.

Reduced pressure principle backflow prevention assembly or *reduced pressure principle assembly* or *RP assembly* or *RP* shall mean an assembly containing two independently acting approved check valves together with a hydraulically-operated, mechanically independent pressure differential relief valve located

between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at each end of the assembly.

Residential use shall include single-family dwellings, duplexes, multiplex housing and apartments where the individual units are each on a separate meter; or, in cases where two or more units are served by one meter.

Nonresidential use shall include all uses not specifically included in "residential uses" defined above.

Service connection is the point of delivery at which the public water system connects to the private supply line or lateral.

System hazard means an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water supply or of a pollution or contamination that would have a detrimental effect on the quality of the potable water in the system.

Tester means a person that has met all Texas Commission on Environmental Quality requirements to be a certified backflow prevention assembly technician.

A *general tester* is qualified to test backflow prevention assemblies, except on firelines.

A *fireline tester* is qualified to test backflow prevention assemblies on firelines. The state fire marshal's office requires that a person performing maintenance on firelines must be employed by an approved fireline contractor.

Thermal expansion means the increase in pressure caused by the heating or rise in the temperature of water. When a system becomes closed due to the installation of a backflow assembly, this problem can be acute.

TCEQ means Texas Commission on Environmental Quality.

Used water means water supplied by a public water system to a water user's system after it has passed through the service connection.

(b) *Purpose.* Pursuant to Title 30, Texas Administrative Code, Section 290.44 and 290.46, it is the responsibility of the city to protect its drinking water supply by instituting and enforcing a cross connection program. The purpose of this article, therefore, is to comply with the above-cited regulatory requirements and to protect the water supply of the city from contamination or pollution due to any cross connections.

(c) *Backflow prevention assembly requirements.* A certified cross connection inspector employed by or under contract with the city shall determine the type and location of backflow assembly and enclosure to be installed within the city's water service area. The assembly shall be required in each of the following circumstances, but the inspector is in no way limited to the following circumstances:

(1) When the nature and extent of any activity at a premises, or the materials used in, connection with any activity at a premises, or materials stored at a premises, could contaminate or pollute the potable water supply.

(2) When a premise has one or more cross connections as that term is defined in this article.

(3) When internal cross connections are present that are not correctable.

(4) When intricate plumbing arrangements are present that make it impractical to ascertain whether cross connections exist.

(5) When a premises has a repeated history of cross connections being established or reestablished.

(6) When entry to a premise is restricted so that inspections for cross connections cannot be made with sufficient frequency to assure that cross connections do not exist.

(7) When materials are being used such that, if backflow should occur, a health hazard could result.

(8) When installation of an approved backflow prevention assembly is deemed by an inspector to be necessary to accomplish the purpose of these regulations.

(9) When an appropriate cross connection survey report form has not been filed with the city manager or his designee.

(10) All new commercial and industrial construction will be required to install a backflow assembly at the meter. This assembly will be a minimum of a double check or commensurate with the degree of hazard as determined by the city's designated cross connection inspector.

(11) An approved backflow assembly will be required to be installed at the service connection of new residential services if it has been determined by a cross connection inspector that an actual or potential cross connection exists. This assembly will be commensurate with the degree of actual or potential hazard.

(12) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly shall be installed at the service connection to provide protection of the public water supply in the event of the most hazardous use of the building.

(13) Any used water return system that has received approval from the city manager or his designee.

(14) If a point-of-use assembly has not been tested or repaired as required by this article, the installation of a reduced pressure principle assembly will be required at the service connection.

(15)

If a cross connection inspector or the city's designated inspector determines that additions or rearrangements have been made to the plumbing system without the proper permits as required by the city's current plumbing code, premises isolation shall be required.

(16) All multi-story buildings or any building with a booster pump or elevated storage tank.

(17) Retrofitting shall be required on all high hazard connections, landscape irrigation systems and wherever else the city manager or his designee deems retrofitting necessary.

(18) An approved double detector check valve assembly shall be the minimum protection on all fire sprinkler systems. An RP assembly shall be installed if any solution other than the potable water can be introduced into the sprinkler system. Retrofitting shall be required on all systems, and wherever an inspector deems necessary.

(19) All lawn irrigation systems, commercial, industrial, and residential will have a minimum of a double check assembly. An RP assembly will be required if any solution or any other source of supply is used or if it is deemed necessary by an inspector.

(20) All auxiliary water supplies.

(d) *Mobile units.*

(1) A person who owns or operates any vehicle that uses water from the city's public water system shall obtain a use permit from the city manager or his designee before accessing the public water system. The city manager or his designee may require a fixed air gap or a backflow assembly commensurate with the degree of hazard mounted either on the vehicle or piping.

(2) The failure of the owner or operator of the vehicle to comply with this article shall be grounds for the city to revoke any permit or license issued under the Code of Ordinances of the city to operate the vehicle or the business for which such vehicle is used.

(3) The city manager or his designee may deny a permit to any person who is not in compliance with this article or who has a history of violating the requirements of this article.

(4) All assemblies used to protect the water supply when using a mobile unit must abide by the maintenance and testing sections of this article.

(e) *Multiple service connections.* Any premises requiring multiple service connections for adequacy of supply shall have a backflow assembly at each service connection to that premises. Each assembly shall be commensurate with the degree of the highest potential hazard on that premises.

(f) *Plumbing code.* As a condition of water service, customers shall install, maintain, and operate their piping and plumbing systems in accordance with the plumbing code. If there is a conflict between this article and the plumbing code, the more restrictive provision shall apply.

(g)

Thermal expansion. It is the responsibility of the property owner to eliminate the possibility of thermal expansion, if a closed system has been created by the installation of a backflow assembly.

(h) *Pressure loss.* Any water pressure drop caused by the installation of a backflow assembly shall not be the responsibility of the city. The city may give reasonable assistance to a property owner regarding information on adequate sizing of assemblies and proper plumbing practices to provide for required pressure and flows.

(i) *Residential service connections.* Any residential property which has been determined to have an actual or potential cross connection, shall be equipped with an approved backflow prevention assembly installed in accordance with this article.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-106. - Customer service inspection.

(a) Pursuant to TCEQ water system regulations, a customer service inspection for cross connection control shall be completed by the city prior to providing continuous water service in each of the following circumstances:

(1) Water service to a newly constructed facility or previously existing premises.

(2) After any material improvement to building(s) or premises.

(3) Any correction or addition to the plumbing of any facility or premises served by the public water system of the city.

(4) The regulatory authority deems it necessary.

(b) Permanent water service shall not be supplied to a new construction facility(s) until after the customer service inspection is completed.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-107. - Certification of inspectors and testers.

(a) *Certification of cross connection inspectors.* Inspectors performing cross connection control duties within the city must be approved by the city manager or his designee and shall meet the following requirements:

(1) Be employed by or under contract with the city;

(2) Attend a cross connection control inspector certification-training course approved by the city.

(b) *Certification of backflow prevention assembly testers.*

(1) All backflow assembly testers operating within the city shall be certified in accordance with all applicable regulations of TCEQ. No person shall operate as a backflow prevention assembly tester within the city without first being annually registered with the city manager of the city or his designee.

(2) At the time of registration, renewal, or upon the city manager or his designee's request, each person certified as a backflow prevention assembly tester shall furnish evidence to show that he/she is insured and bonded to perform services on private property, and has current required licenses.

(3) Persons certified as backflow prevention assembly testers shall meet the following requirements:

a. Hold a TCEQ approved certification;

b. Receive confined-space entry training certification;

c. Provide proof of general commercial liability insurance and automobile insurance.

d. Provide proof of assembly testing gauge calibration.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-108. - Certified backflow prevention assembly tester responsibilities.

(a) No certified backflow assembly tester shall operate within the city without first registering with the city manager or his designee.

(b) A registration shall remain in effect provided:

(1) The tester maintains eligibility for registration and certification as defined in this article;

(2) The tester tests a minimum of 15 assemblies a year in the State of Texas;

(3) The tester attends and successfully completes a recertification training course every three years; and

(4) Registration is not revoked by the city manager or his designee.

(c) Upon re-certifying, a tester shall renew his/her registration with the city manager or his designee. If a certification remains expired for a period of one year, the tester shall reestablish registration eligibility.

(d) Each applicant for registration shall:

(1) Provide proof of current certification which was issued within 60 days of date of registration, or provide current test reports with proof of testing in the State of Texas within 60 days prior to registration.

(2) Provide evidence to the city manager or his designee to establish that the applicant has available the necessary tools and equipment to properly test backflow prevention assemblies.

(3) Provide evidence to the city manager or his designee that the applicant has successfully completed "Permit Confined-Space Entry Training" as specified by Federal Occupational Safety and Health Agency regulations, 29 CFR 1910.146, as amended.

(4) Submit a list identifying all test gauges by the name of the manufacturer, model number, and the serial numbers of each gauge that will be used in testing backflow prevention assemblies.

(e) A registered backflow prevention assembly tester shall:

(1) Annually have each recorded test kit tested for accuracy and calibrated according to TCEQ regulations, and submit a copy of the test results at the time of registration or renewal.

(2) Perform competent and accurate certifications of each backflow prevention assembly tested and shall submit complete reports thereof to the city manager or his designee.

(3) List registered serial numbers of test gauges on tests and maintenance reports prior to submitting them to the city manager or his designee.

(4) Shall not change the design or operation characteristics of a backflow prevention assembly.

(5) The original test form shall be submitted to the city the next business day after testing.

(6) Provide a copy of the completed test report to the property owners and/or persons in charge of the premises within 15 days.

(7) Maintain testing and/or repair records for a minimum of three years.

(f) After notice and hearing, the city manager or his designee may revoke a registration if the city manager or his designee determines that the tester:

(1) Has made false, incomplete, or inaccurate assembly testing reports;

(2) Has used inaccurate gauges;

(3) Has used improper testing procedures;

(4) Has expired insurance;

(5) Is not in compliance with safety regulations;

(6) Has failed to submit the required information on his/her test kits or failed to calibrate gauges annually as required by this section; or

(7) Has violated any other provision of this article.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-109. - Cost of compliance.

The cost of complying with these regulations shall be the responsibility of the property owners and their lessees. These costs include but are not limited to purchasing, installation, testing and repair of the assembly. These costs shall include point-of-use and premises isolation assemblies. Any cost incurred by the city to enforce this article is the responsibility of the property owners and lessees.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-110. - Assembly requirements.

(a) *Testing of assemblies.*

(1)

The city manager or his designee will inspect and test, or cause to be inspected and tested, all assemblies in each of the following circumstances:

a. Immediately after installation;

b. A minimum of once a year for all commercial assemblies. Residential landscape irrigation assemblies shall be tested bi-annually, except landscape irrigation systems that require RP protection shall be tested at least annually.

c. Immediately after repair;

d. Whenever the assembly is moved.

(2) Assemblies may be required to be tested more frequently if the city manager or his designee deems necessary.

(3) Assembly testing shall be performed by a certified and registered backflow prevention assembly tester, in accordance with TCEQ-approved test procedures.

(4) It is the responsibility of the property owner, customer or lessee to have all assemblies tested in accordance with this article.

(5) The city shall not be liable for damage to an assembly that occurs during testing.

(b) *Maintenance of assemblies.*

(1) A person who owns, operates, or manages premises in which required backflow prevention assemblies are installed, shall maintain such assemblies in proper working order at all times, including repair as required. Maintenance and repair of assemblies shall be done in accordance with all applicable regulations of the TCEQ and this article.

(2) Backflow prevention assemblies shall be maintained in a manner that allows them to be tested by a method that has been approved by TCEQ.

(c) *Installation requirements.* Backflow prevention assemblies shall be installed in accordance with the following requirements, to ensure their proper operation and accessibility:

(1) Backflow prevention assemblies shall be installed in accordance with all plumbing codes recognized by the city and this article. The assembly installer shall obtain the required plumbing permits prior to installation and shall have the assembly inspected by a certified cross connection inspector and as required by the plumbing code.

(2) No part of a reduced pressure principle backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. If a double check valve assembly is installed in a vault, brass plugs shall be maintained in the test ports at all times and adequate drainage shall be provided.

(3) Assemblies shall be installed at the point of delivery of the water supply, before any branch in the line, and on private property located just inside the boundary of the city's right-of-way. An inspector may specify other areas for installation of the assembly.

(4) The assembly shall be protected from freezing and other severe weather conditions with an approved enclosure.

(5) All backflow prevention assemblies shall be of a type and model approved by the city.

(6) All vertical installations shall be approved in writing by the city manager or his designee prior to installation.

(7) The assembly shall be readily accessible with adequate room for maintenance and testing.

(8) If the city manager or his designee grants written permission to install the backflow assembly inside of a building, the assembly shall be readily accessible between 8:00 a.m. and 5:00 p.m., Monday through Friday.

(9) If an assembly is installed pursuant to this section and is installed five feet or higher above the floor, it shall be equipped with a rigidly and permanently installed scaffolding acceptable to the city manager or his designee. This installation shall also meet all applicable requirements set out by the U.S. Occupational Safety and Health Administration and the State of Texas occupational safety and health laws. The property owner shall register all backflow assemblies with the city manager or his designee. Registration shall consist of date of installation, manufacturer, model, serial number of the backflow prevention assembly, and initial test report.

(10) Assemblies installed more than five feet above floor level shall have a suitable platform for use by testing or maintenance personnel.

(11) Lines shall be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.

(12) The property owner assumes all responsibility for leaks and damage. The owner shall also see that any vault is kept reasonably free of silt and debris.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-111. - Installation standards and specifications.

(a) *Reduced pressure principle backflow prevention assembly (RP).* All RP assemblies will be tested in each of the following circumstances immediately upon installation, after repair, and annually.

(1) RPs shall be utilized at premises where a substance is handled that would be hazardous to the public health if introduced into the potable water system. An RP is normally used in locations where an air gap is impractical. An RP is effective against both backsiphonage and backpressure.

(2) RPs shall be sized to provide an adequate supply of water and pressure for the premises being served.

(3)

Premises where non-interruption of water supply is critical shall be provided with two assemblies of the same type installed in parallel. They shall be sized in such a manner that either assembly will provide the minimum water requirements while the two together will provide the maximum flow required.

(4) Bypass lines are prohibited. Pipe fittings which could be used for connecting a bypass line shall not be installed.

(5) The assembly shall be readily accessible for testing and maintenance and shall be located in an area where water damage to buildings or furnishing will not occur from relief valve discharge. An approved air gap funnel assembly may be used to direct minor discharges away from the assembly; this assembly will not control flow in a continuous relief situation. Drain lines will need to accommodate full relief valve discharge flow.

(6) Enclosures shall be designed for ready access and sized to allow for the minimum clearances established below. Daylight drain ports shall be provided to accommodate full pressure discharge from the assembly.

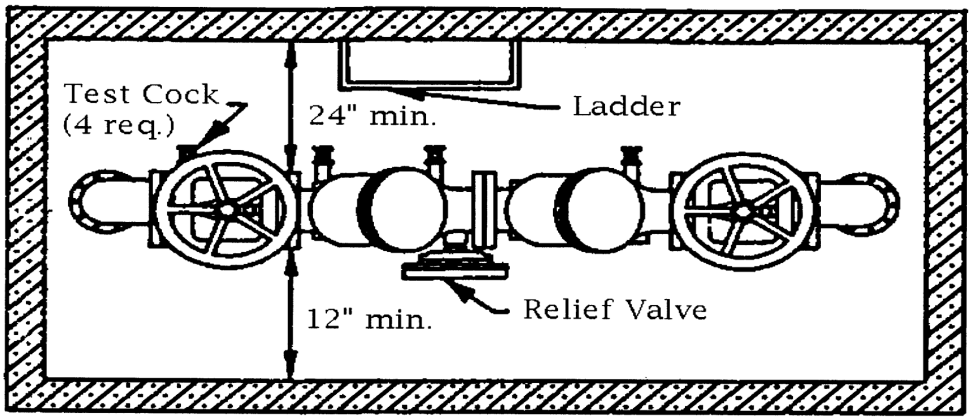
(7) All assemblies larger than two inches shall have a minimum of 12 inches on the back side, 24 inches on the test cock side, and the relief valve opening shall be at least 12 inches plus nominal size of assembly above the floor or highest possible water level. Headroom of six feet is required in vaults without a fully removable top. A minimum access opening of 24 inches square is required on all vault lids. All assemblies two inches and smaller shall have at least a six inch clearance on all sides.

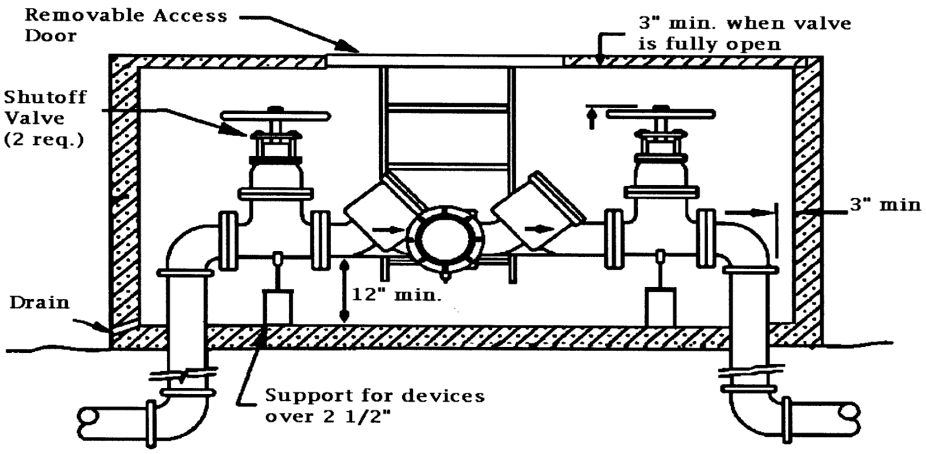
(8) All RP assemblies shall be tested in accordance with this article.

(9) Variances from these specifications will be evaluated on a case-by-case basis. Any deviations shall be prohibited without prior written approval of the city manager or his designee.

(10) RP assemblies may be installed in a vault only if relief valve discharge can be drained to daylight through a boresight type drain. The drain shall be of adequate capacity to carry the full rated flow of the assembly and shall be screened on both ends.

(11) An approved air gap shall be located at the relief valve orifice of RP assemblies. This air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than one inch.





RP Principle Large Assembly

REDUCED PRESSURE PRINCIPLE LARGE ASSEMBLY Standard Detail No. 7.01-1

NOTES:

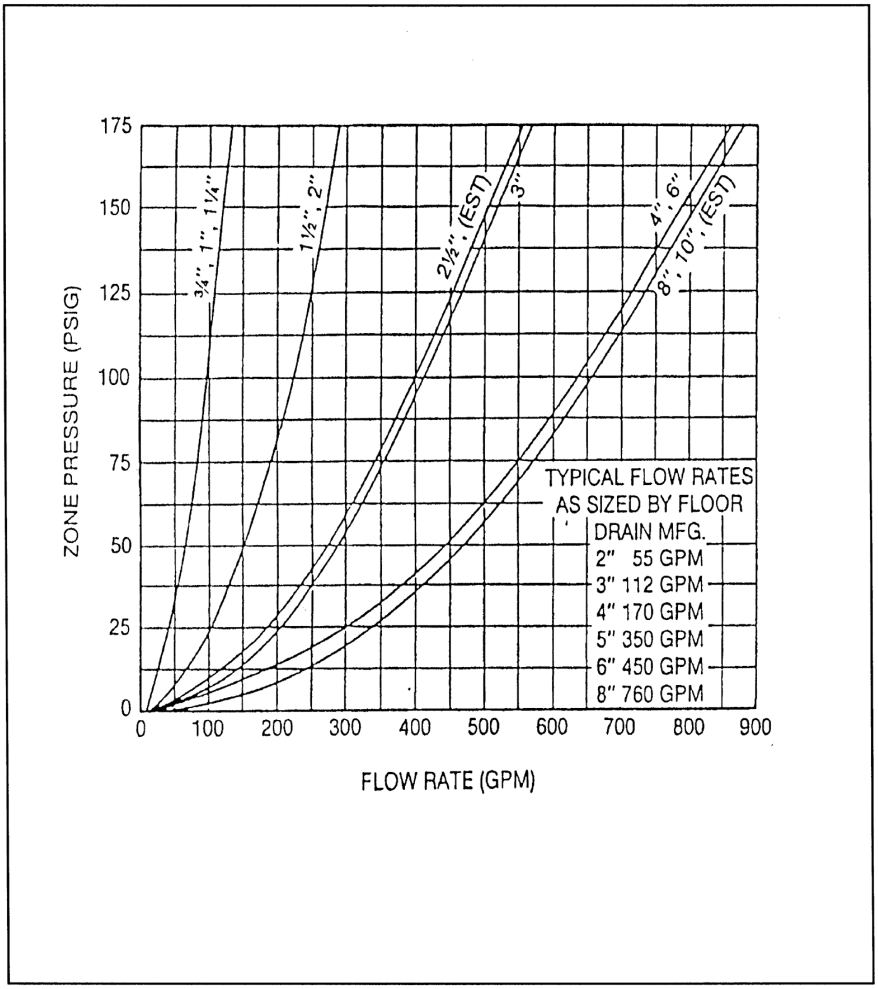
1) LARGE ASSEMBLIES ARE THOSE THAT ARE TWO AND ONE-HALF INCHES AND LARGER.

2) ASSEMBLY SHALL NOT BE SUBJECT TO FLOODING.

3) DRAIN LINES SHALL BE SIZED TO ACCOMMODATE FULL RELIEF VALVE DISCHARGE FLOW. See Flow Chart No. 7.01-2

4) REDUCED PRESSURE BACKFLOW ASSEMBLIES ARE TYPICALLY INSTALLED ABOVE GRADE IN WELL DRAINING AREAS, BUT MAY BE INSTALLED BELOW GRADE IF AN ADEQUATE DRAIN TO DAYLIGHT IS PROVIDED.

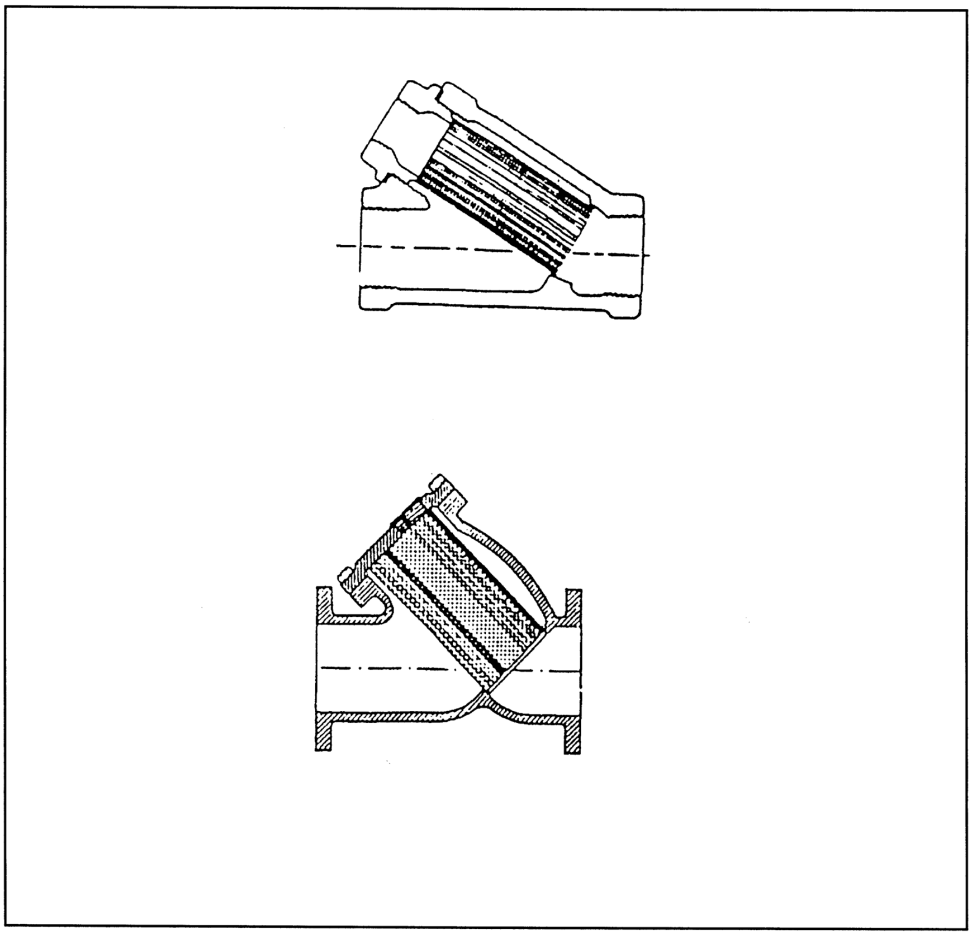
5) THE INSTALLATION ON THE SUPPLY LINE (AHEAD OF ASSEMBLY) OF A STRAINER WITH TAPPING BLOWOUT MAY BE REQUIRED. See Standard Detail No. 7.01-3.



Relief Valve Discharge Rates

RELIEF VALVE DISCHARGE RATES Standard Flow Chart No. 7.01-2

FOR REDUCED PRESSURE BACKFLOW ASSEMBLIES

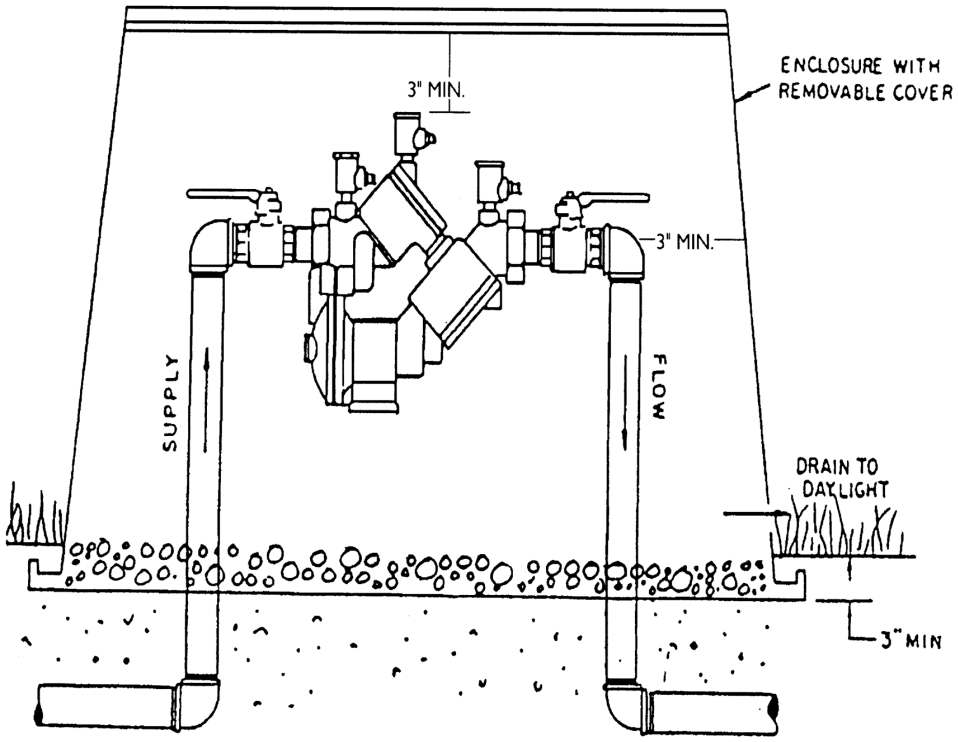


Strainers

STRAINERS Standard Detail No. 7.01-3

;sz=8q; One of the most common causes of backflow prevention assembly failure is the accumulation of sand, scale, or debris trapped in the assembly. This debris can cause the assembly to fail its required testing and can contribute to a shorter working life span of the assembly.

;sz=8q; To minimize maintenance and repairs, it is recommended that a strainer with removable screen be installed immediately upstream on the supply line of the assembly. Also, periodically remove and clean strainer screens.



RP Principle Small Assembly

REDUCED PRESSURE PRINCIPLE SMALL ASSEMBLY Standard Detail No. 7.01-4

NOTES:

1) ASSEMBLY MUST BE PROTECTED FROM FREEZING.
2) REMOVABLE INSULATED COVERS CAN BE USED.
3) ENCLOSURES MUST BE IN AREA NOT SUBJECT TO FLOODING.
4) ;hg;THE INSTALLATION ON THE SUPPLY LINE (AHEAD OF ASSEMBLY) OF A STRAINER WITH TAPPING BLOWOUT IS RECOMMENDED. See Standard Detail No. 7.01-3.

(b) *Double check valve backflow prevention assembly (DC).*

(1) Double check valve assemblies may be utilized at premises where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system.

(2) DCs shall be sized to provide an adequate supply of water and pressure for the premises being served.

(3) Premises where noninterruption of water supply is critical shall be provided with two assemblies of the same type installed in parallel. They shall be sized in such a manner that either assembly will provide the minimum water requirements while the two together will

provide the maximum flow required.

(4) Bypass lines are prohibited. Pipefittings which could be used for connecting a bypass line shall not be installed.

(5) The assembly shall be readily accessible with adequate room for testing and maintenance. DCs may be installed below grade, providing all test cocks are fitted with brass pipe plugs. All vaults shall be well drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.

(6) Assemblies two inches and smaller shall have at least a three-inch clearance below and on both sides of the assembly, and if located in a vault, the bottom of the assembly shall be not more than 24 inches below grade. All assemblies larger than two inches shall have a minimum clearance of 12 inches on the back side, 24 inches on the test cock side, and 12 inches below the assembly. Headroom of six feet is required in vaults without a fully removable top. A minimum access opening of 24 inches square is required on all vault lids.

(7) Vertical installations are allowed on sizes up to and including four inches that meet the following requirements:

a. Internally spring-loaded check valves;

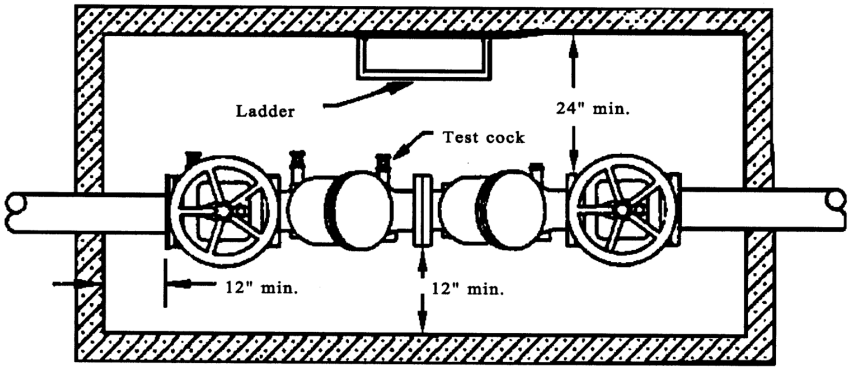
b. Flow is upward through assembly;

c. U.S.C. (University of Southern California) certifies that the assembly can be used in a vertical position; and

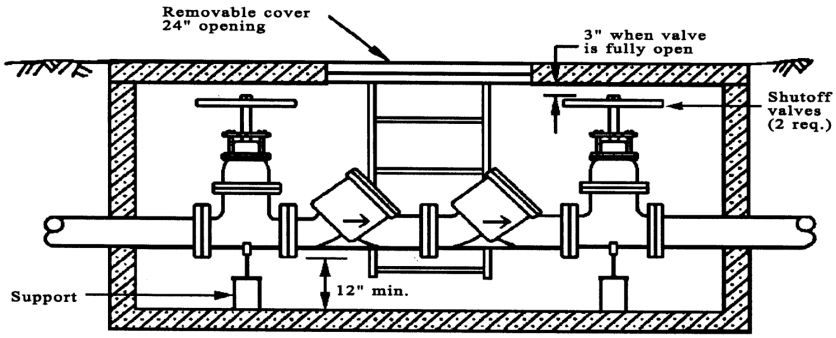
d. Approved by the city manager or his designee.

(8) All DCs shall be tested in accordance with this article.

(9) Variances from these specifications will be evaluated on a case-by-case basis. No deviations shall be permitted without prior written approval of the city manager or his designee.



Top View



Side View

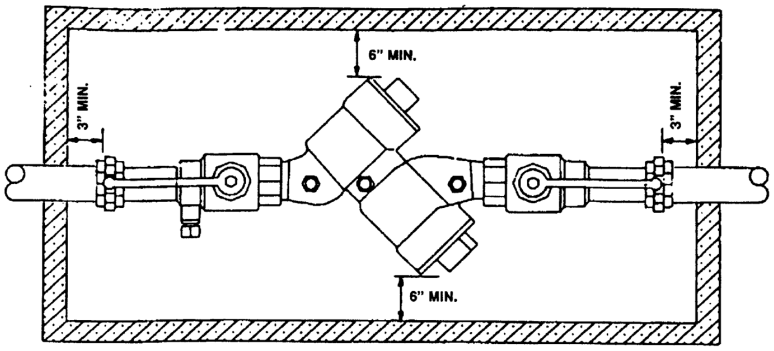
DCV Large Assembly

DOUBLE CHECK VALVE LARGE ASSEMBLY Standard Detail No. 7.02-1

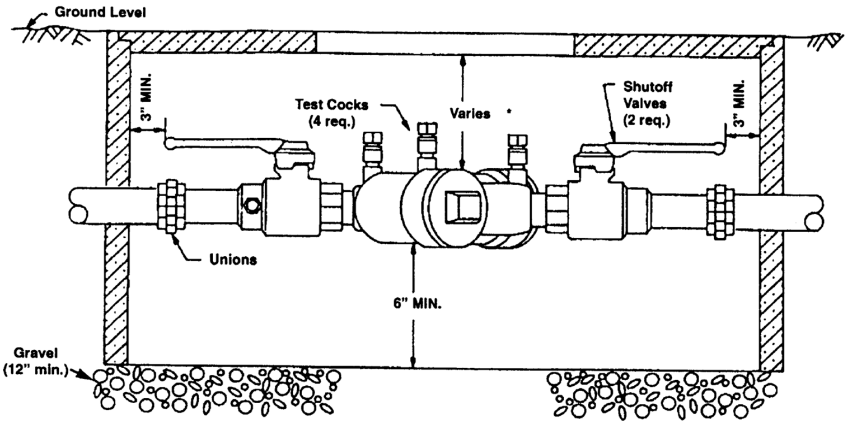
;sz=8q; NOTES:

1) LARGE ASSEMBLIES ARE THOSE THAT ARE TWO AND ONE-HALF INCHES AND LARGER.
2) VAULT INSTALLATIONS REQUIRE THE USE OF BRASS PIPE PLUGS IN ALL TEST COCKS.
3) ;hg;THE INSTALLATION ON THE SUPPLY LINE (AHEAD OF ASSEMBLY) OF A STRAINER WITH TAPPING

BLOWOUT MAY BE REQUIRED. See Standard Detail No. 7.02-3.



TOP VIEW



SIDE VIEW

DCV Small Assembly

DOUBLE CHECK VALVE SMALL ASSEMBLY Standard Detail No. 7.02-2

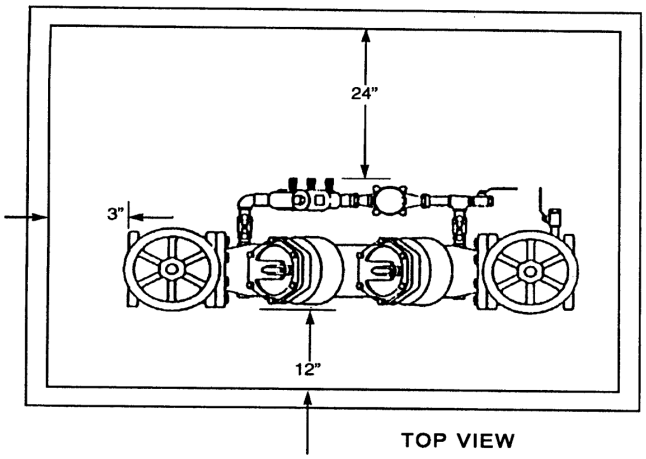
;sz=8q; NOTES:

1) ADEQUATE SPACE MUST BE ALLOWED FOR TESTING AND MAINTENANCE.
2) AREA AROUND ASSEMBLY MUST DRAIN WELL.
3) VAULT INSTALLATIONS REQUIRE THE USE OF BRASS PIPE PLUGS IN ALL TEST COCKS.
4) "Y" PATTERN ASSEMBLIES MUST BE INSTALLED SO THAT THE TEST COCKS ARE POINTED UP (See Drawing Above).
5) THOROUGHLY FLUSH THE LINES PRIOR TO INSTALLATION OF THE ASSEMBLY.

(c) 6) STRAINERS ARE RECOMMENDED. See Standard Detail No. 7.01-3.

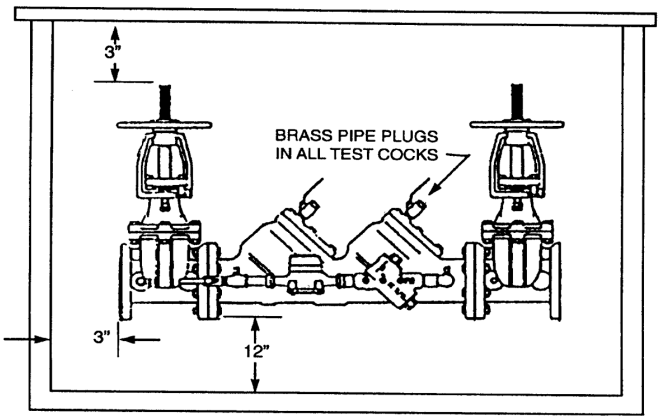
Double detector check valve assembly (DDC). Double detector check valve assemblies may be utilized in all installations requiring a double check valve assembly and detector metering. DDCs shall comply with the installation requirements applicable for double check valve assemblies

(DCs).



TOP VIEW

SIDE VIEW



Double Check Detector Assembly

DOUBLE CHECK DETECTOR ASSEMBLY Standard Detail No. 7.03-1

;sz=8q;NOTES:

1) ASSEMBLIES 2" AND SMALLER SHALL HAVE 3" CLEARANCE BELOW AND ON SIDES.
2) VAULT INSTALLATIONS REQUIRE THE USE OF BRASS PIPE PLUGS IN ALL TEST COCKS.
3) ;hg;THE INSTALLATION ON THE SUPPLY LINE (AHEAD OF ASSEMBLY) OF A STRAINER WITH TAPPING

(d) BLOWOUT MAY BE REQUIRED. See Standard Detail No. 7.01-3.

Pressure vacuum breaker assembly (PVB).

(1) PVBs may be utilized at point-of-use protection only and where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system. PVBs protect against backsiphonage only and shall not be installed where there is

potential for backpressure.

(2) The assembly shall be installed a minimum of 12 inches above the highest use outlet or overflow level downstream from the assembly.

(3) PVBs shall not be installed in an area subject to flooding or where damage would occur from water discharge.

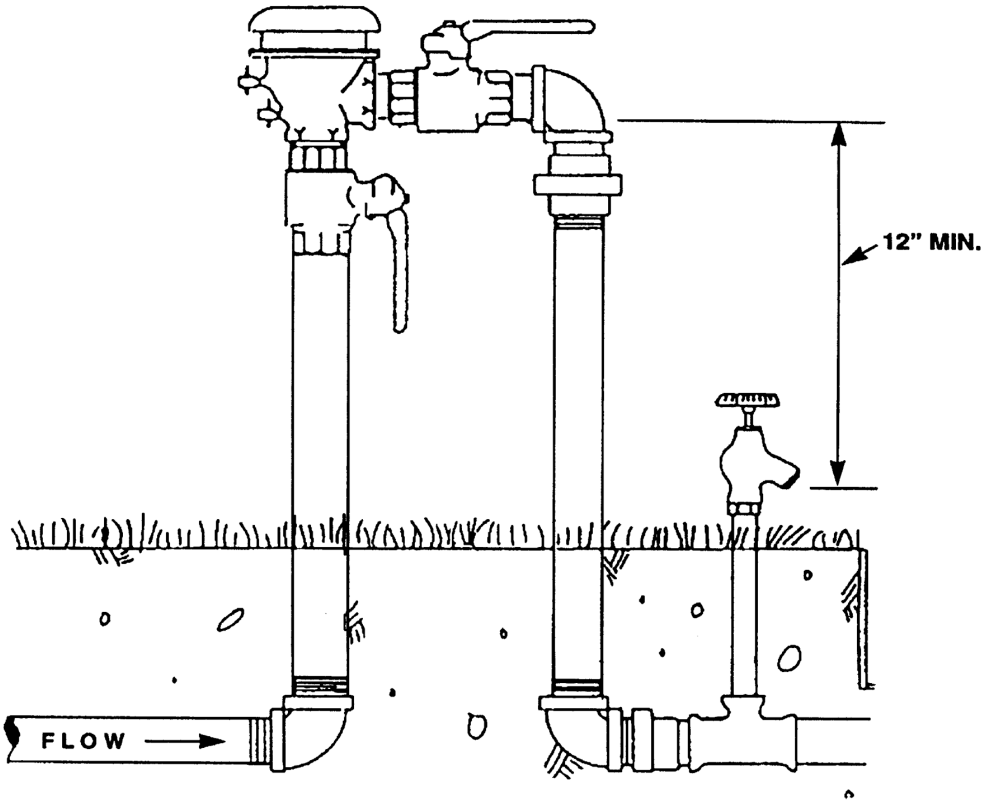
(4) The assembly shall be readily accessible for testing and maintenance, with a minimum clearance of 12 inches all around the assembly.

(5) PVBs shall be located between 12 inches and 60 inches above ground level.

(6) A strainer with blowout tapping may be required ahead of the assembly.

(7) All PVBs must be tested in compliance with this article.

(8) Variances from these specifications will be evaluated on a case-by-case basis. No deviations shall be permitted without prior written approval of the city manager or his designee.



Pressure Vacuum Breaker

PRESSURE VACUUM BREAKER Standard Detail No. 7.04-1

NOTES:

1) DOWNSTREAM CONTROL VALVES OR SHUT-OFFS ARE ALLOWED.

2) INSTALL ASSEMBLY AT LEAST 12" ABOVE HIGHEST DOWNSTREAM PIPING.

3) NO PUMPS OR BACKPRESSURE SOURCE ALLOWED.

4) NO CHEMICAL ADDITION INTO SYSTEM ALLOWED.

5) ;hg;PRESSURE VACUUM BREAKERS MUST BE TESTED BY A CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER UPON INSTALLATION AND ANNUALLY THEREAFTER; ALSO WHEN MOVED OR REPAIRED.

(e) *Atmospheric vacuum breaker (AVB).*

(1) AVBs provide minimal protection and are approved for very low hazard applications only. AVBs protect against backsiphonage only and are prohibited where there is potential for backpressure.

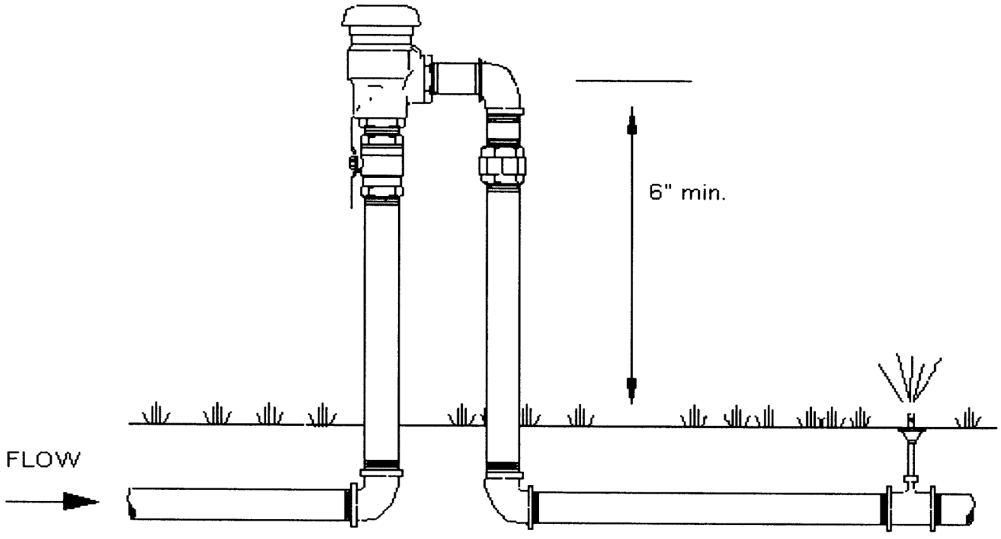
(2) The assembly shall be installed a minimum of six inches above the highest use outlet or overflow level downstream from the assembly.

(3) Shutoff valves downstream from the assembly are prohibited.

(4) AVBs shall be allowed only for those applications where there is less than 12 hours per day continuous use.

(5) AVBs shall not be installed in an area subject to flooding or where damage may occur from water discharge.

(6) AVBs shall be allowed for point-of-use protection only in accordance with the plumbing code. AVB's, in some installations, may not be recognized as adequate protection by the city manager or his designee, so additional protection may be required.



Atmospheric Vacuum Breaker

ATMOSPHERIC VACUUM BREAKER Standard Detail No. 7.05-1

NOTES:

1) NO CONTROL VALVES OR SHUT-OFFS ALLOWED DOWNSTREAM.
2) INSTALL ASSEMBLY AT NO MORE THAN 60" ABOVE GROUND LEVEL.
3) INSTALL ASSEMBLY AT LEAST 6" ABOVE HIGHEST DOWNSTREAM USE PIPING.
4) NO PUMPS OR BACKPRESSURE SOURCE ALLOWED.
5) NO CHEMICAL ADDITION INTO SYSTEM ALLOWED.

(f) *Air gap separation.*

(1) Air gap separations provide maximum protection from backflow hazards and may be utilized at premises where a substance is handled that would be hazardous to health if introduced into the potable water system.

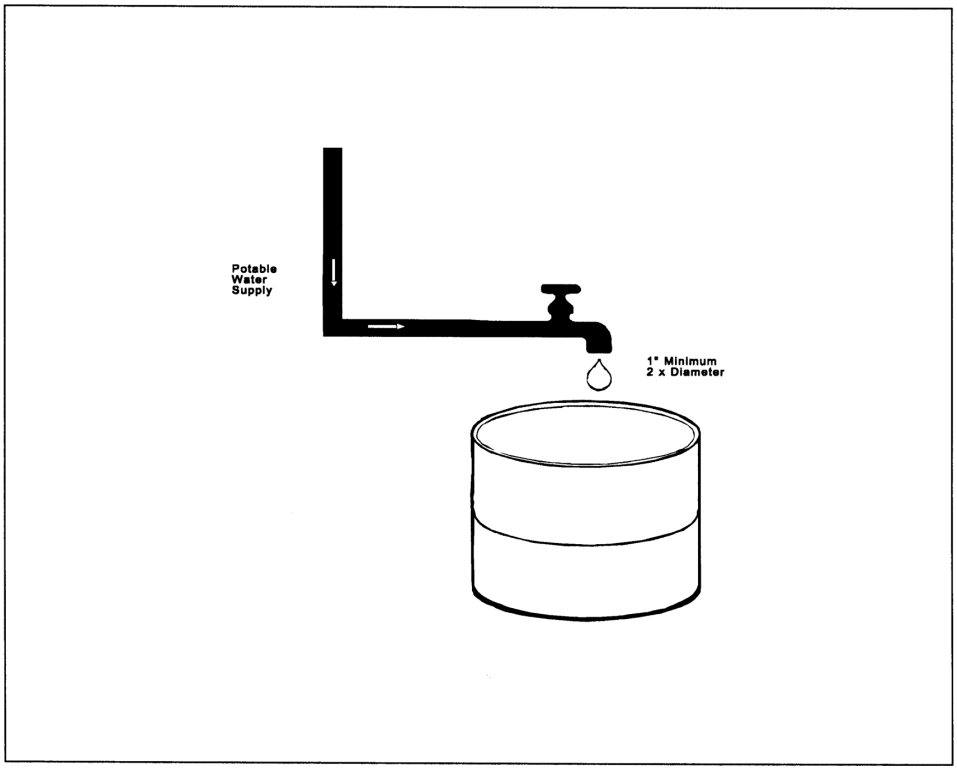
(2) An air gap separation shall be at least twice the diameter of the supply pipeline measured vertically above the top rim of the receiving vessel—in no case less than one inch. If splashing is a problem, tubular screens may be attached or the supply line may be cut at a 45-degree angle. The air gap distance is measured from the bottom of the angle. Hoses shall not be allowed.

(3) Air gap separations shall not be altered in any way and shall be available for inspection at all reasonable times.

(4) Side walls, ribs or similar obstructions do not affect air gaps when spaced from the inside edge of the spout opening a distance greater than three times the diameter of the effective opening for a single, or a distance greater than four times the effective opening for two intersecting walls.

(5) In cases where there are three or more side walls, ribs or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening other than as specified in paragraph (4) above, the air gap shall be measured from the top of the wall.

(6) The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing which feeds the assembly or outlet. If two or more lines supply one outlet, the effective opening shall be the sum of the cross-sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.



Air Gap Separation

AIR GAP SEPARATION Standard Detail No. 7.06-1

NOTES:

1) PROVIDES MAXIMUM PROTECTION.

2) THE VERTICAL, PHYSICAL SEPARATIONS MUST BE AT LEAST TWICE THE DIAMETER OF THE INLET PIPE BUT NEVER LESS THAN 1 INCH.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-112. - Responsibilities of owners, customers and lessees.

It is the responsibility of all property owners, users, customers and lessees to abide by the conditions of this article. The customer at leased or rented premises is responsible for the installation, testing and repair of all backflow assemblies on the premises.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-113. - Access to premises.

(a) Every person provided water service by the city directly or indirectly shall, during the hours of 8:00 a.m. through 5:00 p.m., permit the city manager or his designee, or their designee, to enter their premises and buildings for the purpose of inspecting pipes and fixtures and the manner in which the water is used to determine compliance with this article.

(b) If any water user refuses access to their premises for inspection by an inspector, the water user shall install a reduced pressure principle assembly at the service connection to the premises.

(c) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected shall be promptly removed by the water user at the written or verbal request of the city manager or his designee and shall not be replaced. The costs of clearing such access shall be borne by the user.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-114. - Permits.

All city and local permits and plumbing code permits which are required by the city must be met and maintained to meet the requirements of this article.

(Ord. No. 1948, § 1, 10-18-05)

Sec. 20-115. - Miscellaneous provisions.

(a) *Enforcement and penalties.*

(1) The city manager or his designee is hereby authorized to enforce the provisions of this article by any one or more of the enforcement mechanisms set forth in this article.

(2) The inspectors, agents or representatives of the city charged with enforcement of this article shall be deemed to be performing a governmental function for the benefit of the general public and neither the city, the city manager or his designee, nor the individual inspector, agent, or representative of the city engaged in inspection or endorsement activities under this article when acting in good faith and without malice shall ever be held liable for any loss or damage, whether real or asserted, caused, or alleged to have been caused, as a result of the performance of such governmental function.

(3) Failure on the part of any customer to discontinue the use of all cross connections, to physically separate cross connections or install and/or test the required assembly to protect a cross connection is sufficient cause for the immediate discontinuance of public water service to the premises, and, in addition, shall constitute a misdemeanor punishable by fine of not less than $1.00 nor more than $2,000.00 and each and every day said violation continues shall constitute a separate offense.

(4)

Failure on the part of any customer (property owner or lessee) to bring his property into compliance with this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not to exceed the maximum allowable by law. Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(5) Any person who has knowingly made any false statement, representation, or certification in any application, record, report, plan, or other documentation filed, or required to be maintained pursuant to this article or any order issued under it, or who has falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this article shall upon conviction be fined in an amount not to exceed the maximum allowable by law.

(6) A person is criminally responsible for a violation of the article if the person:

a. Commits or assists in the commission of a violation; or

b. Is a property owner, tenant, lessee, permittee or other person in control of the premises determined to be the source of a violation.

(7) A violation of any of the provisions of this article shall constitute a misdemeanor punishable by fine of not less than $1.00 nor more than $2,000.00 and each and every day said violation continues shall constitute a separate offense.

(b) *Emergency suspension of utility service.*

(1) The city manager or his designee may, without prior notice, suspend water service to any premises when such suspension is necessary to stop an actual or threatened backflow which:

a. Presents or may present imminent and substantial danger to the environment or to the health or welfare of persons; or

b. Presents or may present imminent and substantial danger to the city's public water supply.

(2) As soon as is practicable after the suspension of service, the city manager or his designee shall notify the owner or person in charge of the premises of the suspension in person or by certified mail, return receipt requested, and shall order such person to correct the cross connection which allowed the backflow to occur. When time permits, the city manager or his designee should also notify the owner or person in charge prior to suspending water service.

(3) If the person fails to comply with an order issued under subsection (2) of this subsection, the city manager or his designee may take such steps as the city manager or his designee deems necessary to prevent or minimize damage to the public water supply or to minimize danger to persons.

(4) The city manager or his designee shall not reinstate suspended services until:

a.

The person presents proof, satisfactory to the city manager or his designee, that the cross connection has been eliminated or protected and its cause determined and corrected;

b. The person pays the city for all costs the city incurred in responding to the backflow or threatened backflow; and

c. The person pays the city for all costs the city will incur in reinstating service.

(5) A person whose service has been suspended may appeal such enforcement action to the city manager or his designee, in writing, within ten days of notice of the suspension.

(6) A person commits an offense if the person reinstates water service to premises suspended pursuant to this section, without the prior approval of the city manager or his designee.

(7) The remedies provided by this section are in addition to any other remedies set forth in this article. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.

(c) *Nonemergency termination of water supply.*

(1) The city manager or his designee may terminate the city-provided water supply of any water user who violates the following conditions:

a. Refusing the city manager or his designee reasonable access to the water user's premises for the purpose of inspection;

b. Hindering or denying the city manager or his designee access to backflow prevention assemblies;

c. Failing to install a reduced pressure principle assembly as required by section 20-111;

d. Failing to install and maintain backflow prevention assemblies in compliance with this article; or

e. Failing to install, maintain, and operate their piping and plumbing systems in accordance with the plumbing code.

(2) The city manager or his designee will notify a water user of the proposed termination of his water supply. The water user may petition the city manager or his designee for a reconsideration and hearing within 15 days of service termination.

(3) Exercise of this enforcement option by the city manager or his designee shall not be a bar to, nor a prerequisite for, taking any other action against the water user.

(4) The city manager or his designee shall not reinstate suspended services until:

a. The person presents proof, satisfactory to the city manager or his designee, that the cross connection has been eliminated or protected and its cause determined and corrected; and

b. The person pays the city for all costs the city will incur in reinstating service.

(d)

Remedies nonexclusive. The remedies provided for in this article are cumulative and are not exclusive of any other remedies that the city may have under state or federal law or other city ordinances. The city may take any, all, or any combination of these actions against a violator. The city may take more than one enforcement action against any violator. These actions may be taken concurrently.

(Ord. No. 1948, § 1, 10-18-05)

Secs. 20-116—20-119. - Reserved.

RESOLUTION NO. 2023-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH SC TRACKING SOLUTIONS FOR BACKFLOW DEVICE INVENTORY AND COMPLIANCE MANAGEMENT AS PART OF THE CITY'S BACKFLOW PREVENTION ASSEMBLY TESTING PROGRAM FOR A ONE-YEAR TERM WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS, IN AN EXPENDITURE AMOUNT OF $0.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Backflow Prevention Assembly Testing Program is state-mandated by the Texas Commission on Environmental Quality and the Federal Clean Water Act; and

WHEREAS, the Backflow Prevention Assembly Testing Program aims to protect the City's water supply from contamination or pollution due to any cross connections; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to enter into an agreement with SC Tracking Solutions for backflow device inventory and compliance management for a one-year term, October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms, in an expenditure amount of $0.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an agreement with SC Tracking Solutions for backflow device inventory and compliance management for a one-year term, October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms, in an expenditure amount of $0.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager, or 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 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

SC TRACKING SOLUTIONS
"Accomplish More, Work Smarter"

06/29/2023

City of Duncanville
Attn: David Dunn

Subject: Scope of Service to Provide Professional Services for Backflow/CSI/FOG Prevention Data Management Implementation and Tracking

Dear Sir:

This letter of agreement confirms SCTracking (SCT) will provide TCEQ compliant Cross-Connection Control / Backflow Prevention / CSI / FOG program assistance with electronic data gathering, tracking, registration, and notifications as outlines in this scope. SCT has assisted many cities across the State of Texas with review and development of Federal and State legislative compliance programs including Backflow Prevention / Cross-Connection Control management, and seeks to ensure the city's continued compliance with the Texas Commission on Environmental Quality (TCEQ) regulations pertaining to backflow protection.

SCOPE OF WORK

The scope of services to be performed by SCT under this letter agreement is described in Exhibit A.

All work will be performed in accordance with SCT's attached (see Exhibit B) Standard Terms and Conditions. To accept this proposal, please sign and date two copies and return one copy to SCT within 10 days.

The work defined herein shall begin after SCT receives the signed copy of this letter agreement and is anticipated to complete implementation and data transference within 90 days.

Please review the enclosed scope and fee, and feel free to contact me with any questions or comments at 1-866-232-0174 or via email at tonys@sctrackingsolutions.com.

We look forward to the opportunity to perform the work for you.

Sincerely yours,

www.sctrackingsolutions.com - Ph.1(866)232-0174 - Fax. (866)410-1093
Customer Service cs@sctrackingsolutions.com – P.O. Box 323 Rockwall, TX 75087

SC TRACKING SOLUTIONS
"Accomplish More, Work Smarter"

SCTracking Solutions

Tony Santoro,
Authorized SC Tracking Solutions.com Representative

Tony Santoro

The undersigned agrees to the Terms and Conditions of this Letter Agreement attached hereto.

Purveyor _____

Signature _____

Printed Name _____

Title _____

Date _____

Attachment

www.sctrackingsolutions.com - Ph.1(866)232-0174 - Fax. (866)410-1093
Customer Service cs@sctrackingsolutions.com – P.O. Box 323 Rockwall, TX 75087

EXHIBIT A

SCOPE OF WORK

The purpose of this scope of services is for the Sample to allow SCTracking Solutions (SCT) to provide TCEQ compliant Cross-Connection Control / Backflow Prevention program assistance with electronic data gathering, tracking, registration, and notifications to ensure continued TCEQ compliance record keeping for these programs.

BACKGROUND

Texas has promulgated regulations that mandate that all public water suppliers have a program to require backflow prevention devices be installed to protect against contamination of public water supplies. Effective January 1, 1996, the Texas Commission on Environmental Quality (TCEQ) required that all public water systems comply with Texas Administrative Code, Title 30, Chapter 290, which states as follows:

Internal cross-connection control programs are supported by the following:

30 TAC 290.44(h)(1)(B) At any residence or establishment where an actual or potential contamination hazard exists and an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

(i) An adequate internal cross-connection control program shall include an annual inspection and testing by a licensed backflow prevention assembly tester on all backflow prevention assemblies used for health hazard protection.

(ii) Copies of all such inspection and test reports must be obtained and kept on file by the water purveyor.

(iii) It will be the responsibility of the water purveyor to ensure that these requirements are met.

30 TAC 290.44(h)(5) The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.

Plumbing Ordinance, Regulations, or Service Agreements [30 TAC 290.46(i)]

Every PWS is required to adopt either:
• a plumbing ordinance,
• local ordinance / regulations, or
• service agreements.

These give the local public water supplier the authority to implement a cross- connection control program. Whichever is adopted, it must have provisions for proper enforcement in order to prohibit cross-connections and other unacceptable plumbing practices.

PWSs serve a wide variety of customers throughout Texas. The potential cross- connections found in a rural area can be very different from those found in an urban setting. **Each PWS should carefully consider the types of hazards that may be present in its distribution system before adopting a plumbing ordinance, regulations, or service agreement.** This will allow the PWS to tailor the adopted rules to better protect the potable-water supply against a category of specific potential hazards in the PWS's local area. Important: the adopted ordinance, regulations, or service agreements may be more stringent than the TCEQ regulations, but cannot be less stringent.

For example, if you supply water to residential customers who have irrigation systems and also have animals on their lot, run a business from their house, or have an auxiliary water supply—which increases the contamination hazard—you may require more rigorous testing of the backflow preventers for those customers. While TCEQ rules address the hazards posed to the potable water supply, **specific requirements adopted in the local ordinance, regulations, or service agreement** will strengthen your enforcement of these requirements—increasing awareness of the rules and reducing the number of questions. Note that an investor-owned utility has only limited authority to adopt more stringent requirements than the TCEQ rules [30 TAC 291.93(5)].

The TCEQ began full enforcement of these regulations and evaluates public water systems for compliance through its annual public water system inspection program. **All systems found without a program or with an inadequate program** may risk potential enforcement action in the form of fines each day from the TCEQ until an approved program is in place.

THE OBJECTIVES TO BE ACHIEVED WITH THIS PROPOSAL

1. Provide a TCEQ compliant Backflow Prevention Data Management Assistance;
2. Conduct City staff interviews and presentations as necessary to gather required information for data management assistance for continued TCEQ compliance.

TASKS NECESSARY TO ACHIEVE AGREEMENT

Task A – Data Transfer Process

All existing addresses and data on City file are entered into the software, as well as the entire description of the data type is entered into the tool. Contact Information, to include all specific information on the person or persons responsible to have the assembly/s tested annually, physical and mailing address. GPS address validation is confirmed for accuracy, zip code and phone number. Based on the last test date the data is then assigned a next due date. The process of mailing the first notice proceeds from this point. All Brand new addresses and application specific data follow a similar path flowing from the building/development or permitting department prior to going into service. Data is delivered via email report within a PDF format to all designated city contacts.

Task B – Mailing

Backflow approved annual notice are mailed 35/15 days prior to the annual due date of an assembly. SC Tracking Solutions will mail the city approved notification to the responsible party with

instructions to have their chosen Inspector/Tester/Hauler/Provider register a profile at sctrackingsoltutions.com. FOG Generators are mailed an approved Courtesy education notice each January. CSI does not have a notification. OSSF homeowners are mailed approved Enforcement Action notice 30 days of contract expiration.

Returned Mail has two options; (A) SC Tracking Solutions return envelope is used for mailing at our cost. All returned mail comes directly to our PO Box, logged, time stamped and noted in the data base. Customer Service will then email the returned address correspondence to the city representative for new or correct mailing address. (B) Provided Envelopes have the City return address envelope and logo. Upon receiving the returned mail, city representative will email corrected address over for update within the system. Re mailing will then occur to the proper address, not within the current mailing cycle but the one proceeding to allow for a full enforcement timeline. This will happen with both A or B.

Task C – Inspector /Tester/Hauler/Provider Reporting

All state questions and identifiers are required fields. The Inspector/Tester/Hauler/Provider will be allowed to create their own log in and password. Once vetted and logged on the Inspector/Tester/Hauler/Provider will enter the catalog number. This will bring up the data and info to be entered, as well as the format specific to the report specific matrix, as outlined on the state standard form. The Inspector/Tester/Hauler/Provider will enter the results of the test, pass or fail, remarks, repairs, and check out. The SCTS system knows the passing and failing values of every report type. Inspector/Tester/Hauler/Provider who do not have a current company license and employment record to test fire line backflow will be restricted from doing so. Should the assembly fail, the Inspector/Tester/Hauler/Provider will be asked to enter the repairs completed, then the retest results. If a report fails it will go to the non-compliance report for the City to follow up on. This will happen concurrently throughout the year until all reporting is completed. The City always has full access to all document's day or night, 24/365.

Citizens have free access to the history of the test, through open records on the site, day or night or as restricted by city policy. Restrictions can be put in place to abide by city protocol. City representatives are redirected to a private city site to view, print, log Inspector/Tester/Hauler/Provider and address notes as well as to view all reporting features and reports.

Task D – Provide Location and storage of inspection reports; primary and *secondary* data

The City is the primary storage holder of every report and can pull any report, notice or non-compliance report at any time from the SCTS site. SC Tracking Solutions catalogs monthly non-compliance reports for City use and Inspector/Tester/Hauler/Provider documents (example…calibration sheet, driver license, BPAT license, fire sprinkler license, confined space certification, MP license, Hauler Permit, Disposal License, CSI License, etc.)

Features of the storage area are listed below:

- Our primary location is an undisclosed facility in Frisco, Texas, with an off-site secondary location plus a global data center.
- Currently we utilize HP ProLiant dl360 dual Xeon, 32 gb memory, 1TB of Raid-5 storage, replicated to 2tb NAS.

- Global center will utilize Intels Xeon E3-1270 v6, 4 Cores (HT) x 3.8 Ghz. 32 gb DDR5 ECC memory, 2,000 gb Data storage,
- A data center providing multiple redundant connections to the internet, we can guarantee up-time in the five nines.
- We use 256 bit encryption for transaction data plus unique user single-authentication processes.
- The application is web-based and does not need and additional components at this time.
- The application is IE 10+, Firefox, and Chrome compatible.
- Email and phone support
- 8 to 5 Monday thru Friday, Central Standard Time located in the DFW Metroplex.
- The City of Duncanville owns the data, SC Tracking Solutions own the software and service. Per the contract should the two parties discontinue service all data will be returned to the City via CSV file or means suitable.
- All support is provided through our customer service department and your assigned account executive.
- If an issue arises that a customer service representative deems technical, the representative will forward the ticket to the IT department.
- Users are currently redirect to a 3rd party credit card processing company. Credit card numbers nor the information provided for billing is stored or viewable by any SC Tracking personnel.

Site Restrictions:

- All Inspector/Tester/Hauler/Provider will have password protected logins.
- The site uses SSL protection through the host of the site.

Task E – Inspector/Tester/Hauler/ Provider Validation

One account, one Inspector/Tester/Hauler/Provider, one password per the rules of TCEQ, allows for full accountability of each Inspector/Tester/Hauler/Provider.

Inspector/Tester/Hauler/Provider will be required to set up a password protected account at www.sctrackingsolutions.com. At which time they will also turn in by fax, email, scan, mail or upload all required documentation/credentials as determined by state law and City ordinance. SC Tracking Solutions will cross check all registrations, required professional license and documentation with TCEQ and the State Fire Marshal's database as well as verify all credentials prior to issuing the Inspector/Tester/Hauler/Provider temporary password. Once a temporary password is issued the Inspector/Tester/Hauler/Provider will log in to the site and change the temporary password to a permanent password of their choosing.

The SCTS software has restrictions that keep the Inspector/Tester/Hauler/Provider from entering data unless all credentials remain current. They will be notified via there profile page to forward any expiring documentation to SCTS for verification and reactivation. All Inspector/Tester/Hauler/Provider have access to their personnel profile for updating and uploading any new data that may have changed.

Task F – Inspector/Tester/Hauler/ Provider Report Fees

- $TBD plus sales tax (Standard Rate), Backflow/FOG/CSI/OSSF (Added City Fees Reimbursed Quarterly with Itemized Form). Charges may apply with CSI option A. CSI option B has not charges applied to the purveyor.
- Paid by the Inspector/Inspector/Tester/Hauler/Provider /Hauler/Provider at time upon check out.
- All mailing fees paid by SC Tracking Solutions
- All credit card processing fees paid by SC Tracking Solutions
- Additional Fees apply if City applies additional fees to Standard Rate. (50 cent increase for each $5 increment over standard rate) (Example: $25 fee would incur a $1 SCTS fee, added to the standard rate, since there is (2) full $5 increments over the standard rate) **This covers the additional credit card fees associated with a higher combined rate.
- 60 days prior to any report rate increase, SC Tracking will notify the local purveyor. Rates normally increase due to costs related to postage and handling.
- Sales taxes apply to the data processing portion of the report fee only.

Task G – City Representative Report/Support Management

- Private Access to Live, Real time reporting system 24/365
- Printable reports in compatible, functional outlines
- Accessibility to all phone, mailing, Inspector/Tester/Hauler/Provider and email logs.
- Customized reporting
- SCTS assigned Account Manager for daily support.
- Audit, Non-Compliance and 5 year history reports (5 yr. report disallows date creeping)
- Search by multiple configurations.
- Live Support Customer Service Agents 8am-5pm Monday-Friday Central time

Task H – Quality Control (Data integrity) Multi-layer Quality Control for Data Accuracy

- Daily Report Management and Remarks Update using system restrictions.
- Weekly Report Management for Date Integrity
- Monthly Review of all Data

EXHIBIT B

SCTRACKING SOLUTIONS
STANDARD TERMS AND CONDITIONS

I. SCOPE

SCTracking Solutions, (SCT) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of SCT shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services Article I in accordance with the compensation provisions in the proposal. Payment to SCT will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and SCT Contractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, SCT's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. RESPONSIBILITY

STANDARD OF CARE. SCT is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. SCT does not expressly or impliedly warrant or guarantee its services.

RELIANCE UPON INFORMATION PROVIDED BY OTHERS. If SCT's performance of services hereunder requires SCT to rely on information provided by other parties (excepting SCT's Contractors), SCT shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

IV. INDEMNIFICATION

SCT agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of SCT, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall SCT be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. INSURANCE

SCT shall maintain during the life of the Agreement the following minimum insurance:

1. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.
2. **Professional liability** insurance with limits of not less than $1,000,000.

Client shall be named as additional insured on polices 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. SUBCONTRACTS

SCTs hall be entitled, to the extent determined to be appropriate by SCT, to Subcontract any portion of the Work to be performed under this Agreement.

VII. ASSIGNMENT

If the authorized scope of work includes construction activities or the oversight of construction, SCT may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to a registered engineering affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which SCT renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, SCT may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and SCT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the SCT office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

SCT shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of SCT. SCT will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by SCT hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on SCT's performance of its services hereunder.

XIII. WORK PRODUCT

SCT and Client recognize that SCT's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify SCT against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client**. By written notice to SCT, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. SCT shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then SCT shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By SCT**. By written notice to Client, SCT may suspend the Work if SCT reasonably determines that working conditions at the Site (outside SCT's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article II, Compensation, or for other circumstances not caused by SCT that are interfering with the normal progress of the Work. SCT's suspension of Work hereunder shall be without prejudice to any other remedy of SCT at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to SCT, or (b) for cause, if SCT materially breaches this Agreement through no fault of Client and SCT neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to SCT.
2. **By SCT**(a) for cause, if Client materially breaches this Agreement through no fault of SCT and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after SCT has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or SCT in the aggregate for more than 30 days.
3. **Payment upon Termination**. In the event of termination, SCT shall perform such additional work as is reasonably necessary for the orderly closing of the Work. SCT shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the SCT Project Manager and to the person signing the proposal on behalf of the Client and shall be effective upon delivery to the addressed stated in the proposal.

XVII ACCOUNT TERMS

1. City representatives are permitted access to the Services. Each representative will be required to set up a unique username and password.
2. City is responsible for maintaining the security of account passwords. SC Tracking Solutions cannot and will not be liable for any loss or damage from City failure to comply with this security obligation.
3. City agrees to forward all testers, inspectors, technicians, owners, landlords, property managers and any related inspections, including new construction and existing commercial or residential occupancies, to sctrackingsolutions.com.
4. City agrees that SC Tracking Solutions is not an enforcement agency and at no time will be asked to enforce local or state laws or codes.
5. Designated City enforcement personal will make every attempt to follow up on inspections that are overdue within a reasonable amount of time.
6. City may not use the Service for any illegal or unauthorized purpose. City must not, in the use of the Service, violate any laws in its jurisdiction (including but not limited to copyright laws).
7. SC Tracking Solutions will store all information and data at a secure location at the address Frisco, TX. The IT Department for the City may review the data security policies for SC Tracking Solutions to ensure that they meet applicable standards for data security.
8. SC Tracking Solutions acknowledges that the City is a governmental entity subject to public information laws of the State of Texas as codified in chapter 552 of the Texas Governmental Code. SC Tracking Solutions understands that, by maintaining City data, SC Tracking Solutions may be subject to the public information laws of Texas. SC Tracking Solutions agrees to fully cooperate with the City in regard to the City fulfilling its obligations under the public information laws of the state.
9. If City chooses for SC Tracking Solutions to complete an inventory, City understands that SC Tracking Solutions may not have data for all assemblies not found and cataloged.
10. If City chooses for SC Tracking Solutions to complete a survey, additional fees apply.

XVIII Term of Service Payment, Refunds, Upgrading and Downgrading Terms

1. Payment Term of Service- User will be charged $8.95R/$11.95C total for the use of the backflow and CSI (Builder Option) application and $11.95 for the FOG application, or any combination of. There will be no refunds or credit in regards for partial months of service, upgrade/downgrades. Fees can change with 30 day notice to the Purveyor/Users. No charges for internal employees to use the tool or report owned assembly/devices.
2. Payment Term of Service – there will no fee or cost to transition the existing data into the SCTS tool, $25,000 value.
3. The annual partnership fee of $0 for the Backflow/CSI/FOG/OSSF application will not change for the life of the partnership as long as the contract is renewed annually without interruption and the *City* is not in breach of contract terms. City employee accounts will have no charge.

4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and City shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
5. SC Tracking Solutions has the right to collect all taxes, levies, or duties imposed by taxing authorities as a data processor. Per the State of Texas Comptrollers office, SC Tracking is required to pay sales tax on the SC Tracking fee, not the water purveyors extended portion. Sales will be charged to the User/Tester.
6. City will be given 60 days' notice prior to the final term date of the contract.

XIXV Cancellation and Termination

1. If City elects to discontinue the use of SC Tracking Solutions service, written notice must be provided to SC Tracking Solutions at least 30 days prior to cancellation. Additionally and upon termination all City content will be immediately returned to City.
2. Upon termination of the contract, SC Tracking Solutions will submit all data collected resulting from any services in City. Such data will be submitted in a retrievable format such as a CSV file.

XXI Modifications to the Service and Prices

Prices of all Services, except for the annual subscription plan fees to the Service with any fees directly bill to City, are subject to change upon 30 days' notice from SC Tracking Solutions.

XXII Copyright and Content Ownership

1. SC Tracking Solutions claims no intellectual property rights over the material City, or any users provide to the Service. City retains access rights to any information provided to SC Tracking Solutions by third parties who are using the Service to comply with any state or local requirement. SC Tracking Solutions will allow City access to site to view any data submitted. Such data shall be made available to City in easily accessible format.
2. SC Tracking Solutions will retain information submitted to them until the City Secretary, in implementing City records retention policy, determines that such information can be disposed.
3. The City authorizes SC Tracking Solutions use of the City logo on all forms, letters, notices, reports, computer portals or other Services related item. All forms, documents, computer portals or reports subject to the use of the City logo by SC Tracking Solutions must be reviewed and authorized by designated City personnel prior to publication.

XX General Conditions

1. SC Tracking Solutions agrees that the Services shall be fully functional at least ninety-eight percent (98%) of the time in any given calendar month. SC Tracking Solutions further agrees, to the extent practicable, to schedule any site maintenance between the hours of 1:00am and 5:00 am.
2. Technical support is provided to paying account holders and is available via email or phone.
3. City agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use the Service, or access to the Service without the express written permission by SC Tracking Solutions.

4. SC Tracking Solutions may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any parties intellectual property of these Terms of Service. The City will be notified of the content in a reasonable amount of time so that it may take appropriate action.
5. SC Tracking Solutions does not warrant that (i) the service will meet your specific requirements, (ii) the results that may be obtained from the use of the service will be accurate or reliable, and (iii) the quality of any products, services, information, or other material purchased or obtained by the City through the service will meet City expectations.
6. The failure of either parties to exercise or enforce any right or provision of the Terms of Service shall not continue a waiver of such right or provision. The Terms of Service constitutes the entire agreement between City and SC Tracking Solutions, and govern City's use of the Service, superseding any prior agreements between City and SC Tracking Solutions (including, but not limited to, any prior versions of the Terms of Service).
7. Either party shall be excused from and not be liable for its failure to perform the Agreement to the extent due to causes beyond a party's control and without that party's fault or negligence, including but not limited to acts of God, war, terrorist attack, epidemic, government order or regulation, disaster, strike, civil disorder, or commercially impracticable to provide the facilities, travel to the Event, or hold the event. The Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to another.
8. Questions about the Terms of Service should be sent to CS@SCTrackingSolutions.com.

XXIII Assignment

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld.

XXIV Miscellaneous

1. The section headings of this Agreement are included for purposes of convenience only and will not affect the construction of interpretation of any provision.
2. The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Services.
3. This agreement will be binding upon and will inure to the benefits of the parties and their successors and assigns.
4. This agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the State of Texas, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in the courts having jurisdiction in Rockwall County, Texas.

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Conduct a Public Hearing on the 2023 tax rate.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state. Additionally, it is required that a public hearing on the tax rate be conducted if the proposed tax rate is higher than the No-New-Revenue rate. The No-New-Revenue rate is the tax rate that will raise the same amount of property tax revenue for the City of Duncanville from the same properties in both the 2022 and 2023 tax years. The Voter-Approval rate is the highest rate a city may adopt without holding an election to seek voter approval. The 2022 adopted tax rate, the 2023 No-New-Revenue rate, the 2023 Voter-Approval tax rate, and the 2023 proposed tax rate are as follows.

2022 Adopted Tax Rate:	$0.650460 per $100 valuation
2023 No-New-Revenue:	$0.601654 per $100 valuation
2023 Voter-Approval:	$0.646157 per $100 valuation
2023 Proposed Tax Rate:	$0.646034 per $100 valuation

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 4.11% and will raise taxes for maintenance and operations on a $100,000 home by approximately $-19.56.

The following table compares the taxes imposed on the average residence homestead by the City last year compared to the proposed rate and average residence homestead in the City this year.

	2022	2023	Change
Total tax rate (per $100 of value)	$0.650460	$0.646034	decrease of -0.004426, or -0.68%
Average homestead taxable value	$206,208	$222,690	increase of 16,482, or 7.99%
Tax on average homestead	$1,341.30	$1,438.65	increase of 97.35, or 7.26%
Total tax levy on all properties	$21,708,123	$23,297,805	increase of 1,589,682, or 7.32%

POLICY EXPLANATION:
The proposed tax rate of $0.646034 per $100 valuation exceeds the No-New-Revene tax rate of $0.601654 per $100 valuation. A public hearing is required to be conducted prior to the adoption of the tax rate. The vote on the tax rate must occur within 7 days of the public hearing and may occur at the same meeting as the public hearing on the tax rate. City Council may deliberate the tax rate upon the conclusion of the public hearing.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Conduct the Public Hearing as required.

ATTACHMENTS:
Adoption of Tax Rate Calculation - Dallas County

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
City of Duncanville

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No-New-Revenue Tax Rate Worksheet.	$3,336,478,277
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	$0.625120/$100
3. M&O taxes refunded for years preceding tax year 2022. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	$100,642
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	$97,937
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	$20,859,698
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	$3,606,281,601
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	$0.605557/$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	$21,838,091
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	$978,393
Comparison of Total Tax Rates	
10. No-New-Revenue Total Tax Rate.	$0.601654/$100
11. This year's proposed total tax rate.	$0.646034/$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	$0.044380
13. Percentage change in total tax rate. Divide Line 12 by line 10.	7.38%
Comparison of M&O Tax Rates	
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	$0.581634/$100
15. This year's proposed M&O tax rate.	$0.605557/$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	$0.023923
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	4.11%
Raised M&O Taxes on a $100,000 Home	
18. This year's taxable value on a $100,000 home.	$100,000
19. Last year's M&O tax rate.	$0.625120/$100
20. This year's proposed M&O tax rate.	$0.605557/$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	$-19.56

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider an Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget and ratifying the revised budget FY 2022-2023 Budget (Section 7 of the attached ordinance).

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

As required by the City Home Rule Charter, Section 4.02, the City Manager and Staff have prepared a budget for the Fiscal Year 2024, following a workshop meeting on June 8, 2023, at which City Council provided input and direction on the budget. The proposed budget was presented to City Council in a briefing presentation at the regular City Council meeting on August 1, 2023, as well as a workshop meeting on August 10, 2023, with additional input and direction received from the City Council. A briefing update, presentation, and public hearing on the budget was held on September 5, 2023, as required by Duncanville Home Rule Charter Section 4.04 and Local Government Code Chapter 102.006.

The following changes have been incorporated per Council direction and feedback on budgetary items.

1. Delay of Compensation increases to January 1, 2024, and add Texas Municipal Retirement System (TMRS) 100% Updated Service Credits and 30% COLA, Ad-Hoc benefit enhancement. The total impact to budget all funds is $477,906.
2. One-time stipend for Full-Time employees hired before April 1, 2023. 234 employees x $2000, including taxes = $503,802. This amount is added to the use of excess over reserve balance.
3. Charles F. Ladd Master Plan Study - $50,000

With the changes above incorporated into the proposed expenditures, the new General Fund expenditure total is $40,583,385. The total use of excess over reserve within the General Fund increased to $862,511.

Additionally, changes have been incorporated to the Sanitation Fund, 019, to capture the CPI increases given by our garbage and landfill vendor. These numbers were not finalized by our vendor until after

the budget was filed. The additional expense added is $58,278. This leaves an amount of $35,746 in revenue over expenditures.

POLICY EXPLANATION:
Section 4.05 of the Duncanville Home Rule Charter states that the Council shall adopt a budget for the next fiscal year at least 10 days before the fiscal year-end.

Motion: I move the proposed budget for the City of Duncanville for Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget, be adopted. This budget will raise more revenue from property taxes than last year's budget by an amount of $1,589,682, which is a 7.32 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $128,488.

FUNDING SOURCE:

ORG and Object Number
NA

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

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

ATTACHMENTS:
Ordinance 2491 - Adopt FY 2023-2024 Budget

ORDINANCE NO. 2491

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING SEVERABILITY, REPEALING AND SAVINGS CLAUSES; PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE; AND DECLARING AN EFFECTIVE DATE. THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $1,589,682 OR 7.32%, AND OF THAT AMOUNT $128,488 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

WHEREAS, the City Manager of the City of Duncanville, Texas, on the 31st day of July 2023, filed with the City Secretary a proposed general budget for the City covering the fiscal year aforesaid; and

WHEREAS, the governing body of the City concluded its public hearing on said budget on September 5, 2023, and notice of public hearing was published in the official newspaper of the City at least 5 days before the date of the public hearing; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for the adoption of the budget have been performed or completed in the manner and form set forth by law.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as it fully set forth herein.

SECTION 2. Adoption of Budget. The 2023-2024 budget attached hereto as Exhibit "A" and the maintenance and operation and debt service funds, and all other funds and appropriation set forth therein including utilities, drainage, and sanitation funds is hereby approved in all respects and is adopted for the City's fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. Appropriation of Funds. For the City's fiscal year beginning October 1, 2023 and ending September 30, 2024, the amounts reflected in the budget: (a) to provide for a sinking fund for the payment of principal and interest of debt; and (b) to provide for the payment of expenditures shown in the budget, are hereby officially appropriated for maintenance and operations and such other expenditures and appropriated recited therein.

SECTION 4. Amendments to the Budget. Expenditures during the 2023-2024 fiscal year

shall be made in accordance with this budget and this ordinance, unless amended in accordance with Chapter 102 of the Texas Local Government Code and/or the Home Rule Charter.

SECTION 5. Authority of City Manager. That specific authority is given to the City Manager to make transfers of budgeted appropriations from one account classification to another account classification within the same department.

SECTION 6. Amendments. A copy of the budget and this ordinance, if any amendment thereto, shall be filed with county clerk as provided by state law.

SECTION 7. Ratification. That the City Council hereby ratifies, adopts, and approves all actual expenditures and changes to the Fiscal Year 2022-2023 Budget, and hereby authorizes the same as previously approved and adopted.

SECTION 8. Effective Date. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Duncanville, Texas on the 19th day of September, 2023.

APPROVED:

_____

BARRY L. GORDON, MAYOR

ATTEST:

_____

CHIQUITA TAYLOR, CITY SECRETARY

APPROVED AS TO FORM:

_____

ROBERT E. HAGER, CITY ATTORNEY

Exhibit A

City of Duncanville
Fiscal Year 2023-2024
Adopted Annual Budget

As approved by the Mayor and City Council
In accordance with Texas Local Government Code 102.007

City Council Record Vote
On September 19, 2023

The members of the governing body voted on the budget as follows:

FOR:
AGAINST:
ABSENT:

This budget will raise more revenue from property taxes than last year's budget by an amount of $1,589,682, which is a 7.32 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $128,488.

TAX RATE

Fiscal Year	Property Tax Rate	No New Revenue Rate	No New Revenue M&O* Tax Rate	Voter-Approval Rate	Debt Rate
2023-24	$0.646034	$0.601654	$0.561177	$0.646157	$0.040477
2022-23	$0.650460	$0.599304	$0.561735	$0.650462	$0.025340

***** Maintenance and Operations

MUNICIPAL DEBT OBLIGATIONS – PRINCIPAL & INTEREST

Tax Supported	Revenue Supported	Total
$23,724,066	$1,076,575	$24,800,641

EXHIBIT A

CONSOLIDATED SUMMARY BY FUND
PROPOSED BUDGET - FY 2023-2024

FUND	New Revenue	Expense	Net Revenue Over / (Under) Expenses
001 - GENERAL FUND	$39,720,874	$40,583,385	($862,511)
002 - WATER/SEWER UTILITY FUND	21,154,119	19,152,053	$2,002,067
005 - DEBT SERVICE FUND	1,484,215	1,481,356	$2,858
008 - COMPREHENSIVE SELF INSURANCE	560,525	585,000	($24,475)
010 - HOTEL TAX FUND	893,500	838,479	$55,021
012 - ECONOMIC DEVELOPMENT	3,384,216	4,486,398	($1,102,182)
013 - GRANT FUND	209,525	215,382	($5,857)
015 - DRAINAGE FUND	780,200	1,105,998	($325,798)
017 - UTILITY CAPITAL PROJECTS	6,500,000	6,477,978	$22,022
018 - UTILITY METER REPLACEMENT FUND	500,000	0	$500,000
019 - SANITATION FUND	4,686,618	4,650,872	$35,746
020 - STREET/ALLEY CIP FUND	190,000	600,000	($410,000)
024 - PARK CAPITAL IMPROV FUND	750,000	3,513,275	($2,763,275)
025 - ALLEY IMPROVEMENT FUND	200,000	114,508	$85,492
026 - CAPITAL IMPROVEMENT PROJ FUND	0	5,075,000	($5,075,000)
033 - TAX INCREMENT FINANCING FUND	96,958	82,250	$14,708
041 - ONE-TIME PROJECTS	0	0	($0)
050 - POLICE FORFEITURE/SEIZURE FUND	36,800	141,372	($104,572)
215 - PEG FUND	95,000	20,000	$75,000
225 - COURT SECURITY FUND	8,000	0	$8,000
230 - JUVENILE CASE MANAGER FUND	8,000	8,000	($0)
235 - COURT TECHNOLOGY	7,500	250	$7,250
401 - FURNITURE REPLACEMENT FUND	40,000	69,000	($29,000)
405 - FACILITY REPAIR/RENOVATE FUND	0	0	($0)
410 - IT REPAIR/REPLACEMENT FUND	154,929	152,700	$2,229
415 - FLEET/EQUIP REPR/REPLACE FUND	1,022,480	2,023,884	($1,001,404)
420 - SWAT REPLACEMENT FUND	75,000	75,322	($322)
456 - FIELDHOUSE	2,096,625	2,019,933	$76,692
758 - AMERICAN RESCUE PLAN	0	1,531,250	($1,531,250)
Net Revenue Over / (Under) Expenses	**$84,655,083**	**$95,003,643**	**($10,348,560)**

EXHIBIT A

CONSOLIDATED FUND SUMMARY
BY REVENUE AND EXPENDITURE TYPE
PROPOSED BUDGET - FY 2023-2024

NEW REVENUES	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24	% CHANGE OVER ADOPTED
50 - PROPERTY TAXES	$19,925,022	$21,662,208	$21,662,208	$23,393,424	7.99%
51 - SALES & OTHER TAXES	13,750,086	13,580,556	13,985,556	14,528,864	6.98%
52 - PERMITS & LICENSES	658,969	572,050	572,050	647,500	13.19%
53 - FINES & FEES	334,935	424,100	424,100	377,600	-10.96%
54 - INTERGOV REVENUES	1,080,700	5,618,701	5,768,041	1,431,111	-74.53%
55 - INTEREST	264,803	193,300	193,300	87,000	-54.99%
56 - FRANCHISE FEE REV	2,076,107	2,054,000	2,054,000	2,080,000	1.27%
57 - CHARGES FOR SERVICES	26,468,391	26,904,895	26,904,895	28,832,460	7.16%
58 - TRANSFER FROM FUNDS	15,777,169	6,831,026	11,886,474	6,345,488	-7.06%
59 - OTHER SOURCES	2,783,065	7,221,576	2,221,576	6,931,636	-4.01%
TOTAL RECURRING REVENUES	**83,119,247**	**85,062,412**	**85,672,200**	**84,655,083**	**-0.48%**
USE OF FUND BALANCE				13,235,646	
TOTAL RESOURCES				**97,890,729**	
EXPENSES					
60 - SALARY AND BENEFITS	$26,672,363	$28,123,562	$27,804,562	$30,314,473	7.88%
72 - SUPPLIES & MATERIALS	2,382,050	5,117,958	5,710,219	4,747,521	-7.24%
73 - CONTRACT & PROF SVCS	22,085,590	23,645,676	24,132,744	24,506,302	3.18%
74 - MAINT & REPAIR SVCS	1,115,033	1,852,559	1,844,724	2,284,189	23.30%
75 - UTILITIES	1,027,989	1,217,324	1,205,584	1,251,864	2.84%
76 - CAPITAL OUTLAY	11,677,757	27,489,952	33,005,119	18,991,663	-30.91%
77 - DEBT SERVICES	2,177,357	2,023,575	2,023,575	2,020,481	0.00%
78 - TRANSFER TO FUNDS	16,820,077	7,987,447	12,994,598	7,525,176	-5.79%
79 - OTHER FINANCING USES	2,216,829	2,872,280	3,020,751	3,361,974	17.05%
TOTAL EXPENDITURES	**86,175,044**	**100,330,332**	**111,741,875**	**95,003,643**	**-5.31%**
NET REVENUE OVER / (UNDER) EXPENDITURES	**($3,055,797)**	**($15,267,920)**	**($26,069,675)**	**$2,887,086**	
BEGINNING FUND BALANCE *	***$72,058,153***		***$69,002,356***	***$42,932,681***	
ENDING FUND BALANCE PROJECTED	***$69,002,356***		***$42,932,681***	***$32,584,121***	

* Beginning Fund Balance is the audited ending fund balance for General Fund for FY 2021.

EXHIBIT A

001 - GENERAL FUND
SUMMARY
PROPOSED BUDGET - FY 2023-2024

REVENUES	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24	% CHANGE OVER ADOPTED
50 - PROPERTY TAXES	$18,587,478	$20,805,379	$20,805,379	$21,909,710	5.31%
51 - SALES & OTHER TAXES	9,747,900	9,538,417	9,943,417	10,251,648	7.48%
52 - PERMITS & LICENSES	658,969	572,050	572,050	647,500	13.19%
53 - FINES & FEES	307,033	386,600	386,600	350,100	-9.44%
54 - INTERGOV REVENUES	173,031	237,500	237,500	347,861	46.47%
55 - INTEREST	153,562	67,700	67,700	67,700	0.00%
56 - FRANCHISE FEE REV	1,857,149	1,739,000	1,739,000	1,755,000	0.92%
57 - CHARGES FOR SERVICES	1,835,639	1,120,300	1,120,300	1,147,200	2.40%
58 - TRANSFER FROM FUNDS	2,715,192	2,905,293	2,905,293	2,795,905	-3.77%
59 - OTHER SOURCES	725,458	391,000	391,000	448,250	14.64%
TOTAL RECURRING REVENUES	**36,761,411**	**37,763,239**	**38,168,239**	**39,720,874**	**5.18%**
USE OF FUND BALANCE				862,511	
TOTAL RESOURCES				**$40,583,385**	

EXPENSES	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24	% CHANGE OVER ADOPTED
60 - SALARY AND BENEFITS	$21,733,555	$24,150,028	$23,951,028	$26,199,314	8.49%
72 - SUPPLIES & MATERIALS	1,422,519	2,029,181	2,127,733	2,140,346	5.48%
73 - CONTRACT & PROF SVCS	7,149,134	7,028,950	7,428,396	7,675,081	9.19%
74 - MAINT & REPAIR SVCS	694,756	1,385,657	1,380,622	1,793,685	29.45%
75 - UTILITIES	814,417	952,225	940,485	981,857	3.11%
76 - CAPITAL OUTLAY	155,714	161,175	152,850	153,458	-4.79%
77 - DEBT SERVICES	60,129	0	0	0	0.00%
78 - TRANSFER TO FUNDS	2,198,589	1,169,982	1,674,982	1,143,674	-2.25%
79 - OTHER FINANCING USES	375,751	509,461	505,563	495,970	-2.65%
TOTAL EXPENDITURES	**34,604,564**	**37,386,658**	**38,161,658**	**40,583,385**	**8.55%**
NET REVENUE OVER / (UNDER) EXPENDITURES	**$2,156,847**	**$376,581**	**$6,581**	**$0**	
BEGINNING FUND BALANCE *	***$15,268,262***		***$17,425,109***	***$17,431,689***	
ENDING FUND BALANCE PROJECTED	***$17,425,109***		***$17,431,689***	***$16,569,178***	
Targeted Reserve - 75 Days (20-25%)	$7,110,527		$7,841,437	$8,339,052	
Excess Amount Over Reserve	$10,314,582		$9,590,253	$8,230,127	

* Beginning Fund Balance is the audited ending fund balance for General Fund for FY 2021.

EXHIBIT A

001 - GENERAL FUND

PROPOSED BUDGET - FY 2023-2024

EXPENSES BY DEPARTMENT

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
0101 - GENERAL GOVERNMENT AND SUPPORT SERVICES				
010110 - MAYOR AND COUNCIL	135,445	196,514	194,323	168,082
010111 - CITY ADMINISTRATION	750,511	879,352	878,008	829,356
010112 - CITY SECRETARY	340,158	383,254	381,774	379,408
010113 - HUMAN RESOURCES	418,829	483,345	483,345	495,086
010114 - INFO TECHNOLOGY	877,793	1,047,570	1,126,784	1,448,337
010115 - PUBLIC INFORMATION OFFICE	187,263	266,090	265,370	497,264
010116 - PUBLIC LIBRARY	955,216	1,056,970	1,056,970	1,123,899
010117 - CITY MARSHALL DIV	90,451	100,948	99,940	120,107
TOTAL	$3,755,666	$4,414,043	$4,486,514	**$5,061,539**
0102 - FISCAL SERVICES				
010220 - FISCAL ADMIN/ACCOUNTING DIV.	609,446	782,266	1,019,266	866,447
010223 - MUNICIPAL COURT DIV.	436,821	494,242	494,242	538,945
010225 - PROCUREMENT OFFICE	183,412	222,559	222,079	250,130
TOTAL	$1,229,679	$1,499,067	$1,735,587	**$1,655,522**
0103 - NEIGHBORHOOD AND PLANNING				
010361 - BUILDING INSPECT/PERMITS DIV	518,317	507,782	503,932	575,513
010364 - PLANNING SERVICES	146,727	179,401	179,401	197,080
010365 - NEIGHBORHOOD SVCS	405,646	636,444	631,484	699,417
TOTAL	$1,070,690	$1,323,627	$1,314,817	**$1,472,010**
0104 - PARKS AND RECREATION				
010440 - PARK AND REC ADMINISTRATION	278,224	270,360	271,260	290,023
010441 - RECREATION PROGRAMMING	364,108	456,268	455,368	487,898
010442 - SPECIAL EVENTS	188,341	260,843	298,843	331,833
010443 - ATHLETIC PROGRAMMING	388,488	419,447	419,447	453,123
010445 - HORTICULTURE	138,005	181,731	181,731	193,996
010446 - PARK GROUNDS MAINTENANCE	1,052,962	1,482,461	1,435,689	1,744,209
010449 - SENIOR CENTER	195,877	221,915	228,915	238,739
TOTAL	$2,606,005	$3,293,024	$3,291,252	**$3,739,820**
0105 - POLICE				
010550 - POLICE ADMINISTRATION	2,076,062	2,253,840	2,263,945	2,507,292
010551 - PATROL	4,944,825	5,148,860	5,123,641	5,693,004
010552 - CRIMINAL INVESTIGATION	1,564,303	1,586,404	1,575,088	1,642,102
010553 - ANIMAL CONTROL	487,533	541,470	539,230	577,993
010554 - SCHOOL GUARDS	86,559	88,233	88,233	100,620
010555 - CRIME PREVENTION	196,488	156,596	154,664	168,083
010556 - SWAT DIVISION	1,040	104,237	104,237	146,049
010557 - RECORDS	310,074	357,668	356,540	378,642
010558 - DETENTION SERVICES	3	0	0	0
010559 - POLICE SPECIAL SERVICES	414,234	410,589	448,025	415,254
TOTAL	$10,081,121	$10,647,896	$10,653,602	**$11,629,039**
0106 - PUBLIC WORKS				
010660 - PUBLIC WORKS ADMIN/ENGINEERING	342,105	622,027	570,947	621,263
010662 - STREET MAINTENANCE	2,894,212	3,542,060	3,487,208	3,452,237
010663 - TRAFFIC OPERATIONS	1,076,319	1,080,057	1,071,385	1,110,552
010667 - FLEET/EQUIPMENT SERVICES	1,134,757	1,249,561	1,349,561	1,340,941
010668 - BUILDING MAINTENANCE	821,735	904,911	901,911	979,330
TOTAL	$6,269,128	$7,398,616	$7,381,011	**$7,504,322**
0107 - FIRE				
010770 - FIRE ADMINISTRATION	689,685	715,571	715,571	673,422
010771 - FIRE PREVENTION	253,141	304,560	305,460	355,291
010772 - FIRE SUPPRESSION	4,404,554	4,551,001	4,571,795	5,132,258
010773 - ADVANCED LIFE SUPPORT	1,787,283	1,834,036	1,800,832	1,808,383
010775 - EMERGENCY MANAGEMENT ADMIN	131,925	139,364	139,364	197,229
TOTAL	$7,266,588	$7,544,532	$7,533,022	**$8,166,583**
0108 - NON-DEPARTMENTAL				
010880 - NON-DEPARTMENTAL	2,225,687	1,265,853	1,765,853	1,144,758
TOTAL	$2,225,687	$1,265,853	$1,765,853	**$1,144,758**
0109 - USE OF FUND BALANCE				
010990 - USE OF FUND BALANCE	100,000	0	0	209,791
TOTAL	$100,000	$0	$0	**$209,791**
TOTAL EXPENSES	**$34,604,564**	**$37,386,658**	**$38,161,658**	**$40,583,385**

EXHIBIT A

001 - GENERAL FUND

PROPOSED BUDGET - FY 2023-2024

Revenues By Detailed Category

Fund	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
50 - PROPERTY TAXES				
501101 - CURRENT TAXES	18,403,436	20,545,379	20,545,379	21,619,710
501102 - DELINQUENT TAXES	107,831	125,000	125,000	145,000
501103 - PENALTIES AND INTEREST	76,211	135,000	135,000	145,000
TOTAL	**$18,587,478**	**$20,805,379**	**$20,805,379**	**$21,909,710**
51 - SALES & OTHER TAXES				
501201 - STATE SALES TAX CITY PORTION	6,401,959	6,302,278	6,572,278	6,768,432
501202 - SALES TAX PROPERTY TAX RELIEF	3,200,980	3,151,139	3,286,139	3,384,216
501204 - ALCOHOLIC BEVERAGE TAX	144,962	85,000	85,000	99,000
TOTAL	**$9,747,900**	**$9,538,417**	**$9,943,417**	**$10,251,648**
52 - PERMITS & LICENSES				
502101 - BUILDING PERMITS	320,636	300,000	300,000	350,000
502102 - ELECTRICAL PERMITS	34,548	20,000	20,000	27,000
502103 - SOLICITOR LICENSES	1,425	500	500	500
502106 - SIGN PERMITS	22,223	15,000	15,000	18,000
502108 - HEALTH FOOD INSPECTION FEES	76,754	70,000	70,000	75,000
502109 - PLUMBING AND AC PERMITS	59,767	55,000	55,000	60,000
502111 - ZONING & SPEC USE PERMIT	13,750	8,500	8,500	12,000
502114 - RENTAL PROPERTY REGISTRATION	60,280	50,000	50,000	55,000
502120 - ALARM PERMITS	64,147	50,000	50,000	45,000
502122 - POOL OR SPA INSPECTION FEE	5,440	3,000	3,000	5,000
509607 - ANIMAL PERMITS	0	50	50	0
TOTAL	**$658,969**	**$572,050**	**$572,050**	**$647,500**
53 - FINES & FEES				
503101 - MUNICIPAL COURT FINES	229,286	300,000	300,000	275,000
503102 - COURT RELATED FEES	60,720	65,000	65,000	60,000
503103 - SCHOOL CROSSING FEES	2,514	3,500	3,500	2,500
503201 - LIBRARY FINES	6,777	3,000	3,000	5,000
503301 - FALSE ALARM FINES	7,702	15,000	15,000	7,500
509609 - RETURN CHECK FEES	35	100	100	100
TOTAL	**$307,033**	**$386,600**	**$386,600**	**$350,100**
54 - INTERGOV REVENUES				
504102 - DISD SCHOOL CROSSING GUARDS	54,089	42,500	42,500	50,310
504103 - DALLAS CNTY CROSSING GUARD REV	32,479	40,000	40,000	40,000
504109 - REIMB FOR REG EMERG MANAGER	46,946	100,000	100,000	147,551
507105 - SENIOR MEAL DONATIONS	10	0	0	0
508203 - INTERGOV REIMBURSEMENT-CDBG	12,173	55,000	55,000	60,000
508210 - INTERGOV REIMBURSEMNTS-CARE TM	27,333	0	0	50,000
TOTAL	**$160,857**	**$237,500**	**$237,500**	**$347,861**
55 - INTEREST				
505101 - INTEREST ON GOVT POOL INVEST	13,427	1,700	1,700	1,700
505103 - CERT OF DEPOSIT INTEREST	19,586	36,000	36,000	36,000
505106 - MONEY MARKET INTEREST	120,548	30,000	30,000	30,000
TOTAL	**$153,562**	**$67,700**	**$67,700**	**$67,700**

EXHIBIT A

001 - GENERAL FUND

PROPOSED BUDGET - FY 2023-2024

Revenues By Detailed Category

Fund	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
56 - FRANCHISE FEE REV				
501301 - FRANCHISE FEE ELECTRIC	1,201,302	1,150,000	1,150,000	1,150,000
501302 - FRANCHISE FEE GAS	479,978	332,000	332,000	390,000
501303 - FRANCHISE FEE TELEPHONE	46,800	82,000	82,000	75,000
501304 - FRANCHISE FEE CABLE TV	129,059	175,000	175,000	140,000
TOTAL	$1,857,149	$1,739,000	$1,739,000	**$1,755,000**
57 - CHARGES FOR SERVICES				
502105 - EMERGENCY MEDICAL SERVICE	1,575,840	850,000	850,000	900,000
507102 - RECREATION FEES	191,074	230,000	230,000	200,000
507104 - SENIOR CENTER ANNUAL USER FEE	3,228	4,000	4,000	2,200
507107 - RECREATION CENTER CLASSES	22,915	14,500	14,500	16,000
507108 - SPECIAL EVENTS	22,831	12,000	12,000	16,000
507109 - SENIOR CLASS/TRIPS	3,259	1,800	1,800	3,000
509603 - LIBRARY SERVICE FEES	15,576	8,000	8,000	10,000
509622 - MOWING LIEN REIMBURSEMENTS	917	0	0	0
TOTAL	$1,835,639	$1,120,300	$1,120,300	**$1,147,200**
58 - TRANSFER FROM FUNDS				
598002 - PILOT FEE TZ-CITY WWW UTILITY	543,864	1,724,640	1,724,640	1,542,082
599002 - TRANS FROM UTILITY FUND-002	1,812,876	1,065,393	1,065,393	1,065,393
599005 - TRANS FROM DEBT FUND-005	0	0	0	0
599010 - TRANS FROM HOTEL FUND-010	55,092	31,268	31,268	35,616
599012 - TRANS FROM EDC FUND-012	111,060	73,992	73,992	145,814
599019 - TRANS FROM SANITATION FND-019	192,300	0	0	0
599031 - TRANS FROM TRAFFIC IMP FND-031	0	0	0	0
599041 - TRANS FROM 1-TIME PROJ FND-041	0	0	0	0
599230 - TRANS FROM JUVENILE FUND-230	0	10,000	10,000	7,000
599757 - TRANS FROM EMERG MANG FND-757	0	0	0	0
TOTAL	$2,715,192	$2,905,293	$2,905,293	**$2,795,905**
59 - OTHER SOURCES				
503202 - LIBRARY DONATIONS	864	0	0	0
509101 - SALE OF FIXED ASSETS	0	0	0	0
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	0	0	0
509105 - SALE OF MATERIALS	3,756	2,500	2,500	3,750
509201 - INSURANCE RECOVERY	0	0	0	0
509501 - COLLECTION OF BAD DEBTS	0	0	0	0
509502 - MISCELLANEOUS WRITEOFFS	0	0	0	0
509601 - MISCELLANEOUS REVENUE	367,913	100,000	100,000	100,000
509602 - CASH OVER AND SHORT	7,123	0	0	0
509604 - POLICE ACCIDENT REPORTS	3,274	3,500	3,500	3,500
509606 - AUCTION PROCEEDS	0	5,000	5,000	0
509611 - SCRAP METAL SALES	0	0	0	0
509612 - CITY SERVICES REIMBURSEMENT	43,686	58,000	58,000	58,000
509613 - WORKERS COMP REIMBURSEMENT	70,043	20,000	20,000	45,000
509614 - RENTAL OF TOWER	222,132	194,000	194,000	225,000
509617 - LEASE INCOME-EON	0	0	0	0
509618 - GAS WELL OIL REVENUE	20,914	8,000	8,000	13,000
509623 - CLAIM REIMBURSEMENTS	0	0	0	0
588888 - REVENUE SUSPENSE	0	0	0	0
TOTAL	$725,458	$391,000	$391,000	**$448,250**
TOTAL REVENUE	**$36,749,237**	**$37,763,239**	**$38,168,239**	**$39,720,874**

EXHIBIT A

002 - WATER/SEWER UTILITY FUND
PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24	% CHANGE OVER ADOPTED
Revenue					
53 - FINES & FEES	$3,640	$4,000	$4,000	$4,000	0.00%
54 - INTERGOV REVENUES	23,733	600	600	600	0.00%
55 - INTEREST	16,543	17,100	17,100	17,100	0.00%
57 - CHARGES FOR SERVICES	18,662,293	19,132,989	19,132,989	21,061,642	10.08%
59 - OTHER SOURCES	320,477	70,777	70,777	70,777	0.00%
Revenue Total	**$19,026,685**	**$19,225,466**	**$19,225,466**	**$21,154,119**	**10.03%**
Expense					
60 - SALARY AND BENEFITS	$2,027,975	$2,255,320	$2,135,320	$2,351,735	4.28%
72 - SUPPLIES & MATERIALS	308,060	689,121	687,121	705,528	2.38%
73 - CONTRACT & PROF SVCS	9,258,438	9,779,393	10,001,393	10,141,222	3.70%
74 - MAINT & REPAIR SVCS	294,618	333,600	333,600	391,900	17.48%
75 - UTILITIES	91,531	122,612	122,612	124,220	1.31%
76 - CAPITAL OUTLAY	0	9,490	9,490	0	0.00%
77 - DEBT SERVICES	96,047	0	0	0	0.00%
78 - TRANSFER TO FUNDS	7,527,476	5,998,881	8,998,881	5,422,998	-9.60%
79 - OTHER FINANCING USES	6,994	19,950	19,950	14,450	-27.57%
Expense Total	**$19,611,140**	**$19,208,367**	**$22,308,367**	**$19,152,053**	**-0.29%**
REVENUES OVER/(UNDER) EXPENSES	**($584,455)**	**$17,099**	**($3,082,901)**	**$2,002,067**	
BEGINNING WORKING CAPITAL BALANCE *	***$14,427,890***		***$13,843,435***	***$10,760,534***	
ENDING WORKING CAPITAL BALANCE PROJECTED	***$13,843,435***		***$10,760,534***	***$12,762,600***	
Targeted Reserve - 75 Days (20-25%)	$4,029,686		$4,583,911	$3,935,353	
Excess Amount Over Reserve	$9,813,748		$6,176,623	$8,827,247	

* Beginning Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

005 - DEBT SERVICE FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
50 - PROPERTY TAXES	$1,337,545	$856,829	$856,829	$1,483,715
55 - INTEREST	(0)	500	500	500
Revenue Total	**$1,337,545**	**$857,329**	**$857,329**	**$1,484,215**
Expense				
77 - DEBT SERVICES	1,482,256	1,484,600	1,484,600	1,481,356
78 - TRANSFER TO FUNDS	0	0	0	0
Expense Total	**$1,482,256**	**$1,484,600**	**$1,484,600**	**$1,481,356**
REVENUES OVER/(UNDER) EXPENSES	**($144,712)**	**($627,271)**	**($627,271)**	**$2,858**
BEGINNING FUND BALANCE *	***$1,385,475***		***$1,240,763***	***$613,492***
ENDING FUND BALANCE PROJECTED	***$1,240,763***		***$613,492***	***$616,351***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

008 - COMPREHENSIVE SELF INSURANCE

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
505101 - INTEREST ON GOVT POOL INVEST	$0	$500	$500	$500
514107 - GENERAL FUND CONTRIBUTIONS	379,908	379,912	379,912	459,405
514108 - UTILITY FUND CONTRIBUTIONS	51,864	51,862	51,862	77,093
514109 - HOTEL TAX FUND CONTRIBUTIONS	3,552	3,557	3,557	0
514110 - EDC FUND CONTRIBUTIONS	11,628	11,628	11,628	1,282
514111 - SANITATION FUND CONTRIBUTIONS	8,808	8,812	8,812	3,655
514112 - DRAINAGE FUND CONTRIBUTIONS	4,740	4,743	4,743	0
514113 - FIELDHOUSE FUND CONTRIBUTIONS	7,116	7,115	7,115	18,590
Revenue Total	**$467,616**	**$468,129**	**$468,129**	**$560,525**
Expense				
700446 - INSURANCE PREMIUMS TML	336,534	450,000	450,000	450,000
700455 - WORKERS COMPENSATION CLAIMS	121,511	200,000	200,000	75,000
700456 - LIABILITY CLAIMS	94,254	61,200	61,200	60,000
Expense Total	**$552,299**	**$711,200**	**$711,200**	**$585,000**
REVENUES OVER/(UNDER) EXPENSES	**($84,683)**	**($243,071)**	**($243,071)**	**($24,475)**
BEGINNING FUND BALANCE *	***$762,923***		***$678,240***	***$435,169***
ENDING FUND BALANCE PROJECTED	***$678,240***		***$435,169***	***$410,694***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

010 - HOTEL TAX FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
51 - SALES & OTHER TAXES	$843,213	$891,000	$891,000	$893,000
55 - INTEREST	0	500	500	500
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$843,213**	**$891,500**	**$891,500**	**$893,500**
Expense				
60 - SALARY AND BENEFITS	$38,181	$84,090	$84,090	$93,654
72 - SUPPLIES & MATERIALS	0	5,150	6,059	5,150
73 - CONTRACT & PROF SVCS	144,984	703,821	702,912	700,264
78 - TRANSFER TO FUNDS	55,092	31,268	31,268	35,616
79 - OTHER FINANCING USES	0	3,795	3,795	3,795
Expense Total	**$238,257**	**$828,124**	**$828,124**	**$838,479**
REVENUES OVER/(UNDER) EXPENSES	**$604,957**	**$63,376**	**$63,376**	**$55,021**
BEGINNING FUND BALANCE *	***$2,731,474***		***$3,336,431***	***$3,399,807***
ENDING FUND BALANCE PROJECTED	***$3,336,431***		***$3,399,807***	***$3,454,828***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

012 - ECONOMIC DEVELOPMENT

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
51 - SALES & OTHER TAXES	$3,158,972	$3,151,139	$3,151,139	$3,384,216
55 - INTEREST	374	0	0	0
Revenue Total	**$3,159,346**	**$3,151,139**	**$3,151,139**	**$3,384,216**
Expense				
60 - SALARY AND BENEFITS	$364,820	$454,555	$454,555	$562,735
72 - SUPPLIES & MATERIALS	58,137	73,728	73,728	81,609
73 - CONTRACT & PROF SVCS	92,830	300,913	300,913	550,201
74 - MAINT & REPAIR SVCS	44,088	67,600	67,600	85,600
75 - UTILITIES	12,614	21,100	21,100	23,200
76 - CAPITAL OUTLAY	20,524	0	0	100,000
77 - DEBT SERVICES	0	0	0	0
78 - TRANSFER TO FUNDS	630,215	612,793	612,793	694,283
79 - OTHER FINANCING USES	1,574,750	2,254,639	2,254,639	2,388,770
Expense Total	**$2,797,977**	**$3,785,328**	**$3,785,328**	**$4,486,398**
REVENUES OVER/(UNDER) EXPENSES	**361,369**	**($634,189)**	**($634,189)**	**($1,102,182)**
BEGINNING FUND BALANCE *	***$5,013,633***		***$5,375,002***	***$4,740,813***
ENDING FUND BALANCE PROJECTED	***$5,375,002***		***$4,740,813***	***$3,638,631***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

013 - GRANT FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$208,378	$200,000	$200,000	$204,850
56 - FRANCHISE FEE REV	61,866	0	0	0
58 - TRANSFER FROM FUNDS	0	0	0	0
59 - OTHER SOURCES	2,817	0	0	4,675
Revenue Total	**$149,329**	**$200,000**	**$200,000**	**$209,525**
Expense				
60 - SALARY AND BENEFITS	$105,487	$0	$0	$0
72 - SUPPLIES & MATERIALS	48,308	11,997	11,997	6,075
73 - CONTRACT & PROF SVCS	90,540	200,000	200,000	200,000
74 - MAINT & REPAIR SVCS	0	0	0	0
75 - UTILITIES	1,462	3,500	3,500	3,500
76 - CAPITAL OUTLAY	60,752	0	0	0
78 - TRANSFER TO FUNDS	0	0	0	0
79 - OTHER FINANCING USES	520	4,775	4,775	5,807
Expense Total	**$307,068**	**$220,273**	**$220,273**	**$215,382**
REVENUES OVER/(UNDER) EXPENSES	**($157,739)**	**($20,273)**	**($20,273)**	**($5,857)**
BEGINNING FUND BALANCE *	***$306,890***		***$149,151***	***$128,879***
ENDING FUND BALANCE PROJECTED	***$149,151***		***$128,879***	***$123,022***

Current Ongoing Grants and Donations include:
- Senior Meals grant through Dallas Area of Aging (DAAA)
- Fire, Police, and City Marshal training funds through Law Enforcement Officer Standards and Education (LEOSE)
- Fire North Central Texas Trauma Regional Advisory
- Fire, Police, Senior Meals, Library Donations

EXHIBIT A

015 - DRAINAGE FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
55 - INTEREST	0	$200	$200	$200
57 - CHARGES FOR SERVICES	789,946	780,000	780,000	780,000
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$789,946**	**$780,200**	**$780,200**	**$780,200**
Expense				
60 - SALARY AND BENEFITS	$104,202	$133,878	$133,878	$146,942
72 - SUPPLIES & MATERIALS	10,430	19,508	19,508	20,415
73 - CONTRACT & PROF SVCS	57,084	138,669	138,669	138,653
74 - MAINT & REPAIR SVCS	6,880	8,000	8,000	8,000
75 - UTILITIES	140	168	168	168
76 - CAPITAL OUTLAY	138,614	1,427,147	1,561,358	785,060
78 - TRANSFER TO FUNDS	0	0	0	0
79 - OTHER FINANCING USES	200	5,060	5,060	6,760
Expense Total	**$317,550**	**$1,732,430**	**$1,866,641**	**$1,105,998**
REVENUES OVER/(UNDER) EXPENSES	**472,396**	**($952,230)**	**($1,086,441)**	**($325,798)**
BEGINNING FUND BALANCE *	***$1,125,664***		***$1,598,060***	***$511,620***
ENDING FUND BALANCE PROJECTED	***$1,598,060***		***$511,620***	***$185,822***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

017 - UTILITY CAPITAL PROJECTS

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
504111 - REIMB FOR SUMMIT TANK FROM CH	0	0	0	0
505101 - INTEREST ON GOVT POOL INVEST	0	$1,000	$1,000	0
508201 - FEDERAL GRANTS	0	0	149,340	0
580500 - BOND PROCEEDS	0	5,000,000	0	4,500,000
599002 - TRANS FROM UTILITY FUND-002	5,000,000	2,000,000	5,000,000	2,000,000
Revenue Total	**$5,000,000**	**$7,001,000**	**$5,150,340**	**$6,500,000**
Expense				
700450 - CONTRACTUAL SERVICES	$0	$0	$0	$0
700883 - CAPITAL FURNITURE & EQUIPMENT	0	0	632,875	0.00
700884 - OTHER EQUIPMENT	0	0	0	0
708101 - RIGHT OF WAY ACQUISITION	0	0	0	0
708102 - CONSTRUCTION	3,062,482	6,170,164	6,389,960	6,477,978
708103 - PROFESSIONAL FEES	139,473	0	0	0
708104 - LABORATORY TESTING	20,446	0	0	0
Expense Total	**$3,222,401**	**$6,170,164**	**$7,022,835**	**6,477,978**
REVENUES OVER/(UNDER) EXPENSES	**1,777,599**	**830,836**	**($1,872,495)**	**22,022**
BEGINNING WORKING CAPITAL BALANCE *	***$838,615***		***$2,616,214***	***$743,718***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$2,616,214***		***$743,718***	***$765,740***

EXHIBIT A

018 - UTILITY METER REPLACEMENT FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
599002 - TRANS FROM UTILITY FUND-002	$0	$1,000,000	$1,000,000	500,000
Revenue Total	**$0**	**$1,000,000**	**$1,000,000**	**500,000**
Expense				
700224 - MINOR TOOLS	$0	$1,500	$0	$0
720108 - UTILITY METERING EQUIPMENT	0	998,500	0	0
Expense Total	**$0**	**$1,000,000**	**$0**	**$0**
REVENUES OVER/(UNDER) EXPENSES	**($0)**	**($0)**	**1,000,000**	**$500,000**
BEGINNING WORKING CAPITAL BALANCE	***$0***		***$0***	***$1,000,000***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$0***		***$1,000,000***	***$1,500,000***

EXHIBIT A

019 - SANITATION FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
55 - INTEREST	0	$500	$500	$500
56 - FRANCHISE FEE REV	139,815	220,000	220,000	230,000
57 - CHARGES FOR SERVICES	4,007,346	4,506,156	4,506,156	4,456,118
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$4,147,161**	**$4,726,656**	**$4,726,656**	**$4,686,618**
Expense				
60 - SALARY AND BENEFITS	$275,718	$283,892	$283,892	$312,081
72 - SUPPLIES & MATERIALS	14,433	16,043	16,043	17,573
73 - CONTRACT & PROF SVCS	3,771,794	4,230,847	4,230,847	4,092,557
74 - MAINT & REPAIR SVCS	5,224	6,000	6,000	10,000
75 - UTILITIES	0	356	356	356
76 - CAPITAL OUTLAY	26	0	0	0
78 - TRANSFER TO FUNDS	352,920	160,623	160,623	217,705
79 - OTHER FINANCING USES	0	1,450	1,450	600
Expense Total	**$4,420,116**	**$4,699,211**	**$4,699,211**	**$4,650,872**
REVENUES OVER/(UNDER) EXPENSES	**($272,954)**	**$27,445**	**$27,445**	**$35,746**
BEGINNING WORKING CAPITAL BALANCE *	***$881,061***		***$608,107***	***$635,552***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$608,107***		***$635,552***	***$671,298***
Targeted Reserve - 75 Days (20-25%)	$908,243		$965,591	$955,659
Excess Amount Over / (Short) Reserve	(300,136)		(330,040)	(284,361)

* Beginning Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

020 - STREET/ALLEY CIP FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$90,006	$91,000	$91,000	$91,000
55 - INTEREST	0	0	0	0
58 - TRANSFER FROM FUNDS	860,722	85,000	585,000	99,000
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$950,727**	**$176,000**	**$676,000**	**$190,000**
Expense				
73 - CONTRACT & PROF SVCS	8,513	20,000	20,000	0
76 - CAPITAL OUTLAY	243,085	607,267	1,107,267	600,000
Expense Total	**$251,597**	**$627,267**	**$1,127,267**	**$600,000**
REVENUES OVER/(UNDER) EXPENSES	**$699,130**	**($451,267)**	**($451,267)**	**($410,000)**
BEGINNING FUND BALANCE *	***$195,745***		***$894,875***	***$443,608***
ENDING FUND BALANCE PROJECTED	***$894,875***		***$443,608***	***$33,608***

EXHIBIT A

024 - PARK CAPITAL IMPROV FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES		$0	$0	$750,000
58 - TRANSFER FROM FUNDS	5,220,000	0	494,415	0
59 - OTHER SOURCES		0	0	0
Revenue Total	**$5,220,000**	**$0**	**$494,415**	**$750,000**
Expense				
76 - CAPITAL OUTLAY	0	5,200,000	5,200,000	3,513,275
Expense Total	**$0**	**$5,200,000**	**$5,200,000**	**$3,513,275**
REVENUES OVER/(UNDER) EXPENSES	**$5,220,000**	**($5,200,000)**	**($4,705,585)**	**($2,763,275)**
BEGINNING FUND BALANCE *	***$21,043***		***$5,241,043***	***$535,458***
ENDING FUND BALANCE PROJECTED	***$5,241,043***		***$535,458***	***($2,227,817)***

EXHIBIT A

025 - ALLEY IMPROVEMENT FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	150,000	150,000	150,000	200,000
Revenue Total	**$150,000**	**$150,000**	**$150,000**	**$200,000**
Expense				
73 - CONTRACT & PROF SVCS	21,991	0	0	0
76 - CAPITAL OUTLAY	0	279,943	279,943	114,508
Expense Total	**$21,991**	**$279,943**	**$279,943**	**$114,508**
REVENUES OVER/(UNDER) EXPENSES	**$128,010**	**($129,943)**	**($129,943)**	**$85,492**
BEGINNING FUND BALANCE *	***$218,837***		***$346,847***	***$216,904***
ENDING FUND BALANCE PROJECTED	***$346,847***		***$216,904***	***$302,396***

EXHIBIT A

026 - CAPITAL IMPROVEMENT PROJECTS

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
55 - INTEREST	81,168	100,000	100,000	0
58 - TRANSFER FROM FUNDS	0	0	1,023,236	0
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$81,168**	**$100,000**	**$1,123,236**	**$0**
Expense				
73 - CONTRACT & PROF SVCS	309,876	25,000	25,000	0
76 - CAPITAL OUTLAY	1,405,044	9,600,000	9,600,000	5,075,000
77 - DEBT SERVICES	0	0	0	0
78 - TRANSFER TO FUNDS	5,200,000	0	494,415	0
Expense Total	**$6,914,920**	**$9,625,000**	**$10,119,415**	**$5,075,000**
REVENUES OVER/(UNDER) EXPENSES	**($6,833,752)**	**($9,525,000)**	**($8,996,179)**	**($5,075,000)**
BEGINNING FUND BALANCE *	***$19,771,548***		***$12,937,796***	***$3,941,617***
ENDING FUND BALANCE PROJECTED	***$12,937,796***		***$3,941,617***	***($1,133,383)***

EXHIBIT A

033 - TAX INCREMENT FINANCING FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	$58,717	$96,958	$96,958	$96,958
Revenue Total	**$58,717**	**$96,958**	**$96,958**	**$96,958**
Expense				
72 - SUPPLIES & MATERIALS	$0	$200	$200	$200
73 - CONTRACT & PROF SVCS	0	2,550	2,550	2,550
76 - CAPITAL OUTLAY	0	79,500	79,500	79,500
Expense Total	**$0**	**$82,250**	**$82,250**	**$82,250**
REVENUES OVER/(UNDER) EXPENSES	**$58,717**	**$14,708**	**$14,708**	**$14,708**
BEGINNING FUND BALANCE *	***$353,279***		***$411,996***	***$426,704***
ENDING FUND BALANCE PROJECTED	***$411,996***		***$426,704***	***$441,412***

* Beginning Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

041 - ONE-TIME PROJECTS

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	1,136,000	0	37,797	0
Revenue Total	**$1,136,000**	**$0**	**$37,797**	**0**
Expense				
72 - SUPPLIES & MATERIALS	0	0	0	0
73 - CONTRACT & PROF SVCS	8,800	10,000	10,000	0
76 - CAPITAL OUTLAY	195,764	0	1,938,610	0
78 - TRANSFER TO FUNDS	608,363	0	1,007,736	0
Expense Total	**$812,927**	**$10,000**	**$2,956,346**	**$0**
REVENUES OVER/(UNDER) EXPENSES	**$323,073**	**($10,000)**	**($2,918,549)**	($0)
BEGINNING FUND BALANCE *	***$2,685,904***		***$3,008,977***	***$90,428***
ENDING FUND BALANCE PROJECTED	***$3,008,977***		***$90,428***	***$90,428***

* Beginning Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

050 - ASSET FORFEITURE

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$258,416	$36,800	$36,800	$36,800
58 - TRANSFER FROM FUNDS	0	0	0	0
59 - OTHER SOURCES	120	0	0	0
Revenue Total	**$258,536**	**$36,800**	**$36,800**	**$36,800**
Expense				
72 - SUPPLIES & MATERIALS	$1,894	$5,200	$0	$0
73 - CONTRACT & PROF SVCS	128,835	136,269	0	0
74 - MAINT & REPAIR SVCS	0	0	0	0
75 - UTILITIES	3,124	0	0	0
76 - CAPITAL OUTLAY	56,138	0	0	0
78 - TRANSFER TO FUNDS	0	0	0	0
79 - OTHER FINANCING USES	40,987	0	152,269	141,372
Expense Total	**$230,978**	**$141,469**	**$152,269**	**$141,372**
REVENUES OVER/(UNDER) EXPENSES	**$27,558**	**($104,669)**	**($115,469)**	**($104,572)**
BEGINNING FUND BALANCE *	***$361,560***		***$389,118***	***$273,649***
ENDING FUND BALANCE PROJECTED	***$389,118***		***$273,649***	***$169,077***

* Beginning Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

215 - PEG FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
55 - INTEREST	$0	$100	$100	$0
56 - FRANCHISE FEE REV	141,010	95,000	95,000	95,000
58 - TRANSFER FROM FUNDS	0	0	0	0
Revenue Total	**$141,010**	**$95,100**	**$95,100**	**$95,000**
Expense				
72 - SUPPLIES & MATERIALS	$0	$20,000	$20,000	$20,000
76 - CAPITAL OUTLAY	0	60,000	60,000	0
Expense Total	**$0**	**$80,000**	**$80,000**	**$20,000**
REVENUES OVER/(UNDER) EXPENSES	**$141,010**	**$15,100**	**$15,100**	**$75,000**
BEGINNING FUND BALANCE *	***$0***		***$141,010***	***$156,110***
ENDING FUND BALANCE PROJECTED	***$141,010***		***$156,110***	***$231,110***

EXHIBIT A

SPECIAL USE - COURT FUNDS

PROPOSED BUDGET - FY 2023-2024

225 - COURT SECURITY	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
53 - FINES & FEES	$8,158	$9,500	$9,500	$8,000
55 - INTEREST	0	500	500	0
Revenue Total	**$8,158**	**$10,000**	**$10,000**	**$8,000**
Expense				
60 - SALARY AND BENEFITS	$0	$0	$0	$0
72 - SUPPLIES & MATERIALS	0	0	0	0
73 - CONTRACT & PROF SVCS	0	0	0	0
76 - CAPITAL OUTLAY	0	0	0	0
Expense Total	**0**	**0**	**0**	**0**
REVENUES OVER/(UNDER) EXPENSES	**$8,158**	**$10,000**	**$10,000**	**$8,000**
BEGINNING FUND BALANCE *	***$47,419***		***$55,577***	***$65,577***
ENDING FUND BALANCE PROJECTED	***$55,577***		***$65,577***	***$73,577***

230 - JUVENILE CASE MANAGER	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
53 - FINES & FEES	$8,998	$12,000	$12,000	$8,000
55 - INTEREST	0	200	200	0
Revenue Total	**$8,998**	**$12,200**	**$12,200**	**$8,000**
Expense				
60 - SALARY AND BENEFITS	$25,272	$0	$0	$0
72 - SUPPLIES & MATERIALS	0	250	250	250
73 - CONTRACT & PROF SVCS	100	75	75	0
78 - TRANSFER TO FUNDS	0	10,000	10,000	7,000
79 - OTHER FINANCING USES	200	650	750	750
Expense Total	**$25,571**	**$10,975**	**$11,075**	**$8,000**
REVENUES OVER/(UNDER) EXPENSES	**($16,574)**	**$1,225**	**$1,125**	**($0)**
BEGINNING FUND BALANCE *	***$16,943***		***$369***	***$1,494***
ENDING FUND BALANCE PROJECTED	***$369***		***$1,494***	***$1,494***

235 - COURT TECHNOLOGY	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
53 - FINES & FEES	$7,105	$12,000	$12,000	$7,500
55 - INTEREST	0	$500	$500	0
Revenue Total	**$7,105**	**$12,500**	**$12,500**	**$7,500**
Expense				
72 - SUPPLIES & MATERIALS	$0	$0	$0	$0
73 - CONTRACT & PROF SVCS	$0	$0	$0	$0
74 - MAINT & REPAIR SVCS	$0	$0	$0	$250
Expense Total	**($0)**	**($0)**	**($0)**	**($250)**
REVENUES OVER/(UNDER) EXPENSES	**$7,105**	**$12,500**	**$12,500**	**$7,250**
BEGINNING FUND BALANCE *	***$35,003***		***$42,108***	***$54,608***
ENDING FUND BALANCE PROJECTED	***$42,108***		***$54,608***	***$61,858***

* Beginning Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

410 - IT REPLACEMENT

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
514107 - GENERAL FUND CONTRIBUTIONS	$238,588	$139,053	$139,053	$141,489
514108 - UTILITY FUND CONTRIBUTIONS	8,316	8,320	8,320	8,320
514110 - EDC FUND CONTRIBUTIONS	1,212	1,220	1,220	1,220
514113 - FIELDHOUSE FUND CONTRIBUTIONS	3,900	3,900	3,900	3,900
Revenue Total	**$252,016**	**$152,493**	**$152,493**	**$154,929**
Expense				
700200 - AUDIO/VIDEO EQUIP & TOOLS	$0	$0	$0	$0
700224 - MINOR TOOLS	0	0	0	0
700232 - COMPUTER HARDWARE	252,310	143,200	143,200	152,700
700233 - COMPUTER SOFTWARE	0	0	0	0
Expense Total	**$252,310**	**$143,200**	**$143,200**	**$152,700**
REVENUES OVER/(UNDER) EXPENSES	**($294)**	**$9,293**	**$9,293**	**$2,229**
BEGINNING FUND BALANCE *	***$105,798***		***$105,504***	***$114,797***
ENDING FUND BALANCE PROJECTED	***$105,504***		***$114,797***	***$117,026***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

415 - FLEET ROTATION FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
505101 - INTEREST ON GOVT POOL INVEST	0	$1,000	$1,000	0
505103 - CERT OF DEPOSIT INTEREST	0	0	0	0
505106 - MONEY MARKET INTEREST	2,073	0	0	0
509101 - SALE OF FIXED ASSETS	0	0	0	0
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	0	0	0
509201 - INSURANCE RECOVERY	0	0	0	0
514107 - GENERAL FUND CONTRIBUTIONS	715,284	828,970	828,970	711,228
514108 - UTILITY FUND CONTRIBUTIONS	162,420	160,528	160,528	287,203
514110 - EDC FUND CONTRIBUTIONS	2,568	3,806	3,806	6,344
514111 - SANITATION FUND CONTRIBUTIONS	10,620	10,623	10,623	17,705
Revenue Total	**$892,965**	**$1,004,927**	**$1,004,927**	**$1,022,480**
Expense				
700885 - MOTOR VEHICLES	652,573	913,927	913,927	2,023,884
Expense Total	**$652,573**	**$913,927**	**$913,927**	**$2,023,884**
REVENUES OVER/(UNDER) EXPENSES	**240,391**	**91,000**	**91,000**	**($1,001,404)**
BEGINNING FUND BALANCE *	***$2,110,807***		***$2,351,198***	***$2,442,198***
ENDING FUND BALANCE PROJECTED	***$2,351,198***		***$2,442,198***	***$1,440,794***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

CONSOLIDATED REPLACEMENT FUNDS

PROPOSED BUDGET - FY 2023-2024

401 - FURNITURE REPLACEMENT	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	0	60,000	60,000	40,000
Revenue Total	**$0**	**$60,000**	**$60,000**	**$40,000**
Expense				
76 - CAPITAL OUTLAY	0	60,000	60,000	69,000
Expense Total	**$0**	**$60,000**	**$60,000**	**$69,000**
REVENUES OVER/(UNDER) EXPENSES	**($0)**	**($0)**	**($0)**	**($29,000)**

420 - SWAT EQUIPMENT REPLACEMENT	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	0	0	0	75,000
Revenue Total	**$0**	**$0**	**$0**	**$75,000**
Expense				
72 - SUPPLIES & MATERIALS	0	0	0	75,322
Expense Total	**$0**	**$0**	**$0**	**$75,322**
REVENUES OVER/(UNDER) EXPENSES	**($0)**	**($0)**	**($0)**	**($322)**

EXHIBIT A

456 - FIELDHOUSE

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
53 - FINES & FEES	$2	$0	$0	$0
57 - CHARGES FOR SERVICES	1,173,167	1,365,450	1,365,450	1,387,500
58 - TRANSFER FROM FUNDS	515,375	533,775	533,775	538,625
59 - OTHER SOURCES	123,133	132,750	132,750	170,500
Revenue Total	**$1,811,676**	**$2,031,975**	**$2,031,975**	**$2,096,625**
Expense				
60 - SALARY AND BENEFITS	$528,904	$561,799	$561,799	$573,012
72 - SUPPLIES & MATERIALS	223,142	269,651	269,651	292,354
73 - CONTRACT & PROF SVCS	378,595	413,689	416,489	445,774
74 - MAINT & REPAIR SVCS	69,466	51,702	48,902	44,754
75 - UTILITIES	104,700	117,364	117,364	118,564
77 - DEBT SERVICES	538,925	538,975	538,975	539,125
78 - TRANSFER TO FUNDS	3,900	3,900	3,900	3,900
79 - OTHER FINANCING USES	1,175	2,500	2,500	2,450
Expense Total	**$1,848,807**	**$1,959,580**	**$1,959,580**	**$2,019,933**
REVENUES OVER/(UNDER) EXPENSES	**($37,131)**	**72,395**	**72,395**	**76,692**
BEGINNING WORKING CAPITAL BALANCE *	***($1,408,819)***		***($1,445,950)***	***($1,373,554)***
ENDING WORKING CAPITAL BALANCE PROJECTED	***($1,445,950)***		***($1,373,554)***	***($1,296,862)***

* Beginning Balance is the audited ending fund balance for FY 2021.

EXHIBIT A

758 - AMERICAN RESCUE PLAN

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$252,801	$5,052,801	$5,052,801	$0
55 - INTEREST	11,084	3,000	3,000	0
58 - TRANSFER FROM FUNDS	0	0	0	0
Revenue Total	**$263,885**	**$5,055,801**	**$5,055,801**	**$0**
Expense				
60 - SALARY AND BENEFITS	1,231,136	0	0	0.00
72 - SUPPLIES & MATERIALS	39,320	831,729	1,331,729	1,230,000.00
73 - CONTRACT & PROF SVCS	73,369	144,300	144,300	0
76 - CAPITAL OUTLAY	370,476	2,921,338	5,019,338	0
78 - TRANSFER TO FUNDS	0	0	0	0
79 - OTHER FINANCING USES	213,750	70,000	70,000	301,250.00
Expense Total	**$1,928,051**	**$3,967,367**	**$6,565,367**	**$1,531,250**
REVENUES OVER/(UNDER) EXPENSES	**($1,664,166)**	**$1,088,434**	**($1,509,566)**	**($1,531,250)**
BEGINNING FUND BALANCE *	***$4,801,199***		***$3,137,033***	***$1,627,467***
ENDING FUND BALANCE PROJECTED	***$3,137,033***		***$1,627,467***	***$96,217***

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider an Ordinance of the City of Duncanville, Texas, levying Ad Valorem Taxes for the Year 2023 at a rate of $0.646034 per one hundred dollars ($100.00) assessed valuation on all taxable property within the corporate limits of the City of Duncanville as of January 1, 2023, to provide revenues for current expenses and interest and sinking fund requirements.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
A Public Hearing will be held on September 19, 2023, regarding the proposed tax rate of $0.646034, which is a decrease of $0.004426 or -0.68% from the 2022 adopted tax rate. Dallas County provided the City with the tax rate calculations. The worksheet is attached to the ordinance. It is important to note that even though the tax rate is being reduced, the total property tax revenue for the City is increasing by $1,589,682 or 7.32% compared to the prior year. The tax laws require the language used in the motion to state the property tax rate be increased by the adoption of a tax rate of $0.646034, which is effectively a 7.38 percent increase in the tax rate. The 7.38% increase is calculated from the No-New-Revenue Rate of $0.601654 compared to the proposed tax rate.

POLICY EXPLANATION:
Texas Tax Code Section 26.05(d) requires local governments to hold a public hearing when the proposed tax rate exceeds the lower of the No-New-Revenue (NNR) tax rate or the Voter-Approval (VA) tax rate. Even when the tax rate is not changed, if taxable property values increase from the prior year, there are more revenues from taxes (effectively) in the current proposed year versus the prior year. The tax rate being adopted is lower than the previous year, yet effectively there is an increase in revenue due to the increased taxable valuations. The required motion to adopt the tax rate is stated below. Furthermore, Truth In Taxation rules require the calculations and disclosures above based on the effective increase (positive percentage based on increased taxable valuations) and contained in Section 2 of the attached ordinance. The effect of lowering the City tax rate by $0.004426 from 2022 taxes is reflected in the Maintenance and Operations tax decrease of $19.56 when applied to a fixed value, in this case, a $100,000 home, as stipulated by state law.

MOTION:
I move the property tax rate be increased by the adoption of a tax rate of $0.646034, which is effectively a 7.38 percent increase in the tax rate.

Another requirement under the Texas Tax Code is to present a certification of additional sales and use tax to pay debt service to the governing body. The City does not use any sales tax revenue toward general obligation debt supported by Ad Valorem taxes. The Tax Code requires written certification whether or not that amount is zero. There is no formal action required other than for staff to execute the form and submit to Dallas County. The specific language of the Tax Code is below.

TITLE 1. PROPERTY TAX CODE Sec. 26.05. (e-1) The governing body of a taxing unit that imposes an additional sales and use tax may not adopt the component of the tax rate of the taxing unit described by Subsection (a)(1) of this section until the chief financial officer or the auditor for the taxing unit submits to the governing body of the taxing unit a written certification that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount described by Section 26.04(e)(3)(C) as required by Subsection (a)(1) of this section. (a)(1) for a taxing unit other than a school district, the rate that, if applied to the total taxable value, will impose the total amount described by Section 26.04(e)(3)(C), less any amount of additional sales and use tax revenue that will be used to pay debt service.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:

1. Approve the tax rate.
2. Other actions as directed by Council.

ATTACHMENTS:
Certification of Additional Sales and Use Tax to Pay Debt Services
Ordinance 2492 - Tax Rate Adoption 2023

Form 50-882

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of Dallas

Chief Financial Officer or Auditor: Robert D Brown (Interim City Manager)

For the taxing unit: City of Duncanville

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Duncanville on 9/19/20.

Signature of Financial Officer or Auditor

Form developed by: Texas Comptroller of Public Accounts, Property Tax Assistance Division

For additional copies, visit:
comptroller.texas.gov/taxes/property-tax

ORDINANCE NO. 2492

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2023 AT A RATE OF $0.646034 PER ONE HUNDRED DOLLARS ($100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2023, TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND, DECLARING AN EFFECTIVE DATE.

WHEREAS, the City has approved and adopted a budget in accordance with state law and the Home Rule Charter for the maintenance and operation and debt service obligations of the municipal government for fiscal year 2023-2024; and

WHEREAS, the City Council shall provide for the revenues for said budget by a levy of ad valorem property taxes; and

WHEREAS, the Dallas Central Appraisal District has timely appraised and provided for exemptions for real personal property located within the jurisdictional limits of the City in accordance with state law; and

WHEREAS, the required notices and public hearings have been held under state law.

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

SECTION 1. That there be and is hereby levied for the year 2023 on all taxable property, real, personal and mixed, situated within the limits of the City of Duncanville, Texas and not exempt by the Constitution of the State and valid State laws, a tax of $0.646034 on each One Hundred Dollars ($100.00) assessed value of taxable property, and shall be appropriated and distributed as follows:

(a) For the purpose of defraying the current expenses for maintenance and operations of the municipal government of the City, a tax of $0.605557 on each One Hundred Dollars ($100.00) assessed value of all taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of $0.040477 on each One Hundred Dollars ($100.00) assessed value of all taxable property, within the City which shall be applied to the payment of such interest and maturates of all outstanding bonds.

SECTION 2. 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 4.11 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-19.56.

SECTION 3. That all ad valorem taxes for the year shall become due and payable on October 1, 2023 and all ad valorem taxes for said year shall become delinquent if not paid before February 1, 2024. There shall be no discount for payment of taxes prior to January 31, 2024. A delinquent tax shall incur a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1, 2024. Provided, however, a tax delinquent on July 1, 2024, shall incur a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2024, shall incur an additional penalty of twenty percent (20%) of the amount of taxes, penalty, and interest due in order to defray costs of collection pursuant to section 6.30 of the Property Tax Code.

SECTION 4. Taxes are payable at the office of the Dallas County Tax Assessor collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. That the tax rolls, including any exemptions thereto, as presented to the City Council, together with any supplement thereto, be and the same are hereby adopted and approved.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas on the 19th day of September, 2023.

APPROVED:

_____

BARRY L. GORDON, MAYOR

ATTEST:

_____

CHIQUITA TAYLOR, CITY SECRETARY

APPROVED AS TO FORM:

_____

ROBERT E. HAGER, CITY ATTORNEY

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
City of Duncanville

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No-New-Revenue Tax Rate Worksheet.	$3,336,478,277
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	$0.625120/$100
3. M&O taxes refunded for years preceding tax year 2022. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	$100,642
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	$97,937
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	$20,859,698
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	$3,606,281,601
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	$0.605557/$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	$21,838,091
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	$978,393
Comparison of Total Tax Rates	
10. No-New-Revenue Total Tax Rate.	$0.601654/$100
11. This year's proposed total tax rate.	$0.646034/$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	$0.044380
13. Percentage change in total tax rate. Divide Line 12 by line 10.	7.38%
Comparison of M&O Tax Rates	
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	$0.581634/$100
15. This year's proposed M&O tax rate.	$0.605557/$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	$0.023923
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	4.11%
Raised M&O Taxes on a $100,000 Home	
18. This year's taxable value on a $100,000 home.	$100,000
19. Last year's M&O tax rate.	$0.625120/$100
20. This year's proposed M&O tax rate.	$0.605557/$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	$-19.56

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider an Ordinance ratifying the Fiscal Year 2023-2024 Budget which raises more revenue from property tax than in the previous year.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The adoption of the budget must be ratified if the tax rate incorporated raises more revenue from property tax than in the previous fiscal year.

POLICY EXPLANATION:
Section 102.007(c) of the Texas Government Code requires a ratification vote on a budget that will raise more revenue from property taxes than the previous year. This vote must be separate from the adoption of the budget or tax rate.

Simply translated, the state law requires municipalities to approve an ordinance ratifying a budget that generates more revenue from property taxes than the previous year. Because the City of Duncanville has experienced an increase in its property valuations, and the tax rate is higher than the No-New-Revenue rate, new revenue will be generated from taxes. Therefore, this ordinance must be approved in compliance with state law.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Approve the ordinance.
2. Other actions directed by Council.

ATTACHMENTS:
Ordinance No. - 2493 - Ratification of FY 2023-2024 Budget - Pdf

ORDINANCE NO. 2493

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING THE FISCAL YEAR 2023-2024 BUDGET WHICH RAISES MORE REVENUE FROM PROPERTY TAX THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published in all things as required by law, a public hearing was held, by and before the City Council of the City of Duncanville on September 5, 2023, the subject of which was the proposed budget for the City of Duncanville for Fiscal Year 2023-2024; and

WHEREAS, Section 102.007(c) of the Texas Local Government Code requires a budget that will raise more revenue from property taxes than the previous year be ratified by a separate vote from the adoption of the budget or tax rate.

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

SECTION 1. The City Council does hereby ratify the adoption of a budget for Fiscal Year 2023-2024 which will raise more revenue from property taxes than the previous year.

SECTION 2. This Ordinance shall become effective immediately from and after its passage, as the law and charter in such cases provides.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider an Ordinance approving the Fiscal Year 2023-2024 Master Fee Schedule, which is attached hereto and incorporated herein as Exhibit "A".

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
As a part of building the annual budget, the Master Fee Schedules are reviewed and rates are adjusted accordingly.

POLICY EXPLANATION:
The City Council adopts the Master Fee Schedule each year to ensure fees are updated annually. All changes in fees are notated in the light/blue turquoise column of the attached sheets titled "Proposed Change for FY 23-24".

Proposed changes include:

- Updated EMS fees to align with the City of DeSoto and the City of Cedar Hill. The intent is for each city to establish the same fee structure to ensure consistency of billing, regardless of which City responds to a medical emergency. Fees have not been updated since 2012.
- Updated Development Service fees including inspections and plan reviews, permits, and certificate of occupancy. Proposed fee changes will accommodate third-party inspection fees and bring in alignment with other cities that use third-party vendors.
- Updated Water and Sewer Rates in accordance with Ordinance 2230R, adopted on August 16, 2022.
- Updated Garbage Collection Rates to pass along CPI increases.

FUNDING SOURCE:

ORG and Object Number
NA

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

$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution No. - 2023-104 - FY 2023-2024 Master Fees - Pdf

RESOLUTION NO. 2023-104

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE FISCAL YEAR 2023-2024 MASTER FEE SCHEDULE, IN ACCORDANCE WITH CHAPTER 1, 'GENERAL PROVISIONS', DIVISION 1. 'GENERAL CODE CONSTRUCTION', SECTION 1-7, 'ESTABLISHMENT OF FEES FOR CITY SERVICES' OF THE CODE OF ORDINANCES, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. In accordance with Chapter 1, 'General Provisions', Division 1. 'General Code Construction', Section 1-7, 'Establishment of fees for city services' of the Code of Ordinances, as amended, the Master Fee Schedule is hereby approved which is attached hereto and incorporated herein by reference as Exhibit "A".

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

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

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

MASTER FEE SCHEDULE
GENERAL GOVERNMENT

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/1/23
1	**PUBLIC INFORMATION CHARGES**				
2	Copies, standard size	Per page.	$ 0.10		$ 0.10
3	Copies, non-standard size	Per page.	$ 0.50		$ 0.50
4	Disc (CD-RW or CD-R)	Each.	$ 1.00		$ 1.00
5	4 GB Flash drive	Each.	$ 5.00		$ 5.00
6	8 GB Flash drive	Each.	$ 6.00		$ 6.00
7	16 GB Flash drive	Each.	$ 10.00		$ 10.00
8	32 GB Flash drive	Each.	$ 12.00		$ 12.00
9	Digital video disc (DVD)	Each.	$ 3.00		$ 3.00
10	Labor charge	Per hour.	$ 15.00		$ 15.00
11	Overhead charge	Calculated based upon labor charge	20%		20%
12	Miscellaneous supplies		Actual cost		Actual cost
13	Postage and shipping		Actual cost		Actual cost
14	Certification of true copies		$ 2.50		$ 2.50
15	Attestation under Seal of Duncanville		$ 2.50		$ 2.50
16	**DOCUMENTS**				
17	Charter		$ 5.00		$ 5.00
18	Code of Ordinances	Available from Municipal Code Corporation	$ 130.00		$ 130.00

MASTER FEE SCHEDULE
MUNICIPAL COURT

EXHIBIT A

	MC CODE	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY 24	Proposed Fee Effective 10/01/23
1	DDC	Driving Safety Course	Up to $10 for cases in which dismissal is granted for attendance by defendant at a defensive driving course.	$ 10.00	$ -	$ 10.00
2	Payplan 2	Time Payment Reimbursement Fee (State Mandated Fee)	Assessed on each case that is paid on or after the 31st day past the date of judgment. City retains half.	$ 15.00	$ -	$ 15.00
3	Arrest	Warrant Fee (State Mandated Fee)	Assessed upon conviction for executing or processing an Arrest Warrant, Capias, or Capias Pro Fine.	$ 50.00	$ -	$ 50.00
4	LEA	LEA Fee (State Mandated Fee)	For Peace Officer issuing a written notice to appear (citation)	$ 5.00	$ -	$ 5.00
5	Jury	Jury Fee (State Mandated Fee)	Assessed on each case upon conviction at a jury trial	$ 3.00	$ -	$ 3.00
6	MCBS2	Security Fund (State Mandated Fee)	Can only be used for security personnel, services, and items related to buildings that house the operation of the municipal court.	$ 4.90	$ -	$ 4.90
7	MCTF	Technology fee (State Mandated Fee)	Can only be used for purchase of or to maintain technological enhancements for the Court	$ 4.00	$ -	$ 4.00
8	JCMF	Juvenile Case Manager Fee (State Mandated Fee)	Salary, Benefits, Training, Travel expenses, Office supplies, and Other necessary expenses of the JCM	$ 5.00	$ -	$ 5.00
9	COLLECTION	Collection fee (State Mandated Fee)	Contract with a third party collections firm	30%	-	30%
10	SCF	Consolidated Fee (State Mandated Fee)	Applies to all except parking and pedestrian offenses.90% remitted to State on Quarterly Report (IF report timely filed) where it is divided up among 14 different accounts/funds	$62.00	$ -	$ 62.00
11	JF2	Judicial Support Fee (JSF)	Applies to all except parking or pedestrian offens	$ 6.00	$ -	$ 6.00
12	IDF	Indigent Defense Fund (IDF) (State Mandated Fee)	Fee to be used to fund indigent defense representation through the	$ 2.00	$ -	$ 2.00
13	SJF	Juror Reimbursement Fee (State Mandated Fee)	90% remitted to State on Quarterly Report Fee to be used to reimburse counties for the cost of juror services.	$ 4.00	$ -	$ 4.00
14	TPDF2	Truancy Prevention and Diversion Fund (State Mandated	May only be used to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of juvenile case manager. Money may not be used to supplement the income of an employee whose primary role is not juvenile case manager.	$ 5.00	$ -	$ 5.00
15	STF2	State Traffic Fine (State Mandated Fee)	Applies to ALL Rules of the Road offenses	$ 50.00	$ -	$ 50.00
16	TFC	Local Traffic Fee (State Mandated Fee)	Applies to Rules of the Road offenses	$ 3.00	$ -	$ 3.00
17	MV	Moving Violation Fee (State Mandated Fee)	Applies to Moving Violations as defined by DPS	$ 0.10	$ -	$ 0.10
18	MJF	Municipal Jury Fund	Section 134.154, Local Government Code. May only be used to fund jury reimbursement and otherwise finance jury services. All non-jailable misdemeanor offenses including criminal violation of a municipal ordinance	$ 0.10	$ -	$ 0.10

MASTER FEE SCHEDULE
LIBRARY

EXHIBIT A

	FEE	BASIS/COMMENTS	FEE EFFECTIVE 10/01/22	Proposed CHANGE FOR FY 23-24	PROPOSED FEE EFFECTIVE 10/01/23
1	**Membership, Library Cards**				
2	Annual Membership, full privileges	Residents of Duncanville	$ -	$ -	$ -
3	Annual Membership, full privileges	Residents of DeSoto, Cedar Hill	$ -	$ -	$ -
4	Annual Membership, full privileges	Residents of other cities (first in household)	$ 35.00	$ -	$ 35.00
5	Annual Membership, full privileges	Residents of other cities (subsequent in household)	$ -	$ -	$ -
6	Replacement Library card	Per card	$ 1.00	$ -	$ 1.00
7	Duncanville ISD/Charter Students	Per card	$ -	$ -	$ -
8	**Services**				
9	Photocopies	Per page	$ 0.20	$ -	$ 0.20
10	Printing	Per page	$ 0.20	$ -	$ 0.20
11	Faxing (US & Canada)	Per page	$ 0.50	$ -	$ 0.50
12	Faxing (International)	Per page	$ -	$ -	$ -
13	Interlibrary loans	Per item delivered	$ 3.75	$ -	$ 3.75
14	Notarized signatures	Each	$ 2.00	$ -	$ 2.00
15	**Materials**				
16	USB flash drives	Per item	$ 5.00	$ -	$ 5.00
17	Earbuds	Per pair	$ 1.00	$ -	$ 1.00
18	Reusable Bag	Per item	$ 5.00	$ -	$ 5.00
19	**Overdue charges**				
20	Kindles, WIFI hotspots, laptops (checked out for offsite use	Per item per day to a maximum of replacement cost	$ -		$ -
21	Laptops (in-house use)	Per hour	$ -		$ -
22	All other Library materials	Per item per day to a maximum of replacement cost	$ -		$ -
23	DVDS and Videos	Per item per day to a maximum of replacement cost	$ -		$ -
24	**Damage charges**				
25	Pages torn, marked, water damaged or missing	Per page to a maximum of $5.00	$ 0.50	$ -	$ 0.50
28	ILL book band not returned with item	Per item	$ 1.00	$ -	$ 1.00
29	Book spine broken	Per item	$ 3.00	$ -	$ 3.00
30	Media cover insert torn, marked, or missing	Per item	$ 5.00	$ -	$ 5.00
31	Case, container, or part of Library material missing or damaged beyond repair	Per part	Replacement cost		Replacement cost
32	Library materials lost or damaged beyond repair (e.g. mold or water damage)	Per item	Replacement cost		Replacement cost
33	Library materials lost or damaged beyond repair (e.g. mold or water damage)	Service charge, per item, in addition to replacement cost	$ 5.00	$ -	$ 5.00

MASTER FEE SCHEDULE
DEVELOPMENT SERVICES

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
	Planning & Neighborhood Services				
1	**ZONING & RELATED FEES**				
2	Preliminary plat	Per plat.	$ 250.00		$ 250.00
3	Final plat - residential	Plus $5.00 per lot.	$ 500.00		$ 500.00
4	Final plat - apartment	Plus $10.00 per unit.	$ 500.00		$ 500.00
5	Final plat - other	Plus $50.00 per acre.	$ 500.00		$ 500.00
6	Replat	Per plat.	$ 500.00		$ 500.00
7	Planned Development Site Plan - Minor		$ 100.00		$ 100.00
8	Planned Development Site Plan - Major		$ 250.00		$ 250.00
9	Zoning change - planned development	Per development.	$ 1,050.00		$ 1,050.00
10	Zoning change - single residential lot		$ 500.00		$ 500.00
11	Zoning change - all other including SUP)		$ 1,050.00		$ 1,050.00
12	Comprehensive Plan	Per book	$ 50.00		$ 50.00
13	Maps (black/white copy)	Per sheet.	$ 5.00		$ 5.00
14	Street signs (2 signs, 1 pole)	Per assembly; installed.	$ 75.00		$ 75.00
15	Blue fire buttons	Each.	$ 10.00		$ 10.00
16	Zoning Verification Letter	Each.	$ 50.00		$ 50.00
17	Right-of-Way Abandonment	Each application	$ 250.00		$ 250.00
18	**CERTIFICATES OF OCCUPANCY**				
19	New building		$ 25.00	$ 50.00	$ 75.00
20	Existing building	For each new occupant or change in occupancy or ownership.	$ 125.00	$ 250.00	$ 375.00
21	Clean & Show Permit	Conditional for 90 days, will require an inspection or review of property on 90th day	$ 50.00	$ 75.00	$ 125.00
22	Utility Verification Permit	when the occupant changes electrical provider and an isnpection is required	$ 50.00	$ 75.00	$ 125.00
23	Changes	Certificate replacement	$ 10.00	$ 40.00	$ 50.00
24	Expedited Applications		-	$ 200.00	$ 200.00
25	**PLAN REVIEW**	**RESIDENTIAL PLAN REVIEW - NEW CONSTRUCTION**			
26	**Total Square Feet**				
27	1001 - 1500		$ 75.00	$ 125.00	$ 200.00
28	1501 - 2000		$ 100.00	$ 150.00	$ 250.00
29	2001 - 2500		$ 125.00	$ 175.00	$ 300.00
30	2501 - 3000		$ 150.00	$ 200.00	$ 350.00
31	3001 - 3500		$ 200.00	$ 250.00	$ 450.00
32	3501 - 4000		$ 225.00	$ 275.00	$ 500.00
33	4001 or more	$300 plus 0.05 per each additional square foot	See Comments		See Comments
34	**BUILDING PERMITS**	**RESIDENTIAL NEW CONSTRUCTION**			
35	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
36	**Total Square Feet**				
37	1001 - 1500		$ 1,400.00	$ 1,400.00	$ 2,800.00
38	1501 - 2000		$ 1,504.00	$ 1,504.00	$ 3,008.00
39	2001 - 2500		$ 1,731.55	$ 1,731.55	$ 3,463.10
40	2501 - 3000		$ 1,959.10	$ 1,959.10	$ 3,918.20
41	3001 - 3500		$ 2,186.65	$ 2,186.65	$ 4,373.30
42	3501 - 4000		$ 2,414.20	$ 2,414.20	$ 4,828.40
43	4001 or more	$4,828.40 plus 0.50 per each additional square foot	See Comments		See Comments
44	**BUILDING PERMITS**	**RESIDENTIAL REMODEL- ADDITIONAL SQFT TO MAIN STRUCTURE**			
45	**Total Square Feet**				
46	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
47	1-250		$ 175.00		
48	251-500		$ 325.00		$ 325.00
49	501-1000		$ 600.00		$ 600.00
50	1001-1500		$ 875.00		$ 875.00
51	1501-2000		$ 1,075.00		$ 1,075.00
52	2001-2500		$ 1,375.00		$ 1,375.00
53	2501 -3000		$ 1,575.00		$ 1,575.00
54	3001 or more	$1,575 plus 0.40 per each additional square foot	See Comments		See Comments
55	**PLAN REVIEW**	**COMMERICIAL BUILDING REVIEW**			
56	**Plan Review**	Commercial Review for new construction	50% permit cost		50% permit cost
57	**BUILDING PERMITS**	**NEW COMMERCIAL BUILDING**			
58	**Total Square Feet**				
59	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
60	1-1500	per square foot	$ 4.00		$ 4.00
61	1501-2500	per square foot	$ 3.60		$ 3.60
62	2501-3500	per square foot	$ 2.95		$ 2.95
63	3501-4500	per square foot	$ 2.75		$ 2.75

MASTER FEE SCHEDULE
DEVELOPMENT SERVICES

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
64	4501-5500	per square foot	$ 2.55		$ 2.55
65	5501-6500	per square foot	$ 2.45		$ 2.45
66	6500 or more	per square foot	$ 2.35		$ 2.35
67	**BUILDING PERMITS**	**COMMERCIAL BUILDING REMODEL**			
68	**Total Square Feet**				
69	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated project fee			
70	1-1500	per square foot	$ 0.35		$ 0.35
71	1501-2500	per square foot	$ 0.30		$ 0.30
72	2501-3500	per square foot	$ 0.28		$ 0.28
73	3501-4500	per square foot	$ 0.26		$ 0.26
74	4501-5500	per square foot	$ 0.24		$ 0.24
75	5501-6500	per square foot	$ 0.23		$ 0.23
76	6500 or more	per square foot	$ 0.22		$ 0.22
77	**INSPECTIONS / PLAN REVIEW**				
78	Commercial Pool/Spa Inspection Fee	Inspected 4 times a year, pass inspection is required to operate	$ 200.00	$ 200.00	$ 400.00
79	Inspections outside normal business hours (2 hour minimum)	All charges per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	$ 50.00	$ 100.00	$ 150.00
80	Reinspection fees	Inspection required after failure to comply with first notice of violation for each violation noted	$ 50.00	$ 50.00	$ 100.00
81	Inspections for which no fee is specifically indicated (half-hour minimum)		$ 50.00	$ 75.00	$ 125.00
82	Additional plan review	required by changes, additions, or revisions to plans (half-hour minimum)	$ 50.00	$ 75.00	$ 125.00
83	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost		Actual Cost
84	**CONTRACTOR REGISTRATION**				
85	General Contractor Registration - fence, concrete, sign, landscape irrigation installer, solar	Annual Fee - requires $1,000,000.00 liability insurance	$ 100.00	$ 50.00	$ 150.00
86	**ELECTRICAL PERMITS**	Unrelated to new construction or remodeling.			
87	Electrical work done with no permit	Work performed without permit when a permit is required - double the calculated project fee			
88	Service change		$ 75.00	$ 50.00	$ 125.00
89	Meter change		$ 75.00	$ 50.00	$ 125.00
90	**PLUMBING PERMITS**	Unrelated to new construction or remodeling.			
91	Plumbing work done with no permit	Work performed without permit when a permit is required - double the calculated project fee			
92	First fixture		$ 30.00	$ 95.00	$ 125.00
93	Sewer relay		$ 75.00	$ 50.00	$ 125.00
94	Gas line relay		$ 75.00	$ 50.00	$ 125.00
95	Water heater installation		$ 75.00	$ 50.00	$ 125.00
96	Water treatment system installation		$ 75.00	$ 50.00	$ 125.00
97	Backflow device inspection		$ 75.00	$ 50.00	$ 125.00
98	Landscape Irrigation Installation		$ 100.00	$ 200.00	$ 300.00
99	Gas Test & minor repair		$ 75.00	$ 50.00	$ 125.00
100	Grease Trap		$ 100.00	$ 50.00	$ 150.00
101	Sand Trap		$ 100.00	$ 50.00	$ 150.00
102	Steam boiler installation		$ 75.00	$ 50.00	$ 125.00
103	**AIR CONDITIONING PERMITS**	Unrelated to new construction or remodeling.			
104	HVAC Done Without Permit	Double the calculated project fee	See Comments		See Comments
105	Residential Mechanical - Repair or Alteration	per system	$ 75.00	$ 50.00	$ 125.00
	Residential New HVAC system	per system	$ 75.00	$ 50.00	$ 125.00
106	Commercial Mechanical - Repair or Alteration	per system		$ 150.00	$ 150.00
107	Commercial New HVAC system	per system	$ 150.00	$ 100.00	$ 250.00
108	Walk-In Cooler Installation	per system	$ 75.00	$ 100.00	$ 175.00
109	**MISC. PERMITS / FEES**	Including all trades, if applicable.			
110	Work Done Without Permit	Double the calculated project fee	See Comments		See Comments
111	Residential Remodel, repair, or alteration to existing house (excludes an increase in sq ft)		$ 125.00	$ 50.00	$ 200.00
112	Solar		$ 150.00	$ 150.00	$ 300.00
113	Foundation		$ 150.00	$ 50.00	$ 200.00
114	Swimming pool, >5,000 gal.		$ 75.00	$ 25.00	$ 100.00
115	Spa / hot tub / Pool (above ground, 24" deep or greater)		$ 75.00	$ 25.00	$ 100.00

MASTER FEE SCHEDULE
DEVELOPMENT SERVICES

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
116	Type B Accessory building 1-399 sqft	no MEP included, separate permit required	$ 75.00		$ 75.00
117	Type A Accessory building 400 sqft or greater	no MEP included, separate permit required	$ 150.00		$ 150.00
118	Roof Shingles Only -Residential		$ 75.00	$ 75.00	$ 150.00
119	Roof Decking - Residential		$ 150.00		$ 150.00
120	Roof Shingles/ Composition- Commercial		$ 150.00	$ 150.00	$ 300.00
121	Roof Decking - Commercial		$ 300.00	$ 100.00	$ 400.00
122	TPO		$ 450.00	$ 50.00	$ 500.00
123	All concrete: sidewalk, driveway approach and non residential parking lot	per square foot, Maximum $250 on Residential, and $1000.00 on Commercial	$ 0.50		$ 0.50
124	Asphalt tie-in to concrete drive approach	Per linear foot.	$ 6.00		$ 6.00
125	Structure moving, within City limits	Code of Ordinances Section 5-58	$ 100.00		$ 100.00
126	Structure moving, into City	Code of Ordinances Section 5-58	$ 100.00		$ 100.00
127	Construction Trailer	per trailer	$ 100.00	$ 25.00	$ 125.00
128	Building demolition	per building	$ 100.00	$ 25.00	$ 125.00
129	Gasoline fuel tanks	per tank	$ 150.00	$ 150.00	$ 300.00
130	Tent or canopy	Four permits per year, 14 days each	$ 25.00	$ 50.00	$ 75.00
131	Residential Fence		$ 75.00	$ 25.00	$ 100.00
132	Commercial Fence	3 inspections required	$ 225.00	$ 75.00	$ 300.00
133	Storage Containers	Annual Fee - two permits per year, 15 days each	$ 25.00	$ 75.00	$ 100.00
134	Occasional sale / residential garage sale	Four permits per year, two each six-month period	No charge	$ 25.00	$ 25.00
135	~~Parking lot and/or tent sale~~	~~Four permits per year, 14 days each~~	~~$ 50.00~~	~~$ (50.00)~~	~~$ -~~
136	Seasonal sale		$ 50.00	$ 100.00	$ 150.00
137	Seasonal garden center		$ 50.00	$ 100.00	$ 150.00
138	Handbill registration	Per year.	$ 50.00		$ 50.00
139	Handbill permit, one day		$ 15.00	$ 35.00	$ 50.00
140	Handbill permit, one week		$ 40.00	$ 60.00	$ 100.00
141	Handbill permit, one year		$ 400.00	$ 100.00	$ 500.00
142	Donation Box Registration	Pending Council Approval 08-01-2023	$ -	$ 25.00	$ 25.00
143	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of $100	$100 or 10% of cost, whichever is higher	$ 150.00	$ 250.00
144	Vacant building registration	Annual Fee	$ 750.00	$ -	$ 750.00
145	Vacant building inspection	Annual Fee- $0.01 per square foot of vacant building space, minimum charge of $50	See Comments	$ -	$50 or $0.01/sf whichever is higher
146	Residential Rental Property Registration	Registration, Inspection, and RCO (new registration)	$ 75.00	$ 75.00	$ 150.00
147	Residential Rental Property Registration	Annual fee per single-family, duplex, or townhouse rental unit	$ 25.00	$ -	$ 25.00
148	Residential Inspection Fee	When an inspection is required	$ 50.00	$ 75.00	$ 125.00
149	~~Residential Rental Property Certificate of Occupancy~~	~~Per occupancy, once every two years or with every new tenant, whichever occurs first~~	~~$ 10.00~~	~~$ (10.00)~~	~~$ -~~
150	Fee Resolution	Replacement of lost, destroyed or mutilated Rental Certificate of Occupancy	$ 10.00	$ 15.00	$ 25.00
151	Late Fee	For each month or part of the month that a license fee has not been received.	$ 50.00		$ 50.00
152	Street name change	*Note: This fee was approved in Resolution 2004-100504, but was inadvertently left off the previous fee schedules*	$ 125.00		$ 125.00
153	**SMALL CELL AND NETWORK NODES**				
154	Small Cell/Network node application fee	1-5 network nodes	$ 500.00		$ 500.00
155	Small Cell/Network node application fee	Additional network nodes beyond 5, each	$ 250.00		$ 250.00
156	Small Cell/Network node application fee	Each pole to be erected	$ 1,000.00		$ 1,000.00
157	Small Cell/Network node annual user fee	Each network node	$ 250.00		$ 250.00
158	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	$ 28.00		$ 28.00
159	Collocation on city poles annual user fee	Each pole	$ 20.00		$ 20.00
160	**FOOD ESTABLISHMENT FEES**				
161	**Health permit**				
162	**Class 1A** (full service restaurants with dining area, and supermarkets without a deli/bakery in the store)	Per fiscal year.	$ 425.00	$ 75.00	$ 500.00
163	**Class 2A** (ex. Supermarkets with deli/bakery, fast food establishments, convenience stores, variety stores, mobile vendors, day care and schools)	Per fiscal year.	$ 250.00	$ 75.00	$ 325.00
164	**Class 3A** (Seasonal Establishments)	Per fiscal year.	$ 175.00	$ 75.00	$ 225.00
165	New Establishment or change of ownership administrative fee in addition to Health Permit			$ 50.00	$ 50.00
166	**All large retail stores will be assessed separate permit fees for each operational function**				
167	Meat Market	Per fiscal year.	$ 250.00	$ 75.00	$ 250.00

MASTER FEE SCHEDULE
DEVELOPMENT SERVICES

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
168	Deli	Per fiscal year.	$ 250.00	$ 75.00	$ 250.00
169	Seafood	Per fiscal year.	$ 250.00	$ 75.00	$ 250.00
170	Restaurant	Per fiscal year.	$ 250.00	$ 75.00	$ 325.00
171	Bakery	Per fiscal year.	$ 250.00	$ 75.00	$ 325.00
172	School cafeteria	Per school cafeteria per fiscal year.	$ 250.00	$ 75.00	$ 325.00
173	Temporary food permit, first day		$ 25.00	$ 50.00	$ 75.00
174	Temporary food permit, additional day	Not to exceed 10 days.	$ 5.00	$ 20.00	$ 25.00
175	Re-check fee, all classifications	Per reinspection of noted violation	$ 100.00	$ -	$ 100.00
176	**Health Permit Late fees**				
176	Late fee	For each month or part of the month that a license fee has not been received.	$ 100.00	$ -	$ 100.00
177	~~After October 10 of fiscal year~~	~~First late fee~~	~~$ 50.00~~	~~$ (50.00)~~	~~$ -~~
178	~~Every 10 days thereafter~~	~~in addition to the First $50.00 late fee~~	~~$ 50.00~~	~~$ (50.00)~~	~~$ -~~
179	Not received by November 1st	Will result in establishment closure.	$ 100.00	$ 50.00	$ 150.00

MASTER FEE SCHEDULE
FIRE AND EMS

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/1/23
	FIRE DEPARTMENT				
1	**AMBULANCE FEES**				
2	BLS-E Emergency Service	No resident distinction - Per transport	$ 825.00	$ 575.00	$ 1,400.00
3	~~BLS Emergency Service, non-resident~~	~~Remove~~	~~$ 900.00~~	~~$ (900.00)~~	~~$ -~~
4	ALS-E Emergency Service	No resident distinction - Per transport	$ 1,050.00	$ 550.00	$ 1,600.00
5	~~ALS1 Emergency Service, non-resident~~	~~Remove~~	~~$ 1,125.00~~	~~$ (1,125.00)~~	~~$ -~~
6	ALS-2 Emergency Service	No resident distinction - Per transport	$ 1,200.00	$ 600.00	$ 1,800.00
7	~~ALS2 Emergency Service, non-resident~~	~~Per transport.~~	~~$ 1,275.00~~	~~$ (1,275.00)~~	~~$ -~~
8	ALS - Disposable	Per transport.		$ 400.00	$ 400.00
9	BLS - Disposable	Per transport.		$ 350.00	$ 350.00
10	O2 Check			$ 150.00	$ 150.00
11	Non Transport Fee	Per Call	$ 125.00	$ 50.00	$ 175.00
12	Mileage	Per loaded mile.	$ 15.00	$ 9.00	$ 24.00
13	**PERMIT FEES**				
14	Spray Booth or Hood Extinguisher System	Per permit.	$ 75.00	$ -	$ 75.00
15	Operational permit	Sections 105.6.1 through 105.6.46	IFC		IFC
16	Construction permit	Sections 105.7.1 through 105.7.12	IFC		IFC
17	Minor fire alarm review (repairs)	Per permit.	$ 25.00	$ -	$ 25.00
18	Fire alarm registration fee	Per year.	$ 35.00	$ -	$ 35.00
19	Fire alarm systems (1 to 10 devices)	Per permit.	$ 50.00	$ -	$ 50.00
20	Fire alarm systems (11 to 25 devices)	Per permit.	$ 75.00	$ -	$ 75.00
21	Fire alarm systems (26 to 100 devices)	Per permit.	$ 150.00	$ -	$ 150.00
22	Fire alarm systems (101 to 200 devices)	Per permit.	$ 200.00	$ -	$ 200.00
23	Fire alarm systems (201 to 400 devices)	Per permit.	$ 400.00	$ -	$ 400.00
24	Fire alarm systems (over 400 devices)	Per device	$ 1.00	$ -	$ 1.00
25	Fire sprinkler system (1 to 19 heads)	Per permit.	$ 50.00	$ -	$ 50.00
26	Fire sprinkler system (20 to 99 heads)	Per permit.	$ 75.00	$ -	$ 75.00
27	Fire sprinkler system (100 to 299 heads)	Per permit.	$ 150.00	$ -	$ 150.00
28	Fire sprinkler system (300 to 1000 heads)	Per permit.	$ 300.00	$ -	$ 300.00
29	Fire sprinkler system (over 1000 heads)	Per head	$ 0.30	$ -	$ 0.30
30	Fire Pumps, standpipe systems, special sys	Per permit.	$ 100.00	$ -	$ 100.00
31	Access control gates	Per gate	$ 100.00	$ -	$ 100.00
32	Additional acceptance tests	Per test	$ 75.00	$ -	$ 75.00
33	No permit penalty	Per permit.	Double applicable fee		Double applicable fee
34	No permit penalty subsequent violations	Per permit.	Triple applicable fee		Triple applicable fee
35	Multi-Use permit (any combination)	All permits	$ 250.00	$ -	$ 250.00
36	Contractor registration	Per year.	$ 100.00	$ -	$ 100.00
37	Environmental site assessment	Per hour	$ 75.00	$ -	$ 75.00
38	Combustible liquid storage tank	Per tank	$ 250.00	$ -	$ 250.00
39	Underground storage tank removal	Per tank	$ 200.00	$ -	$ 200.00
40	Temporary above ground tank	Per tank	$ 100.00	$ -	$ 100.00
41	LP Gas storage tank	Per tank	$ 250.00	$ -	$ 250.00
42	Pyrotechnics	Per event	$ 100.00	$ -	$ 100.00
43	Pyrotechnics	Per year unlimited events	$ 500.00	$ -	$ 500.00
44	After hours inspections (min charge two hours)	Per hour	$ 100.00	$ -	$ 100.00
45	Temporary membrane structures	Per structure	$ 100.00	$ -	$ 100.00
46	Controlled burning	Per day	$ 100.00	$ -	$ 100.00

MASTER FEE SCHEDULE
POLICE

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
1	**POLICE DEPARTMENT**				
2	Mobile Video System DVD's	$3 ea. + $15 hour labor charge (locating, compiling responsive information)	See Comments		See Comments
3	Body Worn Camera DVD's	$10 ea + $1 per minute released + $15hr labor charge	See Comments		See Comments
4	4 GB Flash Drive	Each	$ 6.00		$ 6.00
5	8 GB Flash Drive	Each	$ 8.00		$ 8.00
6	16 GB Flash Drive	Each	$ 10.00		$ 10.00
7	32 GB Flash Drive	Each	$ 12.00		$ 12.00
8	Offense report	Per page.	$ 0.10		$ 0.10
9	Accident report	Per report ($4.00 plus $2.00 certification fee)	$ 6.00		$ 6.00
10	Solicitor permit	Per person.	$ 75.00		$ 75.00
11	All fingerprinting fee	Per person.	$ 10.00		$ 10.00
12	Certified copy/ Notarized copy	Per report	$ 2.50		$ 2.50
13	VIN Inspections	Per Inspection	$ 40.00		$ 40.00
14	Secondary Metal Recyclers	Per year.		$ 250.00	$ 250.00
15	**ALARM SYSTEMS**				
16	Permit	Per year.	$ 35.00		$ 35.00
17	Excessive false alarm fee	Per false alarm; > 3 < 6 during 12-month period.	$ 50.00		$ 50.00
18	Excessive false alarm fee	Per false alarm; ≥ 6 < 8 during 12-month period.	$ 75.00		$ 75.00
19	Excessive false alarm fee	Per false alarm; ≥ 8 during a 12-month period	$ 100.00		$ 100.00
20	**911 SERVICE FEES (Updated 03/01/2015)**				
21	Resident	Per month per local exchange access line.	$ 1.00		$ 1.00
22	Business	Per month per local exchange access line.	$ 1.25		$ 1.25
23	Business trunk line	Per month per local exchange access line.	$ 1.50		$ 1.50
24	VoIP line Resident	Per month per each VoIP line.	$ 1.00		$ 1.00
25	VoIP business	Per month per each VoIP line.	$ 1.25		$ 1.25
26	VoIP Business Trunk Line	Per month per each VoIP business trunk line.	$ 1.50		$ 1.50
27	**TOWING FEES**	**Per contract with J & S Towing**			
28	Wrecker charge	Per call.	$ 55.00		$ 55.00
29	Wrecker charge, medium duty	Per hour.	$ 140.00		$ 140.00
30	Wrecker charge, heavy-duty per item (Tractor and/or Trailer)	Per hour.	$ 170.00		$ 170.00
31	Mileage outside Duncanville city limits	Per loaded mile.	$ 3.00	$ 2.00	$ 5.00
32	Call out, no tow, cleanup	Per call.	$ 30.00		$ 30.00
33	Call out, no tow, disregard call	Per call.	No charge		No charge
34	Recovery/waiting time	Per hour.	$ 30.00		$ 30.00
35	City vehicle storage charge		No charge		No charge
36	Police Department tire change	Each tire change.	No charge		No charge
37	Tow charge, City vehicle under 1-ton	Per call.	No charge		No charge
38	Semi-tractor trailer "boot" application	Per call.	$ 300.00		$ 300.00
39	**ANIMAL CONTROL**				
40	**Tri Cities Regional Animal Shelter**				
41	Animal Impoundment, 1st offense	Per animal.	$ 30.00		$ 30.00
42	Animal Impoundment, 2nd offense	Per animal.	$ 100.00		$ 100.00
43	Animal Impoundment, 3rd offense	Per animal.	$ 200.00		$ 200.00
44	Animal Impoundment, 4th offense	Per animal.	$ 300.00		$ 300.00
45	Boarding fee	Per night.	$ 15.00		$ 15.00
46	Rabies observation fee	Per night.	$ 30.00		$ 30.00
47	Non-resident surrender fee, animal	Per animal. (reduction per Tri-City Animal Shelter)	$ 15.00		$ 15.00
48	Non-resident surrender fee, litter	Per litter (up to 4); $5.00 each additional animal.(no longer a fee)	$ -		$ -
49	Animal adoption	Each dog or cat. ($25.00 adoption + $25.00 sterilization voucher)	$ 150.00		$ 150.00
50	Microchip and registration	Each dog or cat.	$ 25.00		$ 25.00
51	Veterinarian disposal fee	Each dog, cat or small animal	$ 15.00		$ 15.00
52	**Animal Permits**				
53	Wild animal	Per year.	$ 10.00	$ 40.00	$ 50.00
54	Livestock	Per year.	$ 10.00	$ 65.00	$ 75.00
55	Cats over limit	Per year.	$ 10.00		$ 10.00
56	Dogs over limit	Per year.	$ 10.00		$ 10.00
57	Dangerous Animal	Per year.		$ 100.00	$ 100.00
58	**TAXICAB PERMITS**				
59	Operating permit fee	Per year.	$ 150.00		$ 150.00

MASTER FEE SCHEDULE
POLICE

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
60	Vehicle inspection fee	Annual, per vehicle.	$ 10.00		$ 10.00
61	Driver fee	Per year.	$ 10.00		$ 10.00
62	**SEXUALLY ORIENTED BUSINESSES**				
63	Sexually oriented business	Per year.	$ 525.00		$ 525.00
64	Massage establishment	Per year.	$ 625.00		$ 625.00
65	Class A Dance Hall	Per year.	$ 525.00		$ 525.00
66	Class B Dance Hall	Per year.	$ 525.00		$ 525.00
67	Class C Dance Hall	Per year.	$ 525.00		$ 525.00
68	Class D Dance Hall	Per year.	$ 675.00		$ 675.00
69	Class E Dance Hall	Per year.	$ 675.00		$ 675.00

MASTER FEE SCHEDULE
PARKS AND RECREATION

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
1	**PARKS AND RECREATION**				
2		Family is defined as spouse, child or step-child.			
3	**RECREATION CARD FEES**	Game Room/Gym/Walking Track/Fitness Room (Fitness Room Access is Not Allowed for Children under 16)			
4	Individual, Resident (6 months)	Ages 10-54 (city employee, officials, retirees or spouses thereof)	$ 35.00		$ 35.00
5	Individual, Resident (annual)	Ages 10-54 (city employee, officials, retirees, or spouses thereof)	$ 65.00		$ 65.00
6	Individual, Non-Resident (6 months)	Ages 10-54	$ 150.00		$ 150.00
7	Individual, Non-Resident (annual)	Ages 10-54	$ 290.00		$ 290.00
8	Family, Resident (6 months)	Maximum of 6 family members (Each additional Family member above 6 is $10 more)	$ 90.00		$ 90.00
9	Family, Resident (annual)	Maximum of 6 family members (Each additional Family member above 6 is $20 more)	$ 175.00		$ 175.00
10	Family, Non-Resident (6 months)	Maximum of 6 family members (Each additional Family member above 6 is $60 more)	$ 650.00		$ 650.00
11	Family, Non-Resident (annual)	Maximum of 6 family members (Each additional Family member above 6 is $120 more)	$ 1,280.00		$ 1,280.00
12	Individual, Senior, Resident (6 months)	Ages 55+	$ 25.00		$ 25.00
13	Individual, Senior, Resident (annual)	Ages 55+	$ 45.00		$ 45.00
14	Individual, Senior, Non-Resident (6 months)	Ages 55+	$ 140.00		$ 140.00
15	Individual, Senior, Non-Resident (annual)	Ages 55+	$ 260.00		$ 260.00
16	Senior Citizen Couple, Resident (6 months)	Ages 55+	$ 45.00		$ 45.00
17	Senior Citizen Couple, Resident (annual)	Ages 55+	$ 80.00		$ 80.00
18	Senior Citizen Couple, Non-Resident (6 months)	Ages 55+	$ 275.00		$ 275.00
19	Senior Citizen Couple, Non-Resident (annual)	Ages 55+	$ 510.00		$ 510.00
20	Individual, Rec Cntr/Snr Cntr COMBO, Resident (annual)	Ages 55+	$ 50.00		$ 50.00
21	Individual, Rec Cntr/Snr Cntr COMBO, Non-Resident (annual)	Ages 55+	$ 275.00		$ 275.00
22	Rec Cntr/Snr Cntr COMBO Couple, Resident (annual)	Ages 55+	$ 90.00		$ 90.00
23	Rec Cntr/Snr Cntr COMBO Couple, Non-Resident (annual)	Ages 55+	$ 550.00		$ 550.00
24	Replacement Card		$ 10.00		$ 10.00
25	Children under the age of 5	Not allowed in Fitness Room	Free		Free
26	Day Pass, Resident		$ 5.00		$ 5.00
27	Day Pass, Non-Resident		$ 5.00		$ 5.00
28	Active Military	Must show proof they are on active duty.	Free		Free
29	Corporate (5 Annual Memberships)	Includes 5 individual annual memberships (no residency requirement)	$ 825.00		$ 825.00
30	**FACILITY RENTAL Rates/Fees**	Charges are determined on type and rooms rented. Set up and clean-up are included in rented hours per signed contract. The Recreation Center and Senior Center do not allow rentals past 11:30 p.m.			
31	Facility Deposit (Senior Center)	Deposit due 5 working days prior to rental.	$ 250.00		$ 250.00
32	Facility Deposit (Meeting Room)	Deposit due 5 working days prior to rental.	$ 200.00		$ 200.00
33	Facility Deposit (Teen Room)	Deposit due 5 working days prior to rental.	$ 200.00		$ 200.00
34	Facility Deposit (Single Gym)	Deposit due 5 working days prior to rental.	$ 250.00		$ 250.00
35	Facility Deposit (Pavilion/Gazebo/Amphitheatre)	Deposit due 5 working days prior to rental.	$ 100.00		$ 100.00
36	Security Officer Fee	Per hour; one security guard per 75 quests required for rentals	$ 50.00		$ 50.00
37		made up of primarily age 21 years or younger.			
38	Administration Fee - Pavilions	Per reservation when rental cancellation has been requested	$ 15.00		$ 15.00
39	Administration Fee - Facilities	Per reservation when rental cancellation has been requested	$ 30.00		$ 30.00
40	Administration Fee - Programs	Per class when a request made for refund of a class/program	$ 15.00		$ 15.00
41	Clean Up Fee - Pavilions, 125 people or more		$ 50.00		$ 50.00
42	Clean Up Fee - Pavilions, 2 hours or more		$ 50.00		$ 50.00
43	Clean Up Fee - Recreation Center Rooms		$ 50.00		$ 50.00
44	Clean Up Fee - D.L. Senior Center Rooms		$ 50.00		$ 50.00
45	D.L. Senior Center - Parkview, Resident	Per hour	$ 110.00		$ 110.00
46	D.L. Senior Center - Parkview, Non-Resident	Per hour	$ 165.00		$ 165.00
47	D.L. Senior Center - Northside, Resident	Per hour	$ 85.00		$ 85.00
48	D.L. Senior Center - Northside, Non-Resident	Per hour	$ 140.00		$ 140.00
49	Programming Room - Library	Per hour	$ 30.00		$ 30.00
50	Aerobics Room, Resident	Per hour, per room	$ 45.00		$ 45.00
51	Aerobics Room, Non-Resident	Per hour, per room	$ 90.00		$ 90.00
52	Game Room, Resident	Per hour, per room	$ 70.00		$ 70.00

MASTER FEE SCHEDULE
PARKS AND RECREATION

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
53	Game Room, Non-Resident	Per hour, per room	$ 90.00		$ 90.00
54	Teen Room, Resident	Per hour, per room	$ 55.00		$ 55.00
55	Teen Room, Non-Resident	Per hour, per room	$ 85.00		$ 85.00
56	Single Meeting Room, Resident	Per hour, per room	$ 40.00		$ 40.00
57	Single Meeting, Room, Non-Resident	Per hour, per room	$ 55.00		$ 55.00
58	Conference Room, Resident	Per hour	$ 25.00		$ 25.00
59	Conference Room, Non-Resident	Per hour	$ 45.00		$ 45.00
60	Kitchen, Resident	Per hour with rental	$ 20.00		$ 20.00
61	Kitchen, Non-Resident	Per hour with rental	$ 30.00		$ 30.00
62	Single Court Rental (Athletic)	Per hour	$ 55.00		$ 55.00
63	Single Court Rental (Non-Athletic)	Per hour	$ 60.00		$ 60.00
64	After Hours Charge	Per hour for any rentals beyond hours of operation	$ 25.00		$ 25.00
65	**PAVILION RENTALS**				
66	Harrington Park Pavilion, Resident	Per hour (tables/grills, no electric)	$ 20.00		$ 20.00
67	Harrington Park Pavilion, Non-Resident	Per hour (tables/grills, no electric)	$ 40.00		$ 40.00
68	Armstrong Park Pavilion, Resident	Per hour (electric outlet and lighting, no grills allowed)	$ 50.00		$ 50.00
69	Armstrong Park Pavilion, Non-Resident	Per hour (electric outlet and lighting, no grills allowed)	$ 75.00		$ 75.00
70	Chris Paris Park Pavilion, Resident	Per hour (no electric or restrooms)	$ 10.00		$ 10.00
71	Chris Paris Park Pavilion, Non-Resident	Per hour (no electric or restrooms)	$ 20.00		$ 20.00
72	Lakeside Park Pavilion - Small, Resident	Per hour (electric outlet and lighting)	$ 50.00		$ 30.00
73	Lakeside Park Pavilion - Small, Non-Resident	Per hour (electric outlet and lighting)	$ 75.00		$ 50.00
74	Lakeside Park Pavilion - Large, Resident	Per hour (electric outlet and lighting)	$ 50.00		$ 50.00
75	Lakeside Park Pavilion - Large, Non-Resident	Per hour (electric outlet and lighting)	$ 75.00		$ 75.00
76	Amphitheatre Rental, Resident	Per hour	$ 80.00		$ 80.00
77	Amphitheatre Rental, Non-Resident	Per hour	$ 150.00		$ 150.00
78	Gazebo Rental, Resident	Per hour	$ 20.00		$ 20.00
79	Gazebo Rental, Non-Resident	Per hour	$ 40.00		$ 40.00
80	**LAKESIDE PARK - COURT RENTALS**				
81	Basketball without Pavilion, Resident	Per hour	$ 10.00		$ 10.00
82	Basketball without Pavilion, Non-Resident	Per hour	$ 20.00		$ 20.00
83	Basketball with Pavilion, Resident	Per hour	$ 5.00		$ 5.00
84	Basketball with Pavilion, Non-Resident	Per hour	$ 10.00		$ 10.00
85	Sand Volleyball without Pavilion, Resident	Per hour	$ 10.00		$ 10.00
86	Sand Volleyball without Pavilion, Non-Resident	Per hour	$ 20.00		$ 20.00
87	Sand Volleyball with Pavilion, Resident	Per hour	$ 5.00		$ 5.00
88	Sand Volleyball with Pavilion, Non-Resident	Per hour	$ 10.00		$ 10.00
89	Football - Resident	Per Hour	$ 15.00		$ 15.00
90	Football - Non-Resident	Per hour	$ 30.00		$ 30.00
91	Softball - Resident	Per hour	$ 15.00		$ 15.00
92	Softball - Non-Resident	Per hour	$ 30.00		$ 30.00
93	**ATHLETICS**				
94	Team Fees - Softball	Per team, per season	$ 60.00		$ 60.00
95	Team Fees - Football	Per team, per season	$ 60.00		$ 60.00
96	Team Fee - Baseball	Per team, per season	$ 60.00		$ 60.00
97	Team Fee - Soccer	Per team, per season	$ 60.00		$ 60.00
98	Team Fee - Basketball	Per team, per season	$ 60.00		$ 60.00
99	Non-Resident Fee	Per person associated with teams outside of city	$ 10.00		$ 10.00
100	Light Key Deposit	For fields with lights, deposit required prior to issuing light key	$ 50.00		$ 50.00
101	Harrington New Pavilion, Resident	Per hour (electric and lighting, no picnic tables)	$ 30.00		$ 30.00
102	Harrington New Pavilion, Non-Resident	Per hour (electric and lighting, no picnic tables)	$ 50.00		$ 50.00
103	Red Bird Pavilion, Resident	Per hour (electric and lighting)	$ 30.00		$ 30.00
104	Red Bird Pavilion, Non-Resident	Per hour (electric and lighting)	$ 50.00		$ 50.00
105	**BALLFIELD RESERVATIONS**				
106	**Lakeside (Football and Softball I/II)**				
107	**High School Tennis Courts**				
108	Ballfield Reservation - Lighted, Resident	Per hour	$ 30.00		$ 30.00
109	Ballfield Reservation - Lighted, Non-Resident	Per hour	$ 60.00		$ 60.00
110	Ballfield Reservation - Unlighted, Resident	Per hour	$ 15.00		$ 15.00
111	Ballfield Reservation - Unlighted, Non-Resident	Per hour	$ 30.00		$ 30.00
112	Tennis - Lighted	Per court, per hour	$ 4.00		$ 4.00
113	Tennis - Unlighted	Per court, per hour	$ 2.00		$ 2.00
114	Association Light Fee	Per electric bill - energy cost plus KWH usage	$ 0.04		$ 0.04
115	**Tournament Fees**				
116	Non-City Sponsored Tournaments	Per day per field with or without lights	$ 150.00		$ 150.00
117	Friday Rental Rate	Per hour pro-rated	$ 13.00		$ 13.00
118	**Park Fees**				

MASTER FEE SCHEDULE
PARKS AND RECREATION

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
119	Concessions Permit	Per day for private sales in park	$ 50.00		$ 50.00
141	**SENIOR CENTER**				
142	Resident - Annual	Membership fee	$ 15.00		$ 15.00
143	Non-Resident - Annual	Membership fee	$ 20.00		$ 20.00
144	**SPECIAL EVENTS PERMIT**				
145	Permit application		$ 100.00		$ 100.00
146	Special events deposit	Deposit and bond for balance of estimated costs or $200.00, whichever is greater, to be paid not less than 7 working days before the date of special event shown on permit.	50% of estimated reimbursable costs		50% of estimated reimbursable costs

MASTER FEE SCHEDULE
FIELDHOUSE

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
1	**COURT RENTAL - BASKETBALL**				
2	Court Rentals - Tournaments, Leagues, Camps	Per court / hour	$ 55.00	$ -	$ 55.00
3	Court Rentals - Weekends 9:00a to 9:00p	Per court / hour	$ 55.00	$ -	$ 55.00
4	Court Rentals - Weekdays 9:00a to 6:00p	Per court / hour	$ 45.00	$ -	$ 45.00
5	Court Rentals - Weekdays 6:00p to 9:00p	Per court / hour	$ 55.00	$ -	$ 55.00
6	**NET RENTAL - VOLLEYBALL**				
7	Net Rentals - Tournaments, Leagues, Camps	Per net / hour	$ 35.00	$ 5.00	$ 40.00
8	Net Rentals - Weekends 9:00a to 9:00p	Per net / hour	$ 35.00	$ 5.00	$ 40.00
9	Net Rentals - Weekdays 9:00a to 6:00p	Per net / hour	$ 35.00	$ 5.00	$ 40.00
10	Net Rentals - Weekdays 6:00p to 9:00p	Per net / hour	$ 35.00	$ 5.00	$ 40.00
11	**OTHER SPORTS REVENUE**				
12	Court Rentals - Mixed Martial Arts	Per court / hour	$ 55.00	$ -	$ 55.00
13	Court Rentals - Soccer/Futsal	Per court / hour	$ 55.00	$ -	$ 55.00
14	Court Rentals - Cheer/Dance	Per officer / hour	$ 30.00	$ -	$ 30.00
15	Security - Exclusive Protection	Per officer / hour	$ 30.00	$ -	$ 30.00
16	Security - Duncanville Police	Per officer / hour	$ 50.00	$ -	$ 50.00
17	Day Porter - Gobal Building Maintenance	Per maid x 1 / hour	$ 20.00	$ -	$ 20.00
18	Day Porter - Gobal Building Maintenance	Per maid x 2 / hour	$ 15.00	$ -	$ 15.00
19	Parking - Event	Managed event reserved parking	$ 2,500.00	$ -	$ 2,500.00
20	Parking - Event	Per car	$ 10.00	$ -	$ 10.00
21	**SUITE RENTALS**				
22	Suite #101C - Center	Per hour - 50% deposit required	$ 75.00	$ 25.00	$ 100.00
23	Suite #206 - Event	Per hour - 50% deposit required	$ 200.00	$ 50.00	$ 250.00
24	Suite #206 - Fieldhouse Club	Per hour - 50% deposit required	$ 75.00	$ 25.00	$ 100.00
25	Outside - Patio	Per hour - 50% deposit required	$ 100.00		$ 100.00
26	Suite - 50% discount w/event rental agreement	Included in event License Use Agreement			
27	**CAMPS / METRO SUMMER CAMP**				
28	Registration / includes Camp T-Shirt	One-time fee per student	$ 87.00	$ -	$ 87.00
29	Early Bird Special - 8 Week Package	Paid in full prior to camp start date	$ 705.00	$ -	$ 705.00
30	4 Week Session - June or July	Paid in full prior to session start date	$ 356.00	$ -	$ 356.00
31	Per Week - 5 days	Paid weekly	$ 99.00	$ -	$ 99.00
32	Extended Camp - August	Paid weekly	$ 89.00	$ -	$ 89.00
33	Field Trips	As scheduled	$ 30.00	$ -	$ 30.00
34	T-Shirts	POS	$ 12.00	$ -	$ 12.00
35	Meal Deal - Daily	POS	$ 6.00	$ -	$ 6.00
36	**OTHER REVENUE**				
37	Event Vendor Table	Per day	$ 125.00	$ -	$ 125.00
38	P.A. System Rental	Per day	$ 125.00	$ -	$ 125.00
39	Projector with screen	Per day	$ 125.00	$ -	$ 125.00
40	Linen Rental	Per table cloth	$ 15.00	$ -	$ 15.00
41	Alcohol Permits	Per event	$ 50.00	$ -	$ 50.00
42	Copies	Per Copy	$ 0.25	$ -	$ 0.25

MASTER FEE SCHEDULE
UTILITIES

EXHIBIT A

	FEE	BASIS/COMMENTS	FEE Effective 10/01/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
	UTILITIES				
1	**WATER & SEWER CONNECTION / TAP FEES**				
2	**Water connection fees**				
3	3/4 "	Based on cost of water meter	$ 252.00	$ 148.00	$ 400.00
4	1"	Based on cost of water meter	$ 348.00	$ 252.00	$ 600.00
5	1 1/2"	Based on cost of water meter	$ 600.00	$ 400.00	$ 1,000.00
6	2"	Based on cost of water meter	$ 1,600.00	$ (100.00)	$ 1,500.00
7	3"	Based on cost of water meter	Total cost plus 10%	Update to Fixed Amount	$ 2,000.00
8	4"	Based on cost of water meter	Total cost plus 10%	Update to Fixed Amount	$ 2,500.00
9	**Water tap fees**	**IN ADDITION TO CONNECTION FEE FOR NEW SERVICE INSTALL**			
10	1"	Based on cost of materials & labor + 100% pavement repair charges	$ 1,600.00	$ -	$ 1,600.00
11	2"	Based on cost of materials & labor + 100% pavement repair charges	$ 2,000.00	$ -	$ 2,000.00
12	Larger than 2"		Total cost plus 10% and pavement repair charges.	$ -	Total cost plus 10% and pavement repair charges.
13	**Sewer connection fees**	**ONLY IF EXISTING SEWER SERVICE IS AVAILABLE TO PROPERTY**			
14	Residential	Connecting private sewer to city sewer available near property line	$ 200.00	$ -	$ 200.00
15	Non-Residential	Connecting private sewer to city sewer available near property line	$ 200.00	$ -	$ 200.00
16	**Sewer tap fees**	**IN ADDITION TO CONNECTION FEE FOR NEW SERVICE INSTALL**			
17	Service Line - 4"	Up to 25 feet of sewer piping + 100% pavement repair charges	$ 1,800.00	$ 200.00	$ 2,000.00
18	Service Line - 6"	Up to 25 feet of sewer piping + 100% pavement repair charges	$ 2,000.00	$ 500.00	$ 2,500.00
19	Linear Foot Charge (per foot after 25ft.)	$36.25 per additional linear foot + 100% pavement repair charges	$ 36.25	$ 3.75	$ 40.00
20	**Pavement repair charges**				
21	Sidewalk	Per square foot.	$ 9.00	$ 3.90	$ 12.90
22	Street	Per square foot.	$ 9.00	$ 1.50	$ 10.50
23	**WATER RATES**	Monthly rates to be charged for water on a monthly basis			
24		as determined by water meter readings.			
25	**Residential - Non-Senior**				
26	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 15.82	$ 2.06	$ 17.88
27	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 4.25	$ 0.55	$ 4.80
28	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 5.48	$ 0.71	$ 6.19
29	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 6.76	$ 0.88	$ 7.64
30	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 8.01	$ 1.04	$ 9.05
31	**Residential - Senior (over 65)**				
32	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 14.24	$ 1.85	$ 16.09
33	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 3.82	$ 0.50	$ 4.32
34	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 4.93	$ 0.64	$ 5.57
35	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 6.08	$ 0.79	$ 6.87
36	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 7.21	$ 0.94	$ 8.15
37	**Commercial**				
38	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 15.82	$ 2.06	$ 17.88
39	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 3.82	$ 0.50	$ 4.32
40	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 4.98	$ 0.65	$ 5.63
41	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 6.16	$ 0.80	$ 6.96
42	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 6.16	$ 0.80	$ 6.96
43	**Multi-Family**				
44	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 15.82	$ 2.06	$ 17.88
45	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 3.82	$ 0.50	$ 4.32
46	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 4.98	$ 0.65	$ 5.63
47	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 6.16	$ 0.80	$ 6.96
48	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 6.16	$ 0.80	$ 6.96
49	**Irrigation**				
50	Minimum water charge	Per month, per unit.	$ 15.82	$ 2.06	$ 17.88
51	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 4.35	$ 0.57	$ 4.92
52	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 5.63	$ 0.73	$ 6.36
53	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 6.90	$ 0.90	$ 7.80
54	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 8.16	$ 1.06	$ 9.22

MASTER FEE SCHEDULE
UTILITIES

EXHIBIT A

	FEE	BASIS/COMMENTS	FEE Effective 10/01/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
55	**Schools**				
56	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 15.82	$ 2.06	$ 17.88
57	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 6.19	$ 0.81	$ 7.00
58	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 7.33	$ 0.96	$ 8.29
59	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 8.46	$ 1.10	$ 9.56
60	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 9.61	$ 1.24	$ 10.85
61	**Municipal**				
62	Minimum water charge	Per month, per unit.	$ 15.82	$ 2.06	$ 17.88
63	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 7.33	$ 0.96	$ 8.29
64	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 8.46	$ 1.10	$ 9.56
65	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 9.61	$ 1.24	$ 10.85
66	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 10.72	$ 1.40	$ 12.12
67	**WATER DEPOSITS AND FEES**				
68	Deposit, residential		$ 75.00	$ -	$ 75.00
69	Deposit, commercial		$ 125.00	$ -	$ 125.00
70	Deposit, Realtor	For one house; $25.00 for each additional house.	$ 75.00	$ -	$ 75.00
71	Convenience fee (credit card over the phone)	Per transaction	$ 15.00	$ -	$ 15.00
72	Returned check fee	Per check.	$ 35.00	$ -	$ 35.00
73	Delinquent charge (Commercial)	Based on total bill, including water, sewer, garbage, and drainage fees.	10%		10%
74	Delinquent charge (Residential)	Change from 5% of outstanding bill to a flat fee (Based on total bill, including water, sewer, garbage, and drainage fees.)	10%		10%
75	Deposit, fire hydrant meter	Based on cost of hydrant meter/backflow assembly & labor	$ 2,000.00	$ 500.00	$ 2,500.00
76	**Reconnections**				
77	During business hours: single-family, duplexes, multi-family 9 units or less	Additional $35.00 if meter was pulled.	$ 35.00	$ -	$ 35.00
78	During business hours: multi-family with 10 units or more		$ 70.00	$ -	$ 70.00
79	After hours / holidays: single-family, duplexes, multi-family 9 units or less		$ 45.00	$ -	$ 45.00
80	After hours / holidays: multi-family with 10 units or more		$ 120.00	$ -	$ 120.00
81	Charge if customer turns water on illegally, meter in place	Per occurrence	$ 50.00	$ -	$ 50.00
82	Charge if customer illegally installs bypass, meter or no meter	Per occurrence	$ 150.00	$ -	$ 150.00
83	**SEWER RATES**				
84	**Fixed rates**				
85	Residential	Per connection (without tax)	$ 20.79	$ 1.66	$ 22.45
86	Residential (Senior Over 65)	Per connection (without tax)	$ 18.71	$ 1.50	$ 20.21
87	Multi-family	Per living unit (without tax)	$ 9.80	$ 0.78	$ 10.58
88	Commercial, Schools, Municipal	Per connection (without tax)	$ 9.80	$ 0.78	$ 10.58
89	**Variable rates**				
90	Residential	Per 1,000 gallons.; based on winter months average without tax	$ 8.88	$ 0.71	$ 9.59
91	Residential (Senior Over 65)	Per 1,000 gallons.; based on winter months average without tax	$ 7.99	$ 0.64	$ 8.63
92	Multi-family	Per 1,000 gallons; based on 90% of water consumption without tax	$ 9.99	$ 0.80	$ 10.79
93	Commercial, Schools and Municipal	Per 1,000 gallons; based on 85% of water consumption without tax	$ 9.80	$ 0.78	$ 10.58
94	**SOLID WASTE RATES**				
95	Single-family & duplex, curbside service	Per dwelling unit without tax	$ 27.04	$ 0.54	$ 27.58
96	Single-family & duplex, alley service	Per dwelling unit without tax	$ 33.90	$ 0.68	$ 34.58
97	Multi-family, curbside service	Per dwelling unit without tax	$ 27.04	$ 0.54	$ 27.58
98	Multi-family, alley pickup	Per dwelling unit without tax	$ 33.90	$ 0.68	$ 34.58
99	**Commercial accounts serviced by residential trucks**				
100	Per commercial account	Per month, without tax	$ 39.70	$ 1.99	$ 41.69
101	**Commercial accounts**				
102	Commercial containers / collection	Rates specified in contract with service provider and subject to CPI increases.	See Comments		See Comments
103	Commercial containers / burned	Rates specified in contract with service provider and subject to CPI increases.	See Comments		See Comments
104	**PRIVATE COLLECTION LICENSES**				
105	**Class A**				
106	Each vehicle, up to 1/2 ton	Per year.	$ 25.00	$ -	$ 25.00
107	Each vehicle, 1/2 ton to 2 tons	Per year.	$ 35.00	$ -	$ 35.00
108	Each vehicle, 2 tons or more	Per year.	$ 50.00	$ -	$ 50.00
109	**Class B**	Per year minimum. Fee shall be amount equal to one month's charge for city service of the same class.	$ 12.00	$ -	$ 12.00
110	**Class C**	Per year (for collection and transportation of grass clippings).	$ 25.00	$ -	$ 25.00

MASTER FEE SCHEDULE
UTILITIES

EXHIBIT A

	FEE	BASIS/COMMENTS	FEE Effective 10/01/22	Proposed Change for FY 23-24	Proposed Fee Effective 10/01/23
111	**LANDFILL FEES**	Gate rate at Skyline Landfill			
112	**STORMWATER CHARGES**				
113	Residential	Per month, per dwelling unit	$ 3.50	$ -	$ 3.50
114	Multi-family	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50
115	Churches	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50
116	Schools	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50
117	Commercial	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50
118	**RETAIL ELECTRIC PROVIDERS**	Registration does not apply to REPs serving municipal accounts. Any REP that remains delinquent on payment of annual registration fee after Mach 31 shall be subject to suspension of registration.			
119	Registration fee	Due by January 31 of each year.	$ 25.00	$ -	$ 25.00
120	Subsequent registration fee		$ 20.00	$ -	$ 20.00
121	Late payment fee	For fees not received prior to January 31.	$ 10.00	$ -	$ 10.00
122	Delinquency fee	Plus late payment fee and amount of penalty first imposed.	$ 15.00	$ -	$ 15.00

STAFF REPORT

MEETING: City Council - 19 Sep 2023

TITLE:
Consider an Ordinance regarding the City of Duncanville's Texas Municipal Retirement System (TMRS) benefits adopting: (1) Updated Service Credits (USC); and (2) an annuity increase, also referred to as Cost of Living Adjustment (COLA) for retirees and their beneficiaries.

Vision Statement:

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

STAFF RESPONSIBLE:
Todd C. Siegel, Human Resources Director

BACKGROUND/HISTORY:
As part of the 2023-2024 budget, the City Council approved a TMRS Ad Hoc (one-time) 100% Updated Service Credit and a 30% COLA. These will go into effect on January 1, 2024. TMRS allocations are a part of the payroll process and are based on a percentage of the employee's earnings. The employee contributes 7% per pay and the city matches this 2 to 1 based on the rate TMRS provides. The cost is then expensed to the various department cost centers. The total increase to the FY 2024 proposed budget to add the enhancement with the delay in compensation increases to January 1, 2024 comes to $477,906.

POLICY EXPLANATION:
To adopt this Ad Hoc scenario, TMRS requires the City Council for the City of Duncanville to approve this Ordinance.

FUNDING SOURCE:

ORG and Object Number
Various orgs and 600110 (Object Number)

Available Budget	Purchase Amount	After Encumber
$1,980,006 (Total calculated TMRS budget for FY 2024)	$0.00	$0.00

ACTION ALTERNATIVES:
1. Approve a TMRS Ad Hoc (one-time) 100% Updated Service Credit and a 30% COLA
2. Do not approve a TMRS Ad Hoc (one-time) 100% Updated Service Credit and a 30% COLA
3. Other actions as directed by Council.

ATTACHMENTS:
Duncanville.ORD 2023-087 - Adoption of TMRS Updated Service Credits COLAs for Retirees and Their Beneficiaries
Duncanville_2024 Plan Change Study_100 USC NO Transfer ad hoc with 30 COLA ad hoc
Duncanville Transmittal - USC & COLA Ad hoc

ORDINANCE NO. 2023-087

AN ORDINANCE REGARDING THE CITY OF DUNCANVILLE'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS ADOPTING: (1) UPDATED SERVICE CREDITS; AND (2) AN ANNUITY INCREASE, ALSO REFERRED TO AS COST OF LIVING ADJUSTMENT (COLA) FOR RETIREES AND THEIR BENEFICIARIES.

WHEREAS, the City of Duncanville does not provide a Cost Of Living Adjustment (COLA) for retiree benefits; and,

WHEREAS, the City desires to implement a one hundred percent (100%) base updated Service Credit as set forth herein; and,

WHEREAS, the City of Duncanville desires to implement a thirty percent (30%) COLA adjustment.

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

SECTION 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"), the City of Duncanville, Texas ("City"), authorizes each member of the Texas Municipal Retirement System (the "System") who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credit will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The Updated Service Credit authorized and provided under this Ordinance shall be 100% of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(c) The Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(d) The Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved,

subject to receipt by the System prior to such January 1 and approval by the Board of Trustees ("Board") of the System.

SECTION 2. Increase in Retirement Annuities, or COLA.

(a) On the terms and conditions set out in TMRS Act §854.203, the City authorizes and provides for payment of the increase described by this Section to the annuities paid to retired City employees and beneficiaries of deceased City retirees (such increase also called "cost of living adjustment" or "COLA"). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 30% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the benefit accumulation fund of the System.

(f) The increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board.

DULY PASSED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

Ordinance No. 2023-087

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Duncanville (00388)

Report Date - June 30, 2023

Plan Provisions	Current	Option 1	Option 2
Deposit Rate	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1
Updated Service Credit	0%	100% (Ad hoc)	100% (Ad hoc)
Transfer USC *	No	No	No
COLA	0%	30% (Ad hoc)	70% (Ad hoc)
Retroactive COLA	No	Yes	Yes
20 Year/Any Age Retirement	Yes	Yes	Yes
Vesting	5 years	5 years	5 years
Supplemental Death Benefit	None	None	None
Contribution Rates	**2024**	**2024**	**2024**
Normal Cost Rate	5.19%	5.19%	5.19%
Prior Service Rate	1.15%	4.85%	10.19%
Retirement Rate	**6.34%**	**10.04%**	**15.38%**
Supplemental Death Rate	0.00%	0.00%	0.00%
Total Contribution Rate	**6.34%**	**10.04%**	**15.38%**
Unfunded Actuarial Liability	$782,790	$6,947,189	$15,875,241
Amortization Period	20 years	20 years	20 years
Funded Ratio	99.4%	94.6%	88.4%

* As of the December 31, 2022 valuation date, there were 35 employees with service in other TMRS cities eligible for transfer USC.

TMRS
Celebrating 75 Years

September 5, 2023

Todd Siegel
HR Director
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Dear Mr. Siegel,

We are pleased to enclose a model ordinance for your city to adopt:

100% Updated Service Credit without Transfers
&
30% Cost of Living Adjustment Increase to Annuitants
Both Ad hoc (one-time only basis)
Both effective January 1, 2024

With the adoption of these additional benefits, your city's contribution rate beginning January 1, 2024, will be **10.04%**.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions or concerns, please contact me at 512-225-3742.

Sincerely,

Colin Davidson
Director of City Services

TEXAS MUNICIPAL RETIREMENT SYSTEM
P.O. Box 149153 • Austin, Texas 78714-9153
800-924-8677 • www.tmrs.com