Duncanville City Council Meeting Agenda

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

Tuesday, October 15, 2024
4:00 P.M. – Executive Session
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, October 15, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, October 15, 2024
- First Name, Last Name, and Address

Page

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. — 7
   Executive Session

2. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of W. Camp Wisdom Road, north of E. Wheatland Road, east of N. Main Street, and west of S. Cockrell Hill Road, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same. — 8 - 9
   Executive Session

3. The City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, purchase or exchange of real property north of of I-20, south of Ranchero Ln., east of Cedar Ridge Road, and west of N. Main. — 10
   Executive Session

4. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, and north of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. — 11 - 12
   Executive Session

5. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of E Wheatland Rd, north of Hwy 67, east of S Lincoln Dr, west of S Cockrell Hill Rd, and, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same. — 13 - 14
   Executive Session

6. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of W Davis St, north of Wes Jespersen Way, east of N Main St, west of N Hastings St, and, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same. — 15 - 16
   Executive Session

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. City Council to receive a briefing on the status of the Cedar Ridge Road Reconstruction Project, provide for an opportunity for City Council to discuss, and provide direction if needed. This is part of the 2018 bond projects. 17 - 18

Cedar Ridge Road Reconstruction Project Update

B. City Council to receive a briefing on the status of the FY24 Mill and Overlay Project, provide for an opportunity for City Council to discuss, and provide direction if needed. 19 - 20

Mill and Overlay Program

C. City Council to receive a briefing on equity in infrastructure management initiatives, discussion, and direction if any to the City Manager. 21 - 22

Council briefing on equity in Infrastructure Management

D. Council to receive a briefing on the types of trailers allowed to be parked on an improved surface in the front yard of residential zoned districts. 23 - 29

Utility Trailers in Residential Areas

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 - Luis Salazar
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Presentation on Life Saving Award to Officer Figueroa. 30 - 31

Life Saving Award

B. Proclamation Recognizing October 2024 as Domestic Violence Awareness Month. 32 - 34

Domestic Violence Awareness

C. Proclamation designating November 2, 2024 as "Arbor Day" in Duncanville. 35 - 38

Proclamation - Arbor Day

D. Proclamation designating October 20-26, 2024 as National Friends of the Library Week — 39 - 40

National Friends of the Library Week Proclamation 2024

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for the following Regular and Special Meetings. — 41 - 51

Special Meeting/Budget Workshop- 15 Aug 2024 - Minutes
Special Meeting - 15 Aug 2024 - Minutes
City Council - 03 Sep 2024 - Minutes
Special Meeting/Budget Workshop - 05 Sep 2024 - Minutes

B. Consider an Ordinance regarding the City of Duncanville's Texas Municipal Retirement System (TMRS) benefits adopting: (1) Non-Retroactive Repeating COLAs, for retirees and their beneficiaries; and (2) Annually Accruing Updated Service Credits (USC). — 52 - 59

Adoption of Repeating TMRS Updated Service Credits and COLA for Retirees

C. Council to consider an amendment to the Arts Fund Policy. — 60 - 66

Council to consider an amendment to the Arts Fund Policy

D. Consider an Ordinance amending the FY 2024-2025 budget, creating the Arts Fund, and allocating fifteen percent of Hotel Motel tax revenue, as allowed by state law, to the Arts Fund, and establishing a budget. — 67 - 73

FY 2024-2025 Budget Amendment - Arts Fund

E. Consider approving a Resolution authorizing the procurement of water meter reading technology with MRSP, LLC (dba: SPMR, LLC) with an annual estimated expenditure of $18,000. 74 - 79

FY25 Renewal - MRSP, LLC (dba: SPMR, LLC)

F. Consider a resolution requesting the procurement of OpenGov online transparency software and authorizing an expenditure in the amount of $68,000 from the unappropriated balance of the General Fund. 80 - 85

Procurement of OpenGov budgeting software

G. Consider a Resolution authorizing the use of HOT funds for a drone show for Christmas 2024 not to exceed $60,000. 86 - 89

HOT funds for a drone show for Christmas 2024

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider a resolution authorizing approval of Duncanville Community & Economic Development Corporation (DCEDC) Incentive/Design Grants for an amount not to exceed $35,000 to Sistergirl's Kitchen LLC located at 106 North Cedar Ridge, Duncanville, TX 75116 90 - 153

DCEDC Grant for Sistergirl's Kitchen LLC

C. Consider a resolution authorizing approval of Duncanville Community & Economic Development Corporation (DCEDC) Incentive/Design Grants for an amount not to exceed $50,000 to 214 Woodhaven LLC located at 214 Woodhaven Boulevard, Duncanville, TX 75116 154 - 194

DCEDC Grant to 214 Woodhaven LLC - Pdf

6. STAFF AND BOARD REPORTS

A. City Council to receive a briefing on the Mexican Independence Day 2024 budget and activities, provide for the City Council to discuss and provide direction for future Mexican Independence Day celebrations, if needed. 195 - 223

Mexican Independence Day Post Event Report

B. City council to receive a briefing on the proposed Christmas 2024. 224 - 225

Christmas 2024

C. Briefing on Budget Development Policy 226 - 230

Briefing on Budget Development Policy

D. Receive the Monthly Financial Report as of August 31, 2024 231 - 276

Monthly Financial Report as of August 31, 2024

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date

and time: **Thursday, October 10, 2024 , by 5:00 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."

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Oct 2024

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

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
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FUNDING SOURCE:

ORG and Object Number
N/A

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

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

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Oct 2024

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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:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
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ORG and Object Number
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1. Take any necessary action as a result of the executive session.

STAFF REPORT

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STAFF RESPONSIBLE:
Douglas Finch, City Manager

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STAFF RESPONSIBLE:
Victor Barerra, Economic Development Director

BACKGROUND/HISTORY:
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FUNDING SOURCE:

ORG and Object Number
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Available Budget	**Purchase Amount**	**After Encumber**
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MEETING: City Council - 15 Oct 2024

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City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located south of W Davis St, north of Wes Jespersen Way, east of N Main St, west of N Hastings St, and, pursuant to Section 551.071 of Texas Government Code, to seek legal advice from the City Attorney regarding the same.

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STAFF RESPONSIBLE:
Victor Barrera,

BACKGROUND/HISTORY:
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FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
City Council to receive a briefing on the status of the Cedar Ridge Road Reconstruction Project, provide for an opportunity for City Council to discuss, and provide direction if needed. This is part of the 2018 bond projects.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
Under 2018 Proposition B, $2,000,000.00 in bond funds were allocated for the design and construction of improvements along a segment of Cedar Ridge Dr. On June 1, 2021, City Council authorized PSA 21-031 for Engineering Consultant Services with Dunaway Associates to design Cedar Ridge Street Reconstruction and Subsurface Utility Improvements from Big Stone Gap Rd. to Wheatland Rd. The agreement was amended (Change Order 1 - $9,200.00) in April 2022 to authorize further study of the Cedar Ridge Drive corridor to confirm the section of roadway selected for reconstruction provided the most value to the City.

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

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
City Council to receive a briefing on the status of the FY24 Mill and Overlay Project, provide for an opportunity for City Council to discuss, and provide direction if needed.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works
Kelly McChesney, Street Superintendent

BACKGROUND/HISTORY:
City Council awarded RFB 23-0017 to Anderson Asphalt & Concrete Paving, LLC. for street mill and overlay improvements on October 17, 2023. This included an initial one-year term with the option to renew for up to three additional one-year terms in a contract amount not exceeding $1,600,000.00.

Hot mix asphalt mill and overlay is a cost-effective street maintenance strategy to prolong the life of public streets. This treatment involves milling the top few inches of the damaged or deteriorated asphalt pavement surface and overlaying the road with fresh asphalt pavement. This creates a new driving surface estimated to last 20 years.

The FY24 mill and overlay improvements began on September 6th and were completed on September 28th. The following streets were improved:

- Forest (S. Alexander to E. Center)
- Rolling Ridge (Steger to Markwood)
- Middale (Hill City to Steger)
- Markwood (Rolling Ridge to Middale)
- Jellison (Link to Concrete)
- Vineyard (S. Main to Merrifield)
- Shady Trail (Main St to Concrete)

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
City Council to receive a briefing on equity in infrastructure management initiatives, discussion, and direction if any to the City Manager.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
Considering equity in budget decision-making as well as a prioritization factor is an emerging aspect across several government agencies. This briefing explores the integration of equity into infrastructure management practices, focusing on strategies to ensure fair distribution of resources and opportunities across diverse communities. By highlighting case studies and best practices, the briefing aims to provide actionable insights for policymakers and stakeholders committed to advancing equity through more inclusive and transparent infrastructure management systems. The goal is to foster a collaborative approach that enhances infrastructure quality while addressing social and economic inequalities.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:
N/A

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Council to receive a briefing on the types of trailers allowed to be parked on an improved surface in the front yard of residential zoned districts.

Vision Statement:

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

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager - Community

BACKGROUND/HISTORY:
Currently, under section 12-92(3)(e), all trailers except for boat trailers and camper trailers are prohibited from being parked in the front yard in residential districts. Per Section 12-91, *Front yard* is defined as all areas between the front face(s) of the building and the front property line. The graphics attached to the staff report, which are also included in the ordinance, depict how the front, side, and rear yards are determined.

POLICY EXPLANATION:
Councilmember Koontz requested this item be place on the agenda for discussion and to see if Council would consider amending the current ordinance to allow certain trailers, specifically utility trailers, to be parked on improved surfaces in the front yards in residential districts.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Council to provide feedback on whether to amend the current ordinance.

ATTACHMENTS:
Open Storage - Utility Trailers
Front Yard 1
Front Yard 2

Front Yard 3
Front Yard 4

Sec. 12-92. - Nuisance; open storage.

The following conditions shall constitute public nuisances, the keeping, permitting, or maintenance of which by any person in charge or control of the premises shall be unlawful, and which shall be abated as provided in section 12-93:

(1) The keeping or depositing on or the scattering over such premises of junk, trash, or debris, or abandoned, discarded or unused objects or equipment. This includes, but is not limited to, furniture, stoves, refrigerators, freezers, appliances, cans, containers, or unused, discarded and/or inoperable motor vehicles; or any item which is not customarily used or stored outside on property used for residential purposes, or which is not made of a material that is resistant to damage or deterioration from exposure to the outside environment, for a period in excess of 24 hours.

(2) No tractor, truck, bus, or any vehicle having a rated capacity in excess of one and one-half tons according to manufacturer's specifications shall be kept, parked, left or placed on residential property, including in driveways, for other than the supervised loading or unloading of goods or passengers.

(3) Open storage is not permitted in the front yard or on the front porch of a residential building or in any side yard abutting a public street or alley. Articles which may be kept in such front or side yards include, but are not limited to:

a. Landscaping, ornamental structures, bird baths, plant containers, statues, one barbecue grill or smoker, or lawn furniture made of material that is resistant to damage or deterioration from exposure to the outside elements.

b. Permitted vehicles.

c. A motorized home or recreational vehicle, when parked on an approved surface as determined by the building official.

d. A camper trailer or boat trailer (with boat) when such trailer cannot be parked behind the front yard because of inadequate side yard or alley access, when parked on an approved surface as determined by the building official. Property that adjoins a platted alley shall be deemed to have adequate alley access for the purposes of this section.

e. No trailers other than boat trailers (with boat) or camper trailers are permitted in a front yard, whether or not parked on an improved surface. All vehicles, trailers and boats, the keeping or storage of which is permitted by this article or other city ordinances, must display proof of a current license or registration.

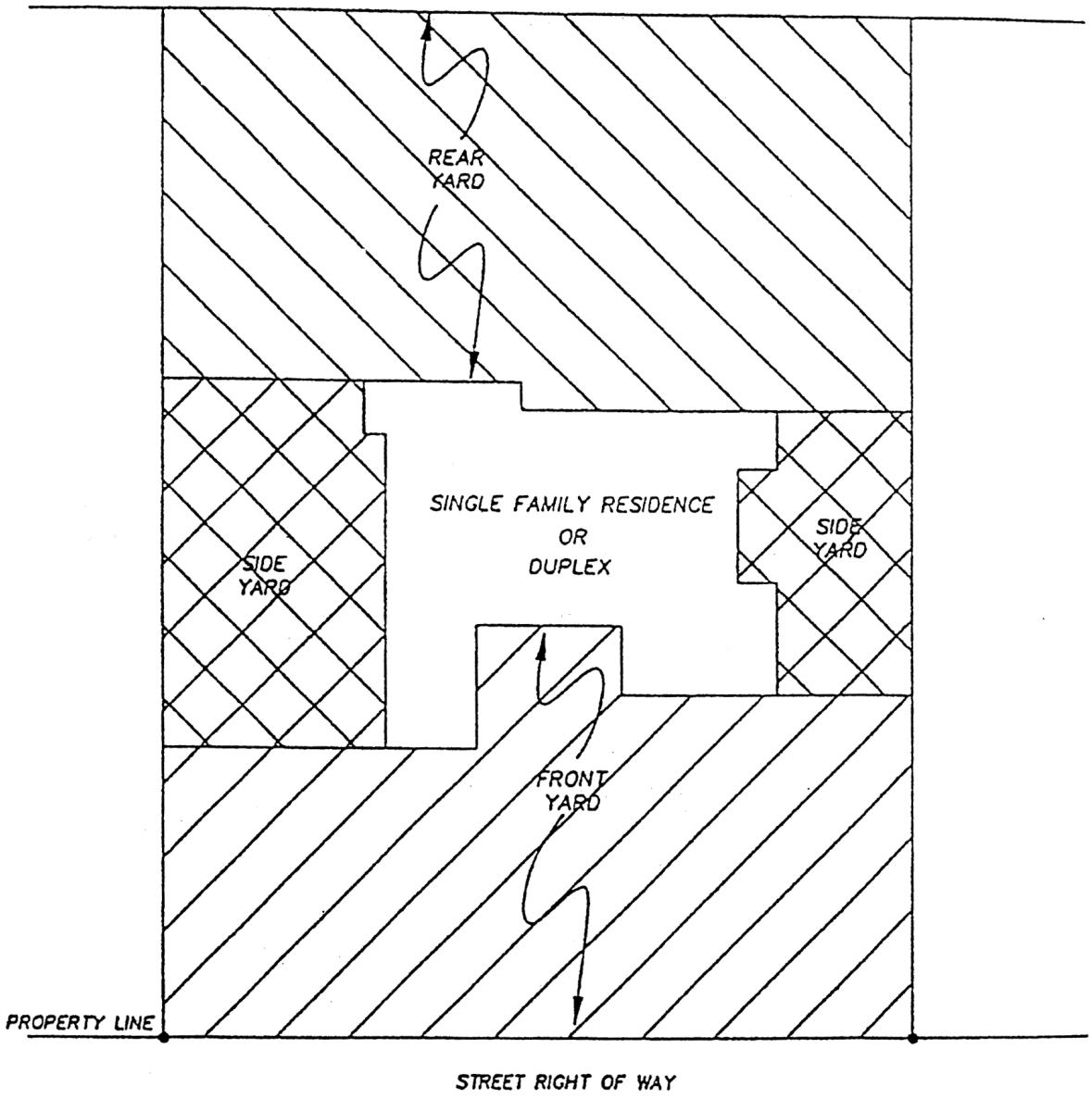


FIGURE # 1
FRONT, SIDE, REAR YARD
TYPICAL LOT

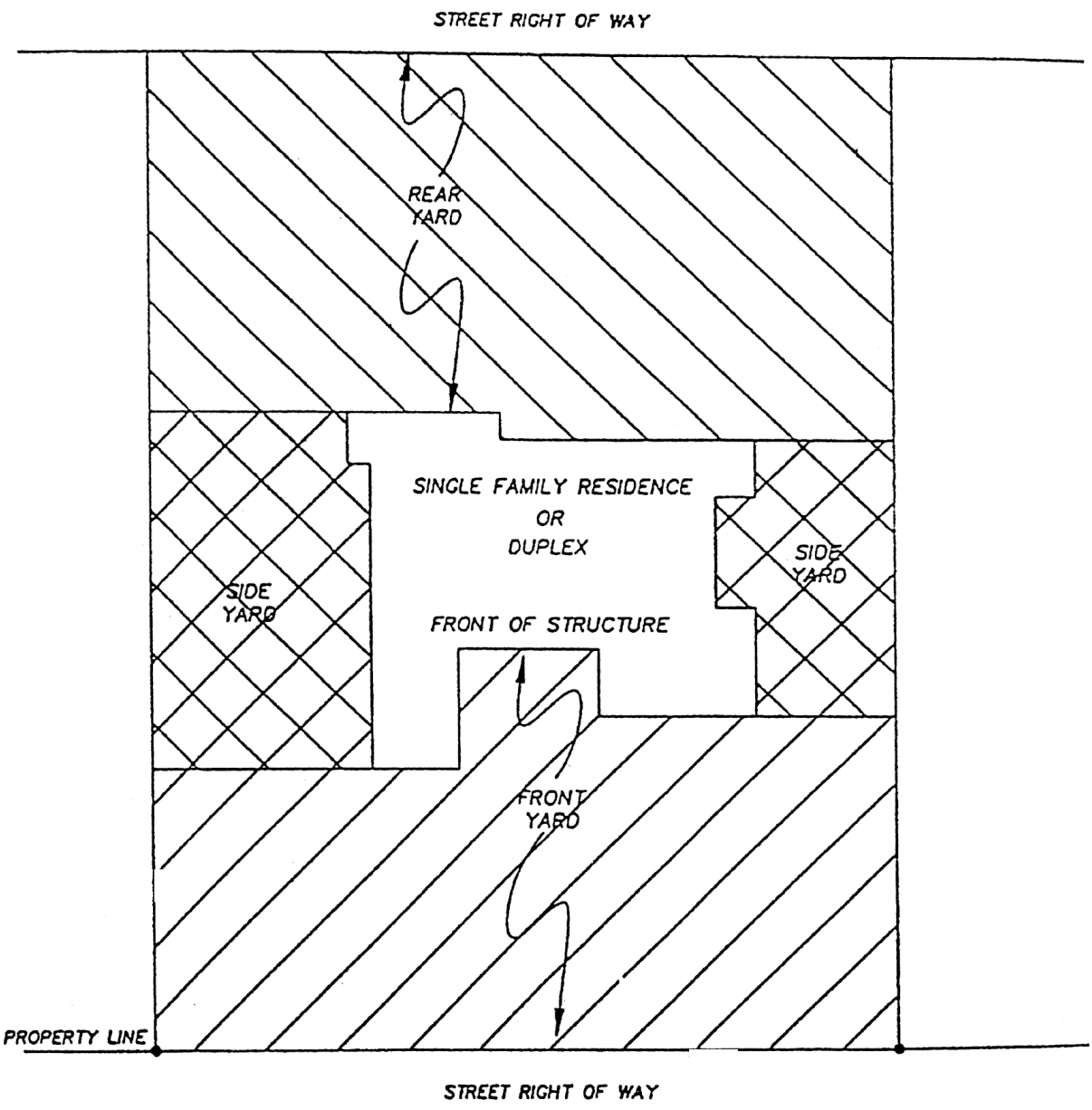


FIGURE # 2
FRONT, SIDE YARDS
LOT WITH DOUBLE FRONTAGE,
RUNNING FROM ONE STREET TO ANOTHER

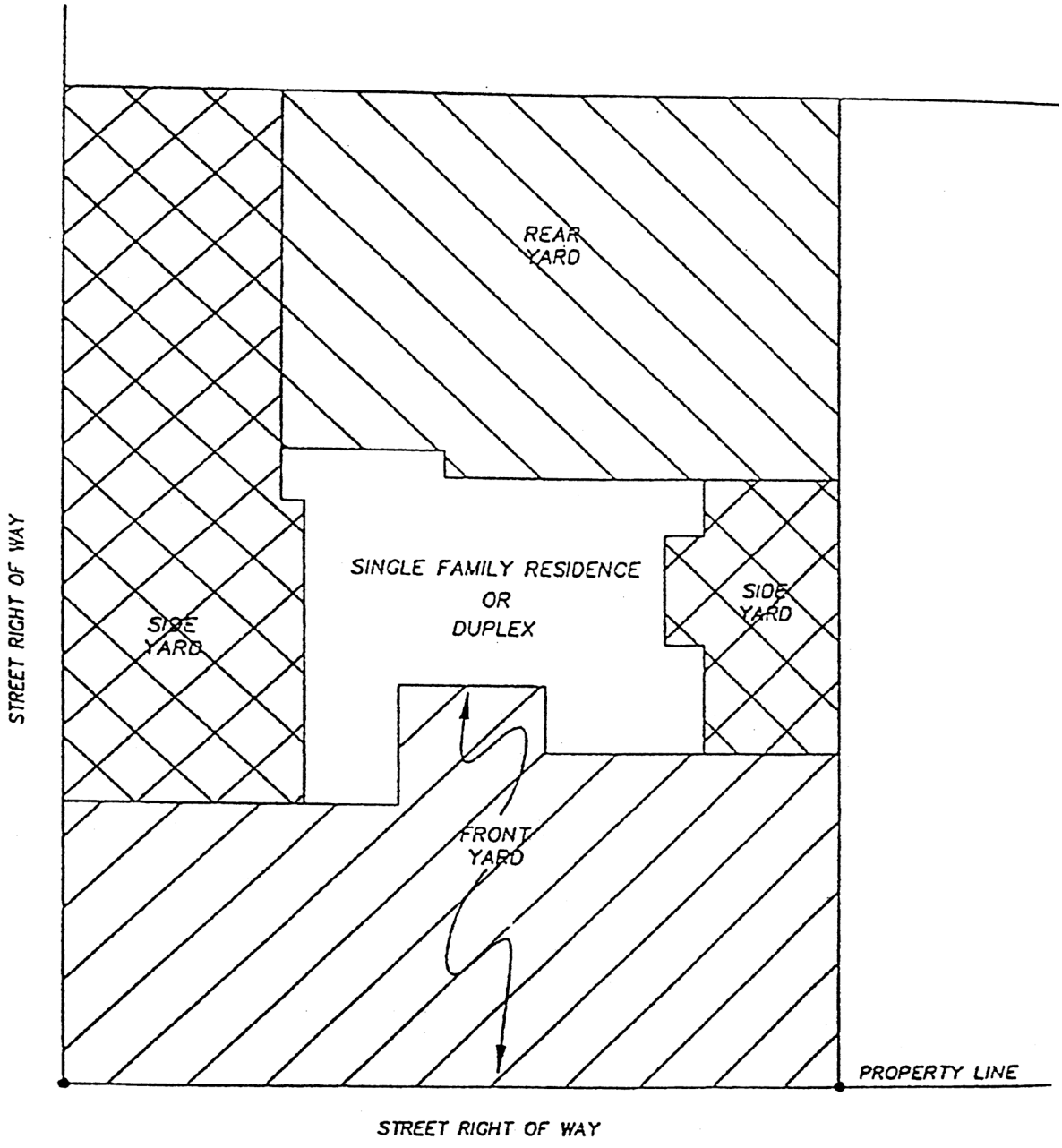


FIGURE # 3
FRONT, SIDE, REAR YARDS
CORNER LOT

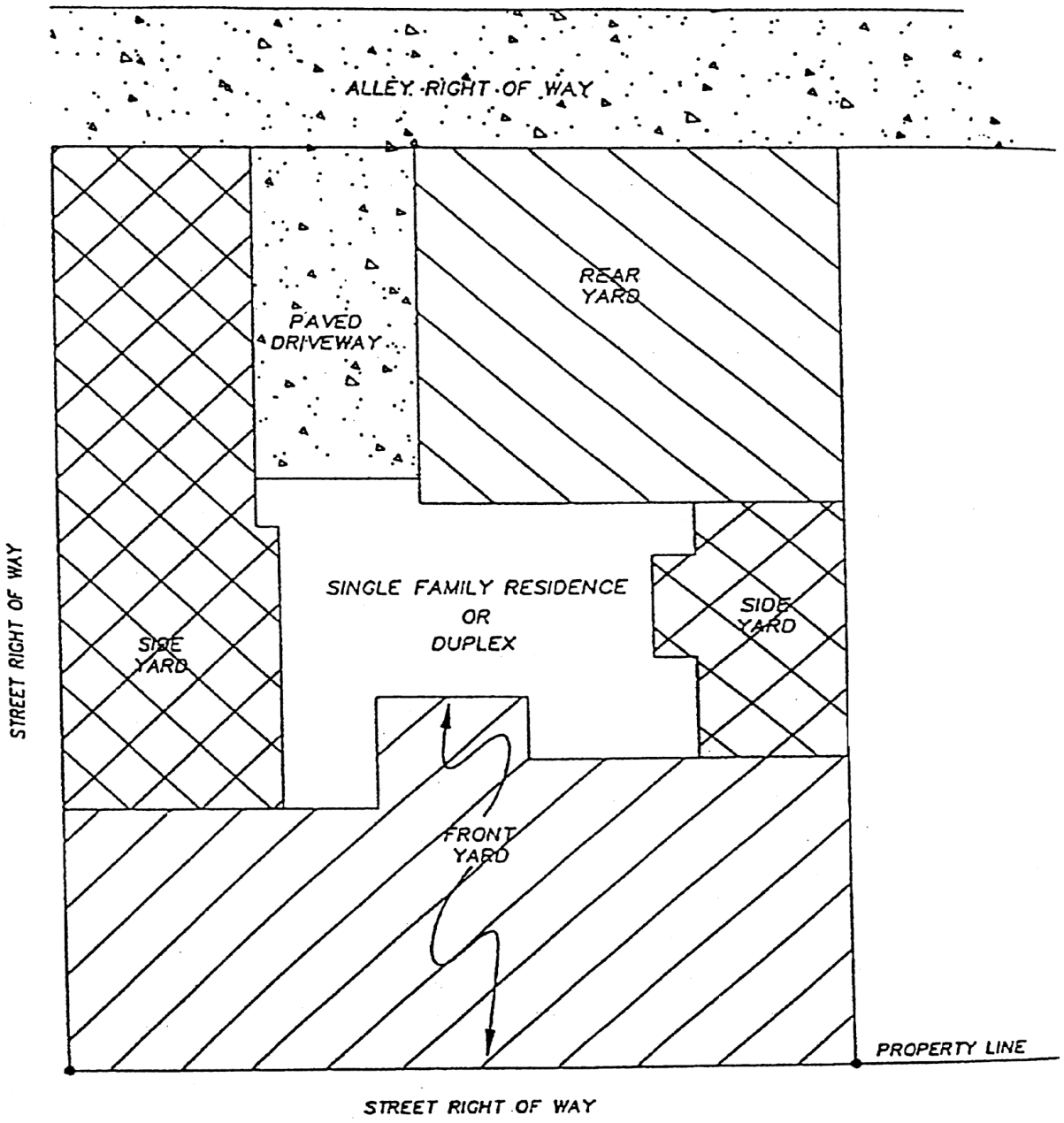


FIGURE # 4
FRONT, SIDE, REAR YARDS
CORNER LOT
WITH REAR ALLEY ACCESS

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Presentation on Life Saving Award to Officer Figueroa.

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:
Matthew Stogner, Chief of Police

BACKGROUND/HISTORY:
On September 6, 2024, at approximately 11:26 p.m., Officers and MICU 272 were dispatched about a medical emergency with police. A female had just given birth, and the baby was not breathing. Officer Figueroa was the first to arrive on the scene. She took hold of the newborn baby and placed him face down in the palm of her hand, with his head tilted slightly upward to help clear his airway. Officer Figueroa then began applying gentle pressure to the baby's back, consistent with newborn CPR procedures. Shortly after starting CPR, the baby expelled fluid from the mouth and started crying. Officer Figueroa then handed the baby back to the mother.

Duncanville EMS Division Chief stated that Officer Figueroa's action prior to EMS arrival played a role in the baby's survival. He further stated that Officer Figueroa showed an admirable amount of poise and took immediate action that resulted in the baby taking his first breath.

POLICY EXPLANATION:
n/a

FUNDING SOURCE:

ORG and Object Number
n/a

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

ACTION ALTERNATIVES:
n/a

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Proclamation Recognizing October 2024 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:
Kristin Downs, Chief Operations Officer
Thalia Lopez, Crime Victims Advocate
Matt Stogner, 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 17, 2024, 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:
2024-10-15 - October Domestic Violence Awareness Month Proclamation

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, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim October 2024 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 15th day of October, 2024.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Proclamation designating November 2, 2024 as "Arbor Day" in Duncanville.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation/Keep Duncanville Beautiful Staff Liaison

BACKGROUND/HISTORY:
Citizens join together across the country to celebrate the benefits of community trees and the work accomplished to plant and maintain them. The State of Texas recognizes Arbor Day on the first Saturday of November. By passing and reciting an official Arbor Day proclamation, public officials demonstrate their support for the community tree program and complete the requirements for becoming a Tree City USA!

POLICY EXPLANATION:
The City of Duncanville recognizes Arbor Day by Proclamation to fulfill Tree City USA requirements.

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 - 2024 Arbor Day
2024 Arbor Day Celebration - Flyer

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, provide food for human consumption, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our home, fuel for our fires and countless other wood products; and

WHEREAS, trees, wherever they are planted, are a source of youth and spiritual renewal; and

WHEREAS, the City of Duncanville has earned the rank of Tree City USA by the Arbor Day Foundation for 22 consecutive years.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim November 2, 2024, as

ARBOR DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 15th day of October 2024.

Mayor, The City of Duncanville

Keep Duncanville Beautiful

TREE CITY USA
An Arbor Day Foundation Program

Arbor Day Foundation

Texas A&M Forest Service

Duncanville
City of Champions

ARBOR DAY

Tree Planting & Celebration

Saturday, November 2nd

9:00 AM - 11:00 AM

Armstrong Park

203 E. Wheatland Rd.

(Tennis Court Parking Lot)

Free Shade Tree Saplings

Silver Maple, Red Maple,
Texas Ash, White Oak
& Cedar Elm

Limit 2 saplings, per household

For more information, contact
Keep Duncanville Beautiful at kdb@duncanville.com

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Proclamation designating October 20-26, 2024 as National Friends of the Library Week

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:
Julio Velasquez, Library Director

BACKGROUND/HISTORY:
The Friends of the Library enriches the Duncanville Public Library by offering support and time to raise money for activities benefitting the community. Show support to the Friends of the Library and thank them for all they do to enhance our library and community while endorsing the group to the public, raising awareness, and promoting membership.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2024 National Friends of the Library Proclamation

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

\WHEREAS: Friends of the Duncanville Public Library raise money that provides additional resources to support special collections, additional programming, and special events throughout the year; and

WHEREAS: the work of the Friends continuously highlights the fact that the Duncanville Public Library is the center of learning, engagement, culture, and intellectual growth in the City of Duncanville – connecting the public with the thoughts, ideas, and contributions of others from ages past and to the present; and

WHEREAS: the Friends understand the critical importance of a well-funded library and work tirelessly to articulate that importance, ensuring that our library gets the resources it needs to provide a wide variety of services, including access to print and electronic materials, programming targeted to our community's unique needs, and outreach opportunities for patrons of all ages; and

WHEREAS: the generous gift of the Friends' time and commitment to the Duncanville Public Library sets an exemplary standard for all in how volunteerism leads to positive civic engagement and the overall betterment of our community; and

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim October 20-26, 2024, as:

National Friends of the Library Week

at the Duncanville Public Library and urge everyone to join and support the Friends of the Library and thank them for all they do to enrich our library, and therefore, our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 15th day of October, 2024.

Mayor, The City of Duncanville

Draft

Duncanville Special Called Meeting Minutes
Regular Meeting
Thursday, August 15, 2024

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, August 15, 2024, at 4:01 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Councilmember At-Large DeMonica Gooden arrived at 4:22 p.m.

COUNCIL ABSENT:

CALL TO ORDER

RECEIVE PUBLIC COMMENTS

WORK SESSION / BRIEFING

1. CALL TO ORDER

Mayor Contreras called the meeting to order.

2. RECEIVE PUBLIC COMMENTS:

Patricia Ebert
115 Greenstone
Request for additional Neighborhood Services Officer

3. REPORTS

A. Present, discuss, and deliberate all revenues, expenditures, and projects for the Fiscal Year (FY) 2024-2025 Proposed Annual Budget and the FY 2025 Five-Year Capital Improvement Plan (CIP). The City Council may direct staff to make additions, deletions, or corrections to the proposed budget and CIP projects per current and future goals.

Presented by Budget Administrator Jennifer Otey and Managing Director/CFO Richard Jackson.

Through consensus, the council requested a budget cost report for a staggered 50/30 cost of living adjustment and updated service credits for retirees.

Mayor Contreras recessed the meeting at 6:59 p.m.

Mayor Contreras reconvened the meeting at 7:20 p.m.

B. Announcement of and establishing a budget and tax rate.

Presented by Jennifer Otey.

ADJOURNMENT

The meeting was adjourned at 8:23 p.m.

Draft

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville Special Called Meeting Minutes
Regular Meeting
Thursday, August 15, 2024

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, August 15, 2024, at 8:23 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. CALL TO ORDER

Mayor Contreras called the meeting to order.

2. RECEIVE PUBLIC COMMENTS

No comments

3. ROLL CALL VOTE

A. The City Council shall vote to consider a maximum ad valorem tax rate for the fiscal year 2024-2025. This vote is **NOT** to adopt a property tax rate; that vote will be scheduled for a later date. The vote to consider a maximum ad valorem rate is a statutory requirement, per Texas Tax Code §26.06, and is not a vote to consider adoption of a tax rate.

Presented by Budget Administrator, Jennifer Otey.

Councilmember Don McBurnett made a motion to approve a maximum tax rate of 0.614834 to be considered for fiscal year 2024-2025; and to establish a public hearing date for September 17, 2024 on the tax rate for fiscal year 2024-2025; this vote and rate is not to adopt a property tax rate but is a maximum rate which is required by the Texas Tax Code to be considered; the actual tax rate will be established after public hearing and vote of the City Council; staff is instructed to schedule and publish the required notices under the Texas Tax Code, Mayor Pro Tem Jeremy Koontz seconded the motion. The roll call vote was cast 7 for, 0 against.

ADJOURNMENT

The meeting was adjourned at 8:39 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 3, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 3, 2024, at 5:03 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Mayor Greg Contreras
Councilmember Don McBurnett
Mayor Pro Tem Jeremy Koontz
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:
Councilmember At-Large DeMonica Gooden arrived at 5:16 p.m.
Councilmember Joe Veracruz arrived at 5:25 p.m.
Councilmember Karen Cherry-Brown arrived at 5:37 p.m.

COUNCIL ABSENT:

EXECUTIVE SESSION

The Executive Session was called into session at 5:03 p.m. and Mayor Contreras read the item into record.

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

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

WORK SESSION / BRIEFING

Mayor Contreras called the briefing into session at 6:04 p.m.

1. DISCUSS AGENDA ITEMS

Mayor Contreras read the item into the record, and City Manager Finch reviewed each item.

2. CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 6:58 p.m.

A. ***Briefing City Council on the updated Facility Condition Assessment***
Presented by Steve Billard with Huitt Zollars.

B. ***Council to receive a briefing on the Assessment of the Service Center.***
Presented by Tanya Reed, VP of Architecture with MRB Group.

C. ***Council to receive briefing and discuss the proposed 2025 budget if any Councilmembers have any requests in advance of the September 5th Budget Workshop.***
Budget Administrator Jennifer Otey was available to answer questions.

Draft

D. ***City Council to receive a briefing on a proposed contract amendment to the 1414 Los Altos Ln., Jellison Blvd. & Roundtop Blvd., and Jungle Dr. Drainage Improvements Project. In addition, staff and MRB will provide a briefing on a city-wide master drainage plan.***
Presented by Director of Public Works Matt Bryant.

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

The City Council convened into Regular Session in the Council Chambers at 7:08 p.m. with Mayor Contreras presiding.

Duncanville Police Chaplain Moises Ruiz delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Thanked outgoing Assistant City Manager Robert Brown on his service and congratulated him on his retirement at his event on Friday, August 30th.

B. ***Councilmembers' Reports***
Councilmember Gooden thanked officers Kamecha Johnston and Tiffiany Manning for their great service in responding to an accident at Main and Wheatland. Councilmember McBurnett thanked the police for their work on a potential bank robbery and announced upcoming events in the city.

C. ***City Manager's Report.***
Mr. Finch welcomed new Human Resources Director Ashley Jacobs, Assistant Public Works Director Shahad Mohammed, and welcomed back Assistant IT Director Aaron Groqan to the city.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Presentation of the Keep Duncanville Beautiful Fall 2024 Business Beautification Award Plaque and Proclamation to State Farm - Alecia Francis located at 602 N. Main St.***
Presented by Assistant Director of Parks and Recreation Tyler Agee.

B. ***Recognition of Keep Duncanville Beautiful Fall 2024 Curb Appeal Residential Properties.***
Presented by Mr. Agee.

3. CITIZENS' INPUT

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

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

To 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 _
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

Draft

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

Juan Soto
102 N. Royal Oak Dr.
Building Official (email)

Patricia Ebert
115 S. Greenstone
DCEDC budget

Donovan Dock
921 Bedford Place
Cedar Hill
Community Development

Phillip James
910 Green Terrace Lane
Protected Bike lanes

Ti Phang Lui
434 Blueridge Dr.
Government Transparency

4. CONSENT AGENDA

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

A. ***Consider the Minutes for the August 6, 2024 and August 20, 2024 City Council Regular Meetings.***

B. ***Consider a Resolution awarding RFQ 24-0027 Texas Water Development (TWDB) Lead Pipe - Financial Advisor Services to Hilltop Securities, Inc. through the City's competitive qualifications process for financial advising services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $25,000.00 plus municipal securities issuance and other associated financial advising fees not yet identified.***

RES 2024-307

C. ***Consider a Resolution awarding RFQ 24-0026 Texas Water Development (TWDB) Lead Pipe - Bond Counsel Services to Norton Rose Fulbright US LLP through the City's competitive qualifications process for bond counsel services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $10,000.00 plus associated bond counsel fees not yet identified.***

RES 2024-306

D. ***Consider a Resolution awarding RFQ 24-0024 Texas Water Development (TWDB) Lead Pipe - Engineering Services to MRB Group, PC, through the City's competitive qualifications process for engineering services related to the Lead Service Line Replacement Program with a contract amount of $2,876,742.00 and an additional appropriation of $431,511.30 as a project contingency for a total amount not to exceed $3,308,253.30.***

RES 2024-305

E. ***Consider a Resolution authorizing Hilltop Securities, Inc., MRB Group, PC, and Norton Rose Fulbright US LLP to provide financial advising, engineering, and bond counsel services, respectively, related to administering the Texas Water Development Board grant application for the Lead Service Line Replacement Program.***

Draft

RES 2024-308

F. ***Consider a Resolution approving Change Order Thirteen for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project with Pavecon Public Works, LP, to withhold and retain the sum of $88,769.40 from the final payment for non-completed improvements.***

RES 2024-309

G. ***Consider a Resolution awarding the renewal of and authorizing a five-year fixed rental master agreement for multi-functional copiers citywide with Ubeo Business Services, Inc., with an estimated yearly amount of $76,796.00, resulting in an estimated total contract amount of $384,480.00 over the five-year fixed agreement.***

RES 2024-314

H. ***Consider a Resolution authorizing an initial one-year term with four additional one-year renewals for a total of five years for Contract #3200146 with Exclusive Protection Services, LLC, to provide security services for the Duncanville Fieldhouse in an amount not to exceed $85,290.00 annually.***

RES 2024-298

I. ***Consider a Resolution authorizing the expenditure for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with Ewing Irrigation Products Inc. through BuyBoard Contracts #705-23 and #706-23 with an estimated yearly amount of $25,000.00 over a five-year period amounting to $125,000.00 with an additional appropriation of $18,750.00 as 15% contingency for a total amount not to exceed $143,750.00.***

RES 2024-297

J. ***Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Buy Board 724-23 to purchase seven Chevrolet Tahoe Police Pursuit Vehicles to include upfitting and painting in the expenditure amount not to exceed $560,000.00 superseding a previous Resolution authorized by City Council (Resolution No.2024-234).***

RES 2024-234R

K. ***Consider a resolution authorizing a Professional Services Agreement with TodoVerde, LLC to provide IT infrastructure and network support in an amount not to exceed $442,700 for a total of $494,769, inclusive of payment owed for work already performed.***

RES 2024-322

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Take any necessary action as a result of the Executive Session.***
No action taken.

B. ***Conduct a Public Hearing on the FY 2024-25 Proposed Budget***
Presented by Jennifer Otey.

Mayor Contreras Opened the Public Hearing at 7:55 p.m.

Draft

Councilmember Don McBurnett made a motion to continue the public hearing to September 17th at 7:00p.m., Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

C. ***Council to consider a resolution confirming the City Manager's appointment of Chris Connealy as the Fire Chief.***
Mr. Finch recognized and thanked Interim Fire Chief Greg Chase for his service. He then introduced Chris Connealy as the new Fire Chief.

RES 2024-321

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

D. ***Consider a Resolution approving a Facility Use Agreement with alcohol at the Duncanville Fieldhouse for the Duncanville Chamber of Commerce's Fun After 5 event on September 19, 2024.***
Presented by Duncanville Fieldhouse General Manager Craig Bransfield.

RES 2024-320

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

E. ***Authorization of Military Makeover Program Details***
Presented by Assistant to the City Manager David Kees. The show will be honoring Duncanville resident Sergeant Kevin Jones.

RES 2024-319

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

F. ***Consider a resolution authorizing the approval of the purchase of a vehicle from Classic Chevrolet that will be used in the support of the Duncanville Community & Economic Development Corporation (DCEDC), in the expenditure amount not to exceed $56,044.90.***
Presented by Economic Development Director Victor Barrera. Councilmember Gooden asked if this purchase was in the budget and why did it need to go to the DCEDC. Mr. Finch stated the purchase is over $50,000 and brought to the council according to the procurement policy for the Duncanville Community and Economic Development Corporation. She then asked who would own the vehicle. Mr. Barrera stated it will be owned by the corporation. Attorney Hager stated the corporation would be responsible for the insurance and expenses. Budget Administrator Otey stated the purchase is in the current budget. Mayor Contreras and Councilmember McBurnett inquired about the maintenance of the vehicle and who would be responsible. Councilmember Pennebaker asked about the need for the vehicle. Mr. Barrera stated it is needed for tours of the city with potential developers and real estate groups. Currently, we have been borrowing a Police department vehicle. Councilmember McBurnett asked who would be designated to drive the vehicle. Mr. Hager stated this would be decided by the board. Mayor Pro Tem Koontz asked that the need for the vehicle be quantified and brought back to the council. Councilmember Gooden asked if the cost would be the full cost including wrapping. Mr. Barrera stated the cost stated is only the cost of the vehicle.

Councilmember Kyle Pennebaker made a motion to table this item, Councilmember Don McBurnett seconded the motion. The vote was cast 4 for, 3 against (Councilmember Joe Veracruz, Mayor Pro Tem Jeremy Koontz, and Councilmember Karen Cherry-Brown).

6. STAFF AND BOARD REPORTS

A. ***Council to receive a briefing on the Mobile Food Vendor ordinance, particularly for snow cone vendors.***

Draft

Presented by David Kees. Councilmember Pennebaker stated one of the biggest problems for these types of businesses is the commissary, as there is not one in Duncanville. This would make it easier for snow cone vendors and food trucks to operate in Duncanville. Councilmember McBurnett agreed with Councilmember Pennebaker.

B. ***Council to receive a briefing on Arts Funding.***
Presented by City Manager Finch. Mayor Pro Tem Koontz suggested creating a special use fund for the promotion of Arts to be maintained through a fifteen percent (15%) transfer from the hotel occupancy tax fund. Councilmember Gooden supported Mayor Pro Tem Koontz's suggestion.

C. ***Receive a briefing on the Red, White, and BBQ event.***
Presented by Jennifer Otey.

D. ***Briefing on Fund Balance Policy***
Presented by Managing Director/CFO Richard Jackson, Councilmember Gooden requested that the policy be amended to require items to be brought to the council before using the unassigned fund balance.

E. ***The purpose of this briefing is to provide an overview of the current plan for special events for fiscal year 2025. This briefing will outline the budgetary allocations, funding sources and recommendations for supporting upcoming city-sponsored events.***
Presented by Assistant Economic Development Director Lolecia Day.

F. ***Receive the Fiscal Year 2023-2024 Third Quarter Investment Report as of June 30, 2024.***
Presented by Richard Jackson and Tim Pinyon with Valley View Consulting.

G. ***Receive the Parks and Recreation Department Quarterly Report***
Presented by Director of Parks and Recreation Bart Stevenson.

H. ***Monthly Financial Report as of July 31, 2024***
Presented by Jennifer Otey.

ADJOURNMENT

The meeting was adjourned at 9:34 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville Special Called Meeting Minutes
Regular Meeting
Thursday, September 5, 2024

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, September 5, 2024, at 9:01 a.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Mayor Pro Tem Jeremy Koontz arrived at 9:11 a.m.

COUNCIL ABSENT:

1. CALL TO ORDER

Mayor Contreras called the meeting to order.

2. RECEIVE PUBLIC COMMENTS

Mayor Contreras acknowledged the people present to speak at the budget public hearing at the September 3, 2024, council meeting and apologized for not allowing them the time. Time will be allowed at today's meeting for citizens to make comments on the budget as the public hearing is still open:

The following citizens spoke:

Mac Browning
442 E. Cherry St.
Budget

Erika Browning
442 E. Cherry St.
Budget

Patricia Ebert
115 S. Greenstone
Budget

3. REPORTS

A. Present, discuss, and deliberate all revenues, expenditures, and projects for the Fiscal Year (FY) 2024-2025 Proposed Annual Budget and the FY 2025 Five-Year Capital Improvement Plan (CIP). The City Council may direct staff to make additions, deletions, or corrections to the proposed budget and CIP projects per current and future goals.

Presented by Budget Administrator Jennifer Otey, Managing Director/CFO Richard Jackson, and City Manager Douglas Finch.
Topics covered:

- Follow-up on the August 15th Budget Workshop
- Special Events
- Arts Funding
- Proposed changes with the Texas Municipal Retirement System with fifty percent Updated Service Credits and thirty percent Cost of Living Adjustment
- Tax Rate scenarios

Draft

- Ideas for the remaining American Rescue Plan Act (ARPA) funds

B. Council to vote on changes to the FY 2024-2025 Proposed Annual Budget and the FY 2025 Five-Year Capital Improvement Plan.

The council requested a list of all vacant positions in the general fund and a comparison to the tax rate reduction for tax rate reduction scenarios.

Mayor Contreras recessed the regular session at 11:41 p.m.

4. EXECUTIVE SESSION

Mayor Contreras convened the executive session at 11:51 p.m. and read the item into the record.

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

Mayor Contreras closed the executive session at 2:16 p.m. and reconvened the regular session.

ADJOURNMENT

The meeting was adjourned at 2:16 p.m.

ATTEST:

_____

CITY SECRETARY

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Consider an Ordinance regarding the City of Duncanville's Texas Municipal Retirement System (TMRS) benefits adopting: (1) Non-Retroactive Repeating COLAs, for retirees and their beneficiaries; and (2) Annually Accruing Updated Service Credits (USC).

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
As part of the 2024-2025 budget, the City Council approved TMRS repeating 50% Updated Service Credit and 30% COLA. These will go into effect on January 1, 2025. 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 calculated increase in cost is $1.3 million as compared to the FY 2024 adopted budget.

POLICY EXPLANATION:
To adopt this Repearing 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
$3,300,386 (FY25 Budget)	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approve a TMRS Repearing 50% Updated Service Credit and a 30% COLA
2. Do not approve a TMRS Repeating 50% Updated Service Credit and a 30% COLA
3. Other actions as directed by Council.

ATTACHMENTS:

Ordinance No. - 2530 - TMRS - Pdf
Duncanville Transmittal- USC_Non-retro_COLA_R
Duncanville 2025 Plan Change Study_50% USC_30% NR-COLA R

ORDINANCE NO. 2530

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REGARDING THE CITY OF DUNCANVILLE'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS AUTHORIZING: (1) NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS §853.404(f) AND (f-1), AND (2) ANNUALLY ACCRUING UPDATED SERVICE CREDITS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

WHEREAS, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment; and

WHEREAS, House Bill 2464, 88th Texas Legislature, R.S., ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA"); and

WHEREAS, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025, or 2026, in accordance with TMRS Act §854.203 and §853.404; and

WHEREAS, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

WHEREAS, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating

COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

WHEREAS, the City Council finds that it is in the public interest to: (1) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); and (2) in accordance with TMRS Act §853.404 and §854.203(h), authorize annually accruing Updated Service Credits.

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

SECTION 1. Adoption of Non-Retroactive Repeating COLAs.

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City Employees and beneficiaries of deceased City retirees (such increases also called COLAs). 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 in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by 30% of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under 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) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS Member, or their beneficiary(ies), which annuity is based on the service of a TMRS Member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.

(f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System.

(g) The initial 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 Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

SECTION 2. Authorization of Annually Accruing Updated Service Credits.

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each Member who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits 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 50% of the "base Updated Service Credit" of the TMRS Member calculated as provided in TMRS Act §853.402.

(c) If the City previously adopted an ordinance authorizing Updated Service Credit for unforfeited prior service credit and/or current service credit with another System participating municipality (also known as "Transfer USC"), the calculations and adjustments set forth in TMRS Act §853.601 apply to any such prior Transfer USC.

(d) Each 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.

(e) The initial 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 System's Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (b) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

September 17, 2024

Jennifer Otey
Budget Administrator
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Dear Ms. Otey:

We are pleased to enclose a model ordinance for your city to adopt:

50% Updated Service Credit without Transfers
&
30% Non-retroactive Cost of Living Adjustment Increase to Annuitants
Both Annually Repeating

Both Effective January 1, 2025

By adopting this ordinance, the city will not have to adopt an ordinance each year to reauthorize the calculation of USC/COLA. These benefits will remain in effect for future years until such time as they are discontinued by an ordinance adopted by the City Council.

With the adoption of these benefits, the city's contribution rate will be **15.48%** beginning January 1, 2025.

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 about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

Colin Davidson
Director of City and Member Services

TEXAS MUNICIPAL RETIREMENT SYSTEM
P.O. Box 149153 • Austin, Texas 78714-9153
800-924-8677 • www.tmrs.com

TMRS Comparison of Alternate Plan Design(s)

FOR CITIES

2025 Rates • Duncanville

September 16, 2024

Plan Provisions	Current	Option 1
Employee Contribution Rate	7%	7%
City Matching Ratio	2 to 1	2 to 1
Updated Service Credit (USC)	None	50% (Repeating)
Transfer USC *	No	No
COLA	None	30% (Repeating)
Retroactive COLA	No	No
Retirement Eligibility Any Age	20 years	20 years
Vesting	5 years	5 years
Supplemental Death Benefit	None	None
Contribution Rates	**2025**	**2025**
Normal Cost Rate	5.47%	7.48%
Prior Service Rate	4.71%	8.00%
Retirement Rate	**10.18%**	**15.48%**
Supplemental Death Rate	0.00%	0.00%
Total Contribution Rate	**10.18%**	**15.48%**
Unfunded Actuarial Liability	$6,765,718	$16,401,833
Funded Ratio	94.8%	88.3%
Benefit Increase Amortization Period	20 years	20 years

* As of the December 31, 2023 valuation date, there were 37 employees with service in other TMRS cities eligible for transfer USC.

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Council to consider an amendment to the Arts Fund Policy.

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:
Douglas Finch, City Manager
Sofine M. Lewis, Executive Liaison to the City Manager

BACKGROUND/HISTORY:
On October 7, 2024, the City Council made a change in the administration of HOT funds. The proposed amendment to the Arts Fund policy is to incorporate the changes in the City Council administration of the HOT Funds to the Arts Fund Policy.

POLICY EXPLANATION:
The Arts Fund policy for the City of Duncanville was established to support and promote the Arts in the Duncanville Community. At the September 17, 2024, City Council Meeting, the Council approved the policy and provided directives to the City Manager on its facilitation. According to Section 351.101(a) of the Texas Tax Code, municipal hotel occupancy tax funds may be used exclusively to promote tourism, including the arts and the hotel and convention industry.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approved the amendment.
2. Do not approve the amendment.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-342 - Amendment to Arts Fund Policy - Pdf
EXHIBIT A - Arts Fund Policy Amendment

RESOLUTION NO. 2024-342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO CONSIDER AMENDING THE ARTS FUND POLICY WITH THE PROPOSED CHANGES, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On October 7, 2024, the City Council made a change in the administration of HOT funds.

WHEREAS, The proposed amendment to the Arts Fund policy is to incorporate the changes in the City Council administration of the HOT Funds to the Arts Fund Policy.

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

SECTION 1. The City Council hereby approves the amendment to the Arts Fun Policy and provides an effective date.

SECTION 2. The amendment to the Arts Fund Policy is attached hereto and incorporated herein as Exhibit "A."

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15 day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

Arts Funding Policy for the City of Duncanville Using Hotel Occupancy Tax (HOT) Funds

Amendment 10/15/2024

1. Establishment of the Duncanville Arts Fund

The City Council of Duncanville has established a dedicated Arts Fund, known as the "Duncanville Arts Fund," to support and promote the arts within our community. This special revenue fund will be used for the promotion, creation, and installation of art throughout Duncanville, as well as for artisan events held within city limits. Managed by the Duncanville Arts Commission, the fund is designed to support the arts community and grow annually, reflecting the City's commitment to enhancing and expanding its cultural and artistic offerings. The City Council will provide final oversight as needed to ensure the fund's effectiveness and alignment with community goals.

2. Purpose of the Arts Fund

The Arts Fund aims to support a broad range of art-related programs and activities that promote tourism and contribute to the hotel and convention industry. This includes funding for instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts-related activities.

3. Authorization for HOT Funds

The City Council of Duncanville authorizes and directs the City Manager to transfer 15% of the annual HOT funds revenue to the Arts Fund. These funds are designated for expenditures that align with the goals of this policy as established by the City Council.

4. Legal Framework and Eligibility

- **HOT Fund Use:** According to Section 351.101(a) of the Texas Tax Code, municipal hotel occupancy tax funds may be used exclusively to promote tourism, including the arts and the hotel and convention industry. Texas Attorney General Opinion GA-0124 reinforces this utilization.
- **Restrictions on Facilities:** Based on Attorney General Opinion KP-0131, HOT funds cannot be used solely for the construction of arts facilities. Such expenditures must be combined with other authorized categories of hotel tax expenditures to comply with legal requirements.

5. Eligible Expenditures

Art funds may be used for a variety of art-related programs that directly promote tourism and hotel activity, in line with HOT fund requirements. Eligible art forms include, but are not limited to:

EXHIBIT "A"

- 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

6. Fund Administration

- **Management:** The Arts Fund will be administered by the Duncanville Arts Commission, which is responsible for overseeing and approving fund allocations.
- **Growth:** The fund is designed to grow annually, aiming to enhance the City's cultural landscape and support tourism.

7. Approval Process

- **Expenditures ~~Less Than $20,000~~:** All expenditures m~~M~~ust be approved by the Arts Commission and the ~~Duncanville Community Economic Development Corporation (DCEDC)~~ City Council of the City of Duncanville.
- ~~**Expenditures of $20,000 or More:** All requests for funding of an amount equal to $20,000 or more must be advanced to City Council for consideration, regardless if the Arts Commission or DCEDC has approved or denied the request.~~

8. Reporting and Accountability

The Arts Commission will provide regular quarterly reports to the City Council detailing the use of the Arts Fund and its impact on tourism and hotel occupancy. An annual review will be conducted to evaluate the effectiveness and alignment with the City's goals.

EXHIBIT "A"

9. Policy Review

The City Council, ~~DCEDC,~~ or Arts Commission may conduct regular reviews to ensure expenditures align with the intended use of HOT funds and fulfill statutory requirements. The impact of funded projects on tourism and hotel activity will be assessed, and any discrepancies between the economic impact and HOT funds spent will be addressed in compliance with state regulations. The City Council reserves the right to make changes to this policy at any time.

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Consider an Ordinance amending the FY 2024-2025 budget, creating the Arts Fund, and allocating fifteen percent of Hotel Motel tax revenue, as allowed by state law, to the Arts Fund, and establishing a budget.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The City Council approved the creation of an Arts Fund and implementation of Arts Funding policy by Resolution 2024-324 at the September 17, 2024, Council meeting. The purpose of this Ordinance is to:

- Establish the Arts Fund in the City's financial system to be fund 011.
- Amend the FY 2024-2025 budget to allocate 15% of projected revenue from the Hotel/Motel Fund, to the Arts Fund in an amount of $138,450. ($923,000 budgeted revenue x 15%). This allocation will be budgeted as a "Transfer to Funds" within the Hotel/Motel fund expenditures and as a "Transfer from Funds" within the Arts Fund revenues. As a note funds will be transferred on a quarterly basis as tax revenue is received. At fiscal year-end,if Hotel Motel tax revenue is greater than the projection, an additional transfer will be made, in order to transfer exactly 15% of the revenue received.
- Amend expenditures to appropriate $50,000 in projected expenditures in the Arts Fund to start.

- Amend budgeted revenue in the Economic Development Fund to remove the $105,000 allocation from the Hotel Motel Fund, as originally budgeted toward the Arts Commission and Art programs and events.
- Amend expenditures in the Economic Development Fund to remove the $105,000 within special events budgeted for the Arts Commission and Art programs and events.

POLICY EXPLANATION:
The Texas Local Government Code 102.010 allows for changes to the municipality's budget necessary for operations. Additionally, the City Council must approve budgetary amendments and a copy of the amendment shall be filed with the City Secretary's Office by law.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Approve the Budget Amendment appropriating revenue and budgeting expenditures for the new Arts Fund.
2. Do not approve the Budget Amendment.
3. Other actions as directed by Council.

ATTACHMENTS:
Ordinance No. - 2531 - FY 2024-2025 Budget Amendment - Arts Fund - Pdf

ORDINANCE NO. 2531

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2024-2025 BUDGET BY CREATING THE ARTS FUND, APPROPRIATING FIFTEEN PERCENT OF HOTEL MOTEL TAX REVENUE, AND AMENDING EXPENDITURES; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2024-2025 Budget by Ordinance 2523 on September 17, 2024; and

WHEREAS, the Texas Local Government Code 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budgets as deemed necessary for municipal purposes; and

WHEREAS, the City Council approved the creation of an Arts Fund and implementation of Arts Funding policy by Resolution 2024-324 at the September 17, 2024 meeting; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for the Fiscal Year 2024-2025.

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

SECTION 1. The budget and fund accounts adopted therein for the Fiscal Year 2024-2025 shall be, and are hereby, amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

SECTION 2. The balance of the budget, as amended, except as amended herein, shall be in full force and effect.

SECTION 3. A copy of the Budget Amendment will be provided to the City Secretary's Office as required by law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A
FY 2024-2025 BUDGET AMENDMENT 10-15-2024

010 - HOTEL TAX FUND

	FY 2024-25 ADOPTED BUDGET	PROPOSED CHANGE	FY 2024-25 REVISED BUDGET	NOTES
Revenue				
51 - SALES & OTHER TAXES	**923,000**		**923,000**	
55 - INTEREST	**(0)**		**(0)**	
59 - OTHER SOURCES	**(0)**		**(0)**	
Revenue Total	**$923,000**	**0**	**$923,000**	
Expense				
60 - SALARY AND BENEFITS	**102,585**		**102,585**	
72 - SUPPLIES & MATERIALS	**7,658**		**7,658**	
73 - CONTRACT & PROF SVCS	**644,459**		**644,459**	
76 - CAPITAL OUTLAY	**1,425,000**		**1,425,000**	
78 - TRANSFER TO FUNDS				
799001 - TRANS TO GEN FUND-001	60,236		**60,236**	
799011 - TRANS TO ART - 011		138,450	**138,450**	15% Allocation
799012 - TRANS TO EDC- 012	401,490	(105,000)	**296,490**	Remove the portion originally budgeted for EDC
79 - OTHER FINANCING USES	**2,995**		**2,995**	
Expense Total	**$2,644,423**	**$33,450**	**$2,677,873**	
Net Income (Expense)	**($1,721,423)**		**($1,754,873)**	
UNAUDITED BEGINNING FUND BALANCE			***$ 3,860,581***	
ENDING FUND BALANCE			***$ 2,105,709***	

EXHIBIT A
FY 2024-2025 BUDGET AMENDMENT 10-15-2024

011 - ARTS FUND

	FY 2024-25 ADOPTED BUDGET	PROPOSED CHANGE	FY 2024-25 REVISED BUDGET
Revenue			
55 - INTEREST			**0**
58 - TRANSFER FROM FUNDS		138,450	**138,450**
59 - OTHER SOURCES			**0**
Revenue Total	**($0)**	**138,450**	**$138,450**
Expense			
72 - SUPPLIES & MATERIALS			
73 - CONTRACT & PROF SVCS		50,000	**50,000**
Expense Total	**$0**		**$50,000**
Net Income (Expense)	**($0)**		**$88,450**
UNAUDITED BEGINNING FUND BALANCE		***$***	***-***
ENDING FUND BALANCE			***$88,450***

EXHIBIT A
FY 2024-2025 BUDGET AMENDMENT 10-15-2024

012 - ECONOMIC DEVELOPMENT

	FY 2024-25 ADOPTED BUDGET	PROPOSED CHANGE	FY 2024-25 REVISED BUDGET	NOTES
Revenue				
51 - SALES & OTHER TAXES	3,280,407		3,280,407	
55 - INTEREST	(0)			
58 - TRANSFER FROM FUNDS				
599010 - TRANS FROM HOTEL FUND-010	401,490	(105,000)	296,490	Remaining budget is for Special Events.
59 - OTHER SOURCES	(0)			
Revenue Total	**$3,681,897**	**($105,000)**	**$3,576,897**	
Expense				
12011000 - ECONOMIC DEVELOPMENT ADMIN				
60 - SALARY AND BENEFITS	500,828		500,828	
72 - SUPPLIES & MATERIALS	19,250		19,250	
73 - CONTRACT & PROF SVCS	552,221		552,221	
75 - UTILITIES	100		100	
76 - CAPITAL OUTLAY	0		0	
78 - TRANSFER TO FUNDS	0		0	
79 - OTHER FINANCING USES	51,320		51,320	
12011800 - BEAUTIFICATION				
60 - SALARY AND BENEFITS	94,663		94,663	
72 - SUPPLIES & MATERIALS	22,282		22,282	
73 - CONTRACT & PROF SVCS	4,250		4,250	
74 - MAINT & REPAIR SVCS	84,600		84,600	
75 - UTILITIES	23,100		23,100	
76 - CAPITAL OUTLAY	0		0	
78 - TRANSFER TO FUNDS	6,344		6,344	
79 - OTHER FINANCING USES	7,210		7,210	
12041000 - ED SPECIAL EVENTS				
60 - SALARY AND BENEFITS	39,300		39,300	
72 - SUPPLIES & MATERIALS	93,590		93,590	
73 - CONTRACT & PROF SVCS	337,500	(105,000)	232,500	Remove expenditures for Art originally planned in EDC
12051000 - DEVELOPMENT INCENTIVES				
73 - CONTRACT & PROF SVCS	0			
76 - CAPITAL OUTLAY	0			
79 - OTHER FINANCING USES	2,306,750		2,306,750	
12990100 - NON-DEPARTMENTAL				
77 - DEBT SERVICES	0			
78 - TRANSFER TO FUNDS	778,521		778,521	
Expense Total	**$4,921,829**	**($105,000)**	**$4,816,829**	
Net Income (Expense)	**($1,239,932)**		**($1,239,932)**	
UNAUDITED BEGINNING FUND BALANCE			***$ 5,582,061***	
ENDING FUND BALANCE			***$ 4,342,129***	

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Consider approving a Resolution authorizing the procurement of water meter reading technology with MRSP, LLC (dba: SPMR, LLC) with an annual estimated expenditure of $18,000.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Managing Director of Fiscal Services/CFO
Cassandra Wright, Utility Customer Service Manager

BACKGROUND/HISTORY:
The Utility Customer Service Office has been working with MRSP, LLC (dba: SPMR, LLC) as our vendor for the past 8 years. They have been providing us with the meter reading technology used by our meter readers in the City of Duncanville. The SPMR (Smart Phone Meter Reading) system has been instrumental in helping us achieve a reading validation record of at least 90%, which has resulted in fewer re-reads and billing adjustments. We've been pleased with the efficiency, flexibility, security, and affordability of SPMR's platform, particularly in today's world of rapidly evolving technology.

POLICY EXPLANATION:
City Council approval is needed to authorize an agreement with MRSP, as well as authorize the expenditure of an estimated $18,000 for use of the smart phone meter reading technology by Utility Billing staff. The agreement is for a period of one year, beginning December 1, 2024 and expiring November 30, 2025. We're also respectfully requesting Council's authorization for renewal options for an additional two (2) years.

While the annual expenditure is only estimated to be $18,000, the cumulative total spent by the City with MRSP since their services began exceeds the minimum number requiring legislation and Council approval. The funding source for this expenditure is the Utility Fund.

FUNDING SOURCE:

ORG and Object Number
02411000-700451 (Utility Accounting - Maintenance Agreements)

Available Budget	**Purchase Amount**	**After Encumber**
$165,000.00	$18,000.00	$143,000.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of $18,000.00 to continue to provide water meter reading technology through MRSP, LLC (dba: SPMR, LLC), for the Utility Customer Service Office.
2. Do not provide funding for MRSP, LLC (dba: SPMR, LLC).
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-334 - Renewal of MRSP, LLC, (dba: SPMR, LLC) Contract - Pdf

RESOLUTION NO. 2024-334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PROCUREMENT OF WATER METER READING TECHNOLOGY WITH MRSP, LLC, (dba: SPMR, LLC), FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEARS; AUTHORIZING AN EXPENDITURE ESTIMATED TO BE $18,000 FROM THE UTILITY FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide accurate, efficient, and customer-oriented utility billing for all City of Duncanville Utility customers; and

WHEREAS, the City of Duncanville has received quality and dependable water meter reading technology from MRSP over the last 8 years; and

WHEREAS, while the City finalizes its plans for implementing advanced meter infrastructure, maintaining its relationship with MRSP, LLC (dba: SPMR, LLC) presents most advantageous situation for the City.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee to enter into an agreement with MRSP, LLC (dba: SPMR, LLC) for a period of one (1) year with an option to renew for up to two(2) additional years, for the procurement of water meter reading technology as provided in Attachment 1.

SECTION 2. An expenditure, estimated to be $18,000, is authorized from the Utility Fund for the purpose listed in Section 1.

SECTION 3. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

SPMR SUBSCRIPTION AGREEMENT

This SPMR Subscription Agreement ("Agreement") is made by and between SPMR, L.L.C., a Texas limited liability corporation, located at 811 E Plano Parkway, Suite 110A, Plano, Texas 75074 ("SPMR"), and Duncanville TX doing business at 203 E Wheatland, Duncanville, TX 75116 ("Subscriber").

RECITALS

A. WHEREAS SPMR licenses, in object form only, proprietary computer software ("Software") as an application for smart phones, or similar devices, to record utility meter data and to communicate such data to its remote server ("Application");

B. WHEREAS SPMR hosts the utility meter data on its remote server for retrieval by Subscriber ("Hosting") and collectively, the Application, Hosting and any other services such as training or set-up shall constitute "Services"; and

C. WHEREAS Subscriber desires to use the Services;

IN CONSIDERATION of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - GENERAL TERMS

1. ENTIRE AGREEMENT. It is agreed that this Agreement and any EXHIBIT(S) attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.

2. GOVERNING LAW AND CHOICE OF VENUE. This agreement shall be construed, interpreted and enforced under the laws and statutes of the State of Texas without regard for any of said state's conflicts of law provisions. Any legal actions relating to this Agreement shall be brought in either a state court in Collin County, Texas or in a Federal court in the Northern District of Texas, Dallas Division.

3. TAXES. Subscriber shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of SPMR. Subscriber agrees to provide an exemption certificate with this contract if Subscriber is an exempt organization for state sales and use tax purposes.

ARTICLE 2 – PAYMENTS

1. APPLICATION AND OTHER SERVICES. Subscriber shall pay SPMR for the fees described in EXHIBIT 1 for the Services. Payment shall be made as follows:

   A. Subscriber shall have access to Services on December 1, 2024 ("Activation Date"). All payments shall be due on this date.

   B. Subscriber shall pay SPMR for any support or training at SPMR's quoted price no later than thirty (30) days after the invoice date.

   C. Any invoice amounts payable hereunder that remain unpaid after their due date shall be subject to a late fee.

2. Subscriber's rights to use the Application or Hosting are expressly conditioned on the timely prepayment of the fees described in EXHIBIT 1 and Subscriber's rights to use the Application and Hosting will terminate effective the date any prepayment was due if not paid.

ARTICLE 3 – SOFTWARE

1. SPMR SOFTWARE LICENSE GRANT. SPMR hereby grants to Subscriber a nontransferable and nonexclusive license for the use and possession of the SPMR Software in object code form only. Said license is granted under the terms and conditions set forth herein.

2. Subscriber agrees that SPMR retains ownership rights to the Software, and that Subscriber acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Subscriber are retained by SPMR.

3. Subscriber may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application or any part thereof.

4. Subscriber agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer any of its rights in the Software, whether or not modified. Subscriber shall obtain SPMR's written permission before allowing any non-subscriber employee, contractor or third-party any access to the Software or Application.

ARTICLE 4 – SERVICES

1. SPMR shall provide Subscriber with the Services described on the attached EXHIBIT(S).

2. Services include those specifically described on the attached EXHIBIT(S) and Subscriber agrees that any services not described such as supplemental training or consulting and any related travel and living expenses are not included and Subscriber, subject to prior authorization of the expenses, agrees to pay such charges and expenses within thirty (30) days of SPMR's invoice.

ARTICLE 5 - WARRANTIES

1. SPMR warrants that the Software shall operate substantially in accordance with the on-line User Manual. The exclusive remedy for any valid warranty claim shall be the provision of conforming software.
2. DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES. TO THE EXTENT ALLOWED BY LAW, SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS:

A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SPMR.

B. SPMR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SOFTWARE, SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT.

C. SPMR DOES NOT WARRANT THE OPERATION OF SOFTWARE OR SERVICES TO BE ERROR FREE.

D. SPMR DOES NOT WARRANT THE EFFICIENCY, PROPAGATION OR THE PROVISION OF CELLULAR SERVICES.

E. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR SPMR'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY SPMR UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE AND IN NO EVENT SHALL EXCEED THE AGGREGATE CONSIDERATION PAID BY SUBSCRIBER IN THE MOST RECENT TWELVE MONTHS FOR THE SERVICES.

F. IN NO EVENT SHALL SPMR'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SPMR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

ARTICLE 6 – TERM AND TERMINATION

1. The term of this Agreement shall ("Subscription Term") shall be from December 1, 2024 thru November 30, 2025.
2. If Subscriber defaults on any obligation in accordance with the terms and conditions of this Agreement and SPMR notifies Subscriber in writing of the details of said failure of performance, then SPMR may, at its option, terminate this Agreement without notice to Subscriber.
3. In the event either party terminates this Agreement or the license of Software, or should Subscriber fail to timely make any payment for the services, all licenses granted under this Agreement shall be terminated, and Subscriber shall, immediately, on the termination date, erase the Software in whatever form retained, and return or destroy any copies of Software documentation. Subscriber shall certify in writing to SPMR that Subscriber has so returned and/or destroyed the Software and SPMR Documentation.

SPMR, L.L.C.	**DUNCANVILLE, TX**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Consider a resolution requesting the procurement of OpenGov online transparency software and authorizing an expenditure in the amount of $68,000 from the unappropriated balance of the General Fund.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Managing Director of Fiscal Services/CFO
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Governmental Finance Officers Association's best practice for budgeting and financial data is to post reports and budgets online. While most entities post static, PDF-type reports on their website, a growing number of governmental entities are utilizing interactive software for financial reports and budget documents. To see some examples from other local governments, see the links below.

San Pablo, CA - https://stories.opengov.com/sanpabloca/published/FCjpkXLg5
Winchester, VA - https://stories.opengov.com/winchesterva/published/s8VlcJvJb
White Settlement, TX - https://stories.opengov.com/whitesettlementtx/published/gMATRgA10

City Administration desires to use the OpenGov platform to increase transparency with budgeting and capital projects. The original OpenGov implementation is not 100% complete. This came as a result of the transition within the Fiscal Services department as well as a re-prioritization of available staff time and resources for other ongoing projects. The expenditure request of $68,000 would allow for the additional training hours necessary to complete the implementation of OpenGov for the City, as well as use of the OpenGov software during FY2025. Any use of the OpenGov software for future years would need additional approval from City Council. This was not included in the approved 2025 Budget because it was still being decided on moving forward with plans to fully implement the

OpenGov platform. Ultimately, the vision of more transparency for both our internal and external stakeholders was a primary factor in our desire to move forward.

FUNDING SOURCE:

ORG and Object Number
01022000-700450 (Fiscal Services - Contract Services)

Available Budget	**Purchase Amount**	**After Encumber**
$170,300.00 (If approved)	$68,000.00	$102,300.00

ACTION ALTERNATIVES:

1. Approve the procurement of OpenGov software for FY2025 and authorize an expenditure of $68,000 from the General Fund.
2. Do not approve the procurement of OpenGov software for FY2025 and authorize an expenditure of $68,000 from the General Fund.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-343 - Procurement of OpenGov budgeting software for FY2025 - Pdf
Carahsoft - OpenGov - 03.08.2022 - Quote 33105799

RESOLUTION NO. 2024-343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PROCUREMENT OF OPENGOV ONLINE TRANSPARENCY SOFTWARE FOR FISCAL YEAR 2025; APPROPRIATING $68,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND; AUTHORIZING EXPENDITURE OF SAME; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Administration has the desire to use an online software program that achieves the Governmental Finance Officers Association (GFOA) best practice for transparency and a digital, online budget book; and,

WHEREAS, the software has not been fully implemented and the Fiscal Services leadership would like to move forward with completing implementation and using the online platform; and,

WHEREAS, the proposed expenditure amount is for Fiscal Year 2025 and includes the use of the platform and the necessary training to navigate the platform; and,

WHEREAS, the interactive features will be a useful tool for both City staff and City residents alike; and,

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

SECTION 1. Council approves the City Manager to enter into an agreement with OpenGov for the procurement of online software for increased transparency and user interaction with budgeting and project tracking.

SECTION 2. An amount of $68,000 is authorized to be appropriated from the unappropriated balance of the General Fund for the purpose stated in Section 1.

SECTION 3. An expenditure in the amount of $68,000 is authorized from the General fund for the purpose stated in Section 1.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Edena Atmore
Director of Finance
City of Duncanville
Duncanville, TX USA

EMAIL: edena.atmore@duncanville.com
PHONE: (972) 780-5005

FROM: Megan Douthitt
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Megan.Douthitt@carahsoft.com
PHONE: (571) 662-3908 **FAX:** (703) 871-8505

TERMS:
DIR Contract No. DIR-TSO-3926
Expiration Date: June 28, 2022
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	33105799
QUOTE DATE:	03/08/2022
QUOTE EXPIRES:	06/25/2022
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$40,096.89
TOTAL QUOTE:	$40,096.89

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		PERIOD 1					
1	OPGV-GABS-B6080M-RR-1Y	Budgeting and Planning - Between $60-80 Million - 1Y w/ BankRec V2 Period of Performance: 07/01/2022 - 09/30/2022 OpenGov, Inc. - OPGV-GABS-B6080M-RR-1Y Start Date: 04/01/2022 End Date: 09/30/2022		$10,316.05	TX DIR	1	$10,316.05
2	OPGV-GBCS-B6080M-RR-3Y	Premium Support - Platinum - Between $60-80 Million - 3Y (Includes OpenGov University) Period of Performance: 07/01/2022 - 09/30/2022 OpenGov, Inc. - OPGV-GBCS-B6080M-RR-3Y Start Date: 04/01/2022 End Date: 09/30/2022		$1,308.52	TX DIR	1	$1,308.52
3	OPGV-GHBP-B6080M-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Between $60-80 Million - 0Y Start Date: 07/01/2022 OpenGov, Inc. - OPGV-GHBP-B6080M-NR-0Y Start Date: 04/01/2022 End Date: 09/30/2022		$212.48	TX DIR	134	$28,472.32
		SUBTOTAL:					$40,096.89

TOTAL PRICE: **$40,096.89**

TOTAL QUOTE: **$40,096.89**

SUGGESTED OPTIONS

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		PERIOD 2					
4	OPGV-GBCS-B6080M-RR-3Y	Budgeting and Planning - Between $60-80 Million - 1Y w/ BankRec V2 Period of Performance: 10/01/2022-09/30/2023 OpenGov, Inc.		$41,264.23	TX DIR	1	$41,264.23
5	OPGV-GBCS-B6080M-RR-3Y	Premium Support - Platinum - Between $60-80 Million - 3Y (Includes OpenGov University) Period of Performance: 10/01/2022-09/30/2023 OpenGov, Inc.		$5,234.06	TX DIR	1	$5,234.06
6	OPGV-GHBP-B6080M-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Between $60-80 Million Start Date: 10/01/2022 OpenGov, Inc.		$212.48	TX DIR	96	$20,398.08
		PERIOD 2 SUBTOTAL:					$66,896.37
		PERIOD 3					
7	OPGV-GABS-B6080M-RR-3Y	Budgeting and Planning - Between $60-80 Million - 1Y w/ BankRec V2 Period of Performance: 10/01/2023-09/30/2024 OpenGov, Inc.		$41,264.23	TX DIR	1	$41,264.23
8	OPGV-GBCS-B6080M-RR-3Y	Premium Support - Platinum - Between $60-80 Million - 3Y (Includes OpenGov University) Period of Performance: 10/01/2023-09/30/2024 OpenGov, Inc.		$5,234.06	TX DIR	1	$5,234.06
		PERIOD 3 SUBTOTAL:					$46,498.29
		PERIOD 4					
9	OPGV-GABS-B6080M-RR-3Y	Budgeting and Planning - Between $60-80 Million - 1Y w/ BankRec V2 Period of Performance: 10/01/2024-09/30/2025 OpenGov, Inc.		$41,264.23	OM	1	$41,264.23
10	OPGV-GBCS-B6080M-RR-3Y	Premium Support - Platinum - Between $60-80 Million - 3Y (Includes OpenGov University) Period of Performance: 10/01/2024-09/30/2025 OpenGov, Inc.		$5,234.06	OM	1	$5,234.06
		PERIOD 4 SUBTOTAL:					$46,498.29
		SUGGESTED SUBTOTAL:					$159,892.95

Subscription Term
Start Date: 07/01/2022
End Date: 09/30/2025

Billing Frequency: Annually in Advance

OpenGov Terms of Service
Customer's use of the OpenGov Services is pursuant to the Terms and Conditions - Software Service Agreement (Purchase through an OpenGov Authorized Reseller) set forth at https://opengov.com/terms-of-service. Any Professional Services shall be performed pursuant to the attached Statement of Work.

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Consider a Resolution authorizing the use of HOT funds for a drone show for Christmas 2024 not to exceed $60,000.

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:
Victor Barrera, Economic Development Director
LoLecia Day, Economic Development Assistant Director

BACKGROUND/HISTORY:
Christmas 2023 introduced a drone show with 240 drones; to promote the city's Christmas 2024 celebration, the proposal is to use twice as many drones for a more cohesive and continuous show and to market to bring people out to see the lighted animation show.

POLICY EXPLANATION:
HOT fund expenditures can be used for the promotion of the arts; HOT funds are authorized by the state for a variety of art-related programs that also promote tourism and local hotel and convention activity.

Specifically, it allows funding for the design and allied fields, graphic and craft arts, and other arts related to the presentation, performance, execution, and exhibition of major art forms. Texas law requires that arts-related expenditures also directly promote tourism and the hotel and convention industry.

FUNDING SOURCE:

ORG and Object Number
10011000-700450 (Hotel-Motel - Contractual Services)

Available Budget	Purchase Amount	After Encumber
$357,300.00	$60,000.00	$297,300.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $60,000.00 for the drone show for Christmas 2024
2. Do not provide funding
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-340 - HOT funds for Drone Show for Christmas 2024 - Pdf

RESOLUTION NO. 2024-340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE USE OF HOT FUNDS FOR A DRONE SHOW FOR CHRISTMAS 2024 WITH A QUALIFIED VENDOR FOR AN AMOUNT NOT TO EXCEED $60,000 AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has an annual Christmas Celebration at Armstrong Park; and

WHEREAS, the City wants to promote tourism to its signature events; and

WHEREAS, a large drone show is an animated art related attraction that could bring people from outside of the city to view; and

WHEREAS, Hotel Occupancy Tax funds can be used to promote the arts as well as tourism.

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

SECTION 1. The city of Duncanville does hereby approve of the use of HOT funds for the use of the drone show during Christmas 2024.

SECTION 2. The funds will be used for a one time event during Christmas 2024 celebration.

SECTION 3. The City council of the city of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 4. That this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Consider a resolution authorizing approval of Duncanville Community & Economic Development Corporation (DCEDC) Incentive/Design Grants for an amount not to exceed $35,000 to Sistergirl's Kitchen LLC located at 106 North Cedar Ridge, Duncanville, TX 75116

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Victor Barrera, Director of Economic Development
LoLecia Day, Assistant Director of Economic Development

BACKGROUND/HISTORY:
Sistergirl's Kitchen's Mission Statement: To serve the community of [Duncanville], Texas with authentic, home-style soul food that nourishes the body and soul while honoring our cultural heritage and fostering a sense of family and community.

Sistergirl's Kitchen is slated to open late 2024 at 106 North Cedar Ridge, Duncanville, TX 75116. A full application was submitted to the Duncanville Community & Economic Development Corporation (DCEDC) staff in August, 2024. The application included a letter of intent, a business plan, state and federal tax documents, a menu, photos and three bids for signs and three bids for a greas trap.

The completed application was presented to the DCEDC board on August 26, 2024 during a regular board meeting.

The original application requested fifty thousand, six hundred fifty-two dollars and seventy-eight cents ($50,652.78) for signage and infrastructure (grease trap).
The board approved reimbursement of improvements made for an infrastructure grant in an amount not to exceed twenty-nine thousand dollars ($29,000.00) and an amount not to exceed six thousand dollars for signage ($6,000.00).

The board approved a total reimbursable grant amount not to exceed a total of thirty-five thousand dollars ($35,000.00).

POLICY EXPLANATION:
The grant was approved August, 2024 by the DCEDC board, the grant requires city council approval before any funding is granted.

FUNDING SOURCE:

ORG and Object Number
12051000-708501

Available Budget	Purchase Amount	After Encumber
$2,256,750	$35,000	$2,221,750

ACTION ALTERNATIVES:
1. Approved the DCEDC incentive grant up to $35,000.00
2. Do not approve the DCEDC grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-318 - Brief Description - Pdf (2) (2)
Sistergirls Complete Incentive Packet
SISTER GIRL BIDS

RESOLUTION NO. 2024-318

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY & ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO SISTER GIRL'S KITCHEN LLC IN AN AMOUNT THAT SHALL NOT EXCEED $35,000.00 FOR BUSINESS LOCATED AT 106 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, Sistergirls' Kitchen, LLC, occupies the buildings located at 106 N. Cedar Ridge Drive, Duncanville, Texas, 75116; and

WHEREAS, Sistergirls' Kitchen, LLC intends to a business sign to to the exterior of the building and on the street monument sign, as well as the installation of a grease trap; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants for signage in an amount not to exceed six-thousand dollars ($6,000) and infrastructure in an amount not to exceed twenty-nine thousand dollars ($29,000) in a total incentive amount not to exceed thirty-five thousand dollars ($35,000).

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

SECTION 1. 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 2. 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 15th day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "A'

STATE OF TEXAS	§	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	§	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Sistergirls' Kitchen, LLC acting by and through Renee Cook, business representative, its duly authorized representative (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 106 North Cedar Ridge, Duncanville, Texas 75116, hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related an infrastructure grant for the installation of a grease trap an amount not to exceed twenty-nine thousand dollars and zero cents ($29,000) and a signage grant in an amount not to exceed six thousand dollars and zero cents ($6,000); and

WHEREAS, reimbursement of incentive funds is conditional on The Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and securing a bona fide lease agreement with a tenant; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase

the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **March 17, 2025**, unless otherwise terminated as provided for in this

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 106 North Cedar Ridge, Duncanville, Texas 75116 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed twenty-nine thousand dollars and zero cents ($29,000) for the installation of a grease trap and a signage grant in an amount not to exceed six thousand dollars and zero cents ($6,000) of the building occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF SISTERGIRLS' KITCHEN, LLC

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development infrastructure grant for the installation of a grease trap, and a signage incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be actually made at the address indicated herein; and

(b) Provide a copy of the grant reimbursement request form along with original

copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before March 17, 2025, at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of Sistergirls' Kitchen, LLC, the promises in the agreement; and

(d) The installation of a grease trap and an exterior business sign and street sign incentive grant shall mean an amount not to exceed $35,000 for improvements for the installation of a grease trap and an exterior business sign and street sign improvements for the property represented by the Applicant located at 106 North Cedar Ridge, Duncanville, Texas 75116, and

(e) Receive a certificate of occupancy on or before March 17, 2025; and

(f) Pay any property or City sales tax due before or on March 17, 2025; and

(g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of
Owner's Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funs owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's to conduct an audit all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Sistergirls' Kitchen, LLC
Attention: Renee Cook
106 North Cedar Ridge
Duncanville, TX, 75116

With a copy to:

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

City: City of Duncanville
Attention: Douglas Finch
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on September 17, 2024.

SISTERGIRLS' KITCHEN, LLC

By: Renee Cook
Its: Business Representative
Date: _____, 2024

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: Kenneth Govan
Its: Board President
Date: 9-12, 2024

CITY OF DUNCANVILLE

_____

By: Douglas Finch
Its: City Manager
Date: _____, 2024

Sistergirls' Kitchen, LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Renee Cook, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the business representative of Sistergirls' Kitchen, LLC, and that they are authorized by said to execute the foregoing instrument as the act of such Sistergirls' Kitchen, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

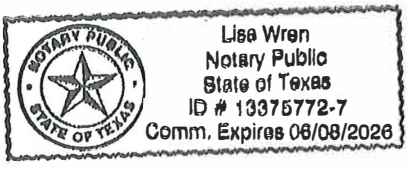
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of September, 2024.

Lisa Wren
Notary Public in and for the State of Texas

Lisa Wren
Type or Print Notary's Name

My Commission Expires:

06/08/2026



Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Kenneth Govan, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of September, 2024.

Lisa Wren
Notary Public in and for the State of Texas

Lisa Wren
Type or Print Notary's Name

My Commission Expires:
06/08/2026

NOTARY PUBLIC STATE OF TEXAS
Lisa Wren
Notary Public
State of Texas
ID # 13375772-7
Comm. Expires 06/08/2026

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

From Registered Nurse to Culinary Entrepreneur

Vicki Brewer is a native of Little Rock, Arkansas, with a background as a Registered Nurse and Disabled Veteran of the U.S. Army. Ms. Brewer has always had a passion for both nursing and cooking. Throughout her military and nursing career, she often found herself preparing meals for her units and their families during special annual events. Ms. Brewer received many Challenge Coins during her military career from Colonels and Generals for her cooking.

Ms. Brewer's career began at St. Vincent Infirmary Medical Center, in the kitchen, while obtaining her degree in Nursing. She retired from St. Vincent Infirmary Medical Center after 30 years of cooking and caring for others and moved to Texas in 2013, to be closer to her family, where she continued to work as a nurse.

In April 2017, Ms. Brewer took a leap of faith and founded McKenzie's Kitchen and Catering on Beltline, in honor of her mother Vertis McKenzie. Ms. Brewer talks about growing up and watching her mother cook from scratch and this really left an impression on her because the food was always good. Family and friends were at our table at supper time, even though they were not invited. Her mother would tell her, "Baby all women need to know how to cook to take care of your family and get a good husband. The shortest route to a man's heart is through his stomach."

Within just 18 months, she transitioned to a successful executive chef and restaurateur, while continuing her career as a nurse. However, she eventually made the difficult decision to close her beloved establishment. Ms. Brewer remained in contact with her loyal customers due to her nurturing personality.

The birth of Sistergirls' Kitchen began due to a serendipitous mistake. Ms. Brewer attempted to call her cousin Renee Brown and accidentally, called her valued customer, Renee Cook. This unexpected call resulted in a partnership that gave birth to Sistergirls' Kitchen. Together, Vicki Brewer, Renee Cook and Shonda Craig have created a culinary haven that combines Brewer's nursing care ethos with her culinary expertise, providing delicious meals and a warm, nurturing environment for their customers.

Sister Girls Kitchen Business Plan

Executive Summary

Business Name: Sister Girls Kitchen
Business Type: Soul Food Restaurant
Location: Dallas, Texas
Owners: Renee Cook and Shonda Craig

Mission Statement: To serve the community of Dallas, Texas with authentic, home-style soul food that nourishes the body and soul while honoring our cultural heritage and fostering a sense of family and community.

Business Description

Sister Girls Kitchen will be a soul food restaurant offering a wide range of traditional Southern dishes. Our menu will feature classics such as fried chicken, collard greens, mac and cheese, cornbread, and sweet potato pie, all made from scratch using family recipes passed down through generations.

Market Analysis

Industry Overview

The soul food restaurant industry is a niche market within the broader restaurant industry, known for its rich flavors and cultural significance. The demand for authentic, home-cooked meals is strong, particularly in urban areas with diverse populations.

Target Market

- **Primary Market:** African American community in Dallas, Texas.
- **Secondary Market:** Food enthusiasts, local residents, and tourists seeking authentic Southern cuisine.

Market Trends

- Growing interest in authentic and culturally significant dining experiences.
- Increasing demand for home-style cooking and comfort food.
- Rising popularity of soul food among diverse demographic groups.

Competitive Analysis

- **Direct Competitors:** Other soul food restaurants in Dallas.
- **Indirect Competitors:** Fast food chains, casual dining restaurants, and other ethnic cuisine restaurants.

Marketing and Sales Strategy

Unique Selling Proposition (USP)

Sister Girls Kitchen will stand out by offering a genuine soul food experience, with recipes that have been lovingly crafted and perfected over generations. Our warm and welcoming atmosphere will make every customer feel like part of the family.

Marketing Plan

- **Branding:** Develop a strong, recognizable brand that emphasizes tradition, family, and quality.
- **Online Presence:** Create a user-friendly website and active social media profiles to engage with customers and showcase our dishes.
- **Community Engagement:** Participate in local events, sponsor community activities, and collaborate with local businesses.
- **Promotions:** Offer specials, loyalty programs, and discounts to attract repeat customers.

Sales Strategy

- **Dining Experience:** Provide exceptional customer service to ensure a memorable dining experience.
- **Takeout and Delivery:** Offer convenient takeout and delivery options to cater to busy customers.
- **Catering Services:** Provide catering for local events, parties, and corporate functions.

Operations Plan

Location

Sister Girls Kitchen will be located in a busy, accessible area of Dallas, Texas, with high foot traffic and ample parking.

Facility and Equipment

- Commercial kitchen with all necessary equipment (ovens, fryers, refrigeration units, etc.).
- Dining area with comfortable seating, designed to create a warm and inviting atmosphere.
- Point-of-sale system for efficient order processing and payment.

Staffing

- **Owners:** Renee Cook and Shonda Craig
- **Kitchen Staff:** Experienced cooks and kitchen assistants.
- **Front-of-House Staff:** Friendly and professional waitstaff and hosts.
- **Support Staff:** Cleaning and maintenance personnel.

Financial Plan

Startup Costs

- **Rent and Utilities:** $13,000.00
- **Renovation and Decoration:** $65,000.00
- **Kitchen Equipment:** $10,000.00
- **Initial Inventory:** $5,000.00
- **Licenses and Permits:** $3,500

Revenue Streams

- **Dine-In Sales:** Main source of income from customers dining at the restaurant.
- **Takeout and Delivery Sales:** Additional revenue from customers ordering food to go.
- **Catering Services:** Income from providing food for events and parties.

Financial Projections

- **Year 1:** Projected Revenue - $400,000.00 Projected Expenses - $302,709.00, Projected Profit - $97,000.00
- **Year 2:** Projected Revenue - $500,000.00, Projected Expenses - $478,317.60, Projected Profit - $21,682.40
- **Year 3:** Projected Revenue - $625,000.00, Projected Expenses - $492,717.60, Projected Profit - $132,282.40

Conclusion

Sister Girls Kitchen aims to become a beloved dining destination in Dallas, Texas, by providing delicious, authentic soul food in a welcoming and family-friendly environment. With a strong commitment to quality and community, we are confident in our ability to build a successful and sustainable business.

Incentives & Grants Assistance Application

Duncanville
City of Champions

Property Owner DW Cedar Ridge LLC
Mailing Address 4403 North Central Expressway - Suite 200
City Dallas State & Zip TX 75205
Phone 713 806 6845 Fax _____ Email VPAPPAS@dowstreetty.com

Project Representative Renee Cook
Mailing Address 1013 Greenbriar Dr
City Garland State & Zip TX 75043
Phone 214-284-7860

Business Name Sister Girls Kitchen
Property Address 108 N Cedar Ridge Duncanville TX 75116
Will You Lease or Own the Property? Lease Legal Incorporation (Sole Proprietor, LLC, etc) _____
Type of Business Restaurant (Carryout) Years in Business 1
Business Plan and Portfolio Available? Yes (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 $ _____
Estimated Property Investment (if applicable) $ _____
Current Sales / Gross Receipts / Revenue Generated $ _____
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 $ _____
What infrastructure construction would be required? _____
Interior Investments $ _____ Exterior Investments $ _____

Are you entering into a Loan? NO If yes, please answer the following: NA
Loan Amount $ ND
Down Payment $ ND
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact
Total Number of Jobs 11 Total Annual Payroll $ 145,520 Projected
Type of Jobs Created Dishwasher, Food Server, Assistant Cook - Prep
Percentage of Employees who will be Duncanville Residents 8
Number of Full-time Employees 11 Number of Part-time Employees 0

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.

☐ **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 $ 4120.57

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.

☐ **Infrastructure Grant** Amount Requested $ 46,152.78

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 $ _____

******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 Shea Cobb **Date** July 26.24

Signature Shea Cobb

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 11-21-2023

Employer Identification Number:
93-4437782

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

002950.542838.496022.11964 1 MB 0.561 532

SISTERGIRLS KITCHEN LLC
SHONDA CRAIG MBR
1029 NORTHWEST HWY
GARLAND TX 75041

002950

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4437782. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

01-300 (Rev.9-16/20)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

SISTERGIRLS' KITCHEN, LLC

SISTERGIRLS' KITCHEN, LLC
921 W COMMERCE ST
DALLAS
DALLAS COUNTY TX 75208-1742

NAICS: 722513 Limited-Service Restaurants

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: DALLAS EFF: 12/01/2023
TRANSIT: DALLAS MTA EFF: 12/01/2023

You must obtain a new permit if there is a change ownership, location, or business location name.

Type of permit	SALES AND USE TAX
Taxpayer number	3-20925-1055-4
Location number	00001
First business date of location	12/01/2023

Glenn Hegar
Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business. For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.

If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-5555.

Detach here and prominently display your permit only. Retain the portion below for your records.

Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
111 E. 17th Street
Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit: SISTERGIRLS' KITCHEN, LLC

Taxpayer number shown on the permit: 32092510554

Location number shown on the permit: 00001

Correct business location name

Correct business location (no P.O. Box or directions accepted)

City | State | ZIP code | County

Correct taxpayer name | Daytime phone *(Area code and number)*

Correct mailing address

City | State | ZIP code | Federal Employer Identification Number

If you are **no longer in business**, enter the date of your last business transaction.

sign here ▶ Taxpayer or authorized agent | Date

If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

Quote

ADDRESS
Alex Speed Throckmorton DuWest Realty 4403 N Central Expwy Ste 200 Dallas, TX 75205

QUOTE #	DATE	EXPIRATION DATE
1941	07/03/2024	07/31/2024

PAYMENT TERMS
50% Down 50% Due Day of Delivery/Install/Pickup

DESCRIPTION
(2) DIGITAL PRINT TRANSLUCENT VINYL FOR EXISTING DOUBLE SIDED POLE SIGN GRAPHIC SIZES: 34" X 66" EACH --- (2) NEW ACRYLIC FACE(S) - SIZE: 43"X96" - COLOR: WHITE --- REMOVAL OF EXISTING FACES is included in price --- INSTALLATION OF DIGITAL PRINT VINYL & FACES ON EXISTING DOUBLE SIDED POLE SIGN is included in price --- SIGN PERMIT is included in price and will be obtained by our company. ---

We propose to furnish material and labor - complete in accordance with the above specifications.

Conditions: Banners are not guaranteed against winds. Signs/product(s) remain property of EZSignworks until paid in full. You grant permission for removal of sign/product if unpaid or if installation services are not paid in full.

Thank you for the opportunity to provide you with an estimate.

SUBTOTAL	1,055.00
TAX	42.08
TOTAL	**$1,097.08**

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

NORTH & SOUTH ELEVATION

PROPOSED SIGNAGE: 27.28 SQ FT EACH SIDE

EXISTING SIGNAGE

Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-03-24

Scope of Work

MANUFACTURE & INSTALL:
NEW FACES ON
EXISTING D/S POLE SIGN

Face(s): 3/16" White Acrylic
Graphics: Digital Print
Translucent Vinyl

INSTALLATION

-New faces installed on existing double sided pole sign.

SIGN

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 _____

Fwd: Estimate - Sign Quote 1941 from EZSignworks - Sistergirls Kitchen Pole Sign Faces

From: Sistergirls' Kitchen (sistergirlskitchen@gmail.com)

To: reneecook25@yahoo.com

Date: Thursday, July 4, 2024 at 11:16 AM CDT

---------- Forwarded message ---------
From: **EZSIGNWORKS** <quickbooks@notification.intuit.com>
Date: Wed, Jul 3, 2024, 8:57 PM
Subject: Estimate - Sign Quote 1941 from EZSignworks - Sistergirls Kitchen Pole Sign Faces
To: <alexspeed@duwestrealty.com>
Cc: <signs@ezsignworks.com>, <sistergirlskitchen@gmail.com>

QUOTE 1941

EZSIGNWORKS

DUE 07/31/2024

$1,097.08

Review and pay

Powered by QuickBooks

Dear Alex,

Your quote is enclosed in the attached document. To proceed, kindly review, sign, and email back the quote and proof for approval. Once we receive your approval, we will promptly send you an invoice for payment.

Should you have any questions, feel free to reach out. We eagerly anticipate working with you.

Have a wonderful day!

EZSignworks
1184 Explorer St. Unit G
Duncanville, TX 75137

(469) 888-2068
www.EZSignworks.com

EZSIGNWORKS

1184 Explorer St Unit G Duncanville, TX 75137

+14698882068 signs@ezsignworks.com www.EZSignworks.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

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sistergirls kitchen - pole sign proof.pdf
1.9MB

Estimate_1941_from_EZSIGNWORKS.pdf
20.7kB

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

Quote

ADDRESS
Alex Speed Throckmorton DuWest Realty 4403 N Central Expwy Ste 200 Dallas, TX 75205

QUOTE #	DATE	EXPIRATION DATE
1940	07/03/2024	07/31/2024

PAYMENT TERMS
50% Down 50% Due Day of Delivery/Install/Pickup

DESCRIPTION
CHANNEL LETTERS FOR "SISTERGIRLS KITCHEN" OVERALL SIZE: 30"X129" RETURN: 5" BLACK ALUMINUM - TRIM CAP: 1" BLACK - FACE: WHITE ACRYLIC - GRAPHIS: DIGITAL PRINT TRANSLUCENT VINYL - LIGHTING: WHITE LEDS --- INSTALLATION OF CHANNEL LETTERS is included in price --- SIGN PERMIT is included in price and will be obtained by our company.

We propose to furnish material and labor - complete in accordance with the above specifications.

SUBTOTAL	3,316.25
TAX	204.70
TOTAL	**$3,520.95**

Conditions: Banners are not guaranteed against winds. Signs/product(s) remain property of EZSignworks until paid in full. You grant permission for removal of sign/product if unpaid or if installation services are not paid in full.

Thank you for the opportunity to provide you with an estimate.

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Fwd: Estimate - Sign Quote 1940 from EZSignworks - Sistergirls Kitchen Channel Letter Sign

From: Sistergirls' Kitchen (sistergirlskitchen@gmail.com)

To: reneecook25@yahoo.com

Date: Thursday, July 4, 2024 at 11:17 AM CDT

---------- Forwarded message ---------
From: **EZSIGNWORKS** <quickbooks@notification.intuit.com>
Date: Wed, Jul 3, 2024, 8:55 PM
Subject: Estimate - Sign Quote 1940 from EZSignworks - Sistergirls Kitchen Channel Letter Sign
To: <alexspeed@duwestrealty.com>
Cc: <signs@ezsignworks.com>, <sistergirlskitchen@gmail.com>

QUOTE 1940

EZSIGNWORKS

DUE 07/31/2024

$3,520.95

Review and pay

Powered by QuickBooks

Dear Alex,

Your quote is enclosed in the attached document. To proceed, kindly review, sign, and email back the quote and proof for approval. Once we receive your approval, we will promptly send you an invoice for payment.

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

Quote

ADDRESS
Alex Speed Throckmorton DuWest Realty 4403 N Central Expwy Ste 200 Dallas, TX 75205

QUOTE #	DATE	EXPIRATION DATE
1940	07/03/2024	07/31/2024

PAYMENT TERMS
50% Down 50% Due Day of Delivery/Install/Pickup

DESCRIPTION
CHANNEL LETTERS FOR "SISTERGIRLS KITCHEN" OVERALL SIZE: 30"X129" RETURN: 5" BLACK ALUMINUM - TRIM CAP: 1" BLACK - FACE: WHITE ACRYLIC - GRAPHIS: DIGITAL PRINT TRANSLUCENT VINYL - LIGHTING: WHITE LEDS --- INSTALLATION OF CHANNEL LETTERS is included in price --- SIGN PERMIT is included in price and will be obtained by our company.

We propose to furnish material and labor - complete in accordance with the above specifications.

Conditions: Banners are not guaranteed against winds. Signs/product(s) remain property of EZSignworks until paid in full. You grant permission for removal of sign/product if unpaid or if installation services are not paid in full.

Thank you for the opportunity to provide you with an estimate.

SUBTOTAL	3,316.25
TAX	204.70
TOTAL	**$3,520.95**

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

Quote

ADDRESS
Alex Speed Throckmorton DuWest Realty 4403 N Central Expwy Ste 200 Dallas, TX 75205

QUOTE #	DATE	EXPIRATION DATE
1941	07/03/2024	07/31/2024

PAYMENT TERMS
50% Down 50% Due Day of Delivery/Install/Pickup

DESCRIPTION
(2) DIGITAL PRINT TRANSLUCENT VINYL FOR EXISTING DOUBLE SIDED POLE SIGN GRAPHIC SIZES: 41" X 97" EACH --- (2) NEW ACRYLIC FACE(S) - SIZE: 43"X96" - COLOR: WHITE --- REMOVAL OF EXISTING FACES is included in price --- INSTALLATION OF DIGITAL PRINT VINYL & FACES ON EXISTING DOUBLE SIDED POLE SIGN is included in price --- SIGN PERMIT is included in price and will be obtained by our company. ---

We propose to furnish material and labor - complete in accordance with the above specifications.

Conditions: Banners are not guaranteed against winds. Signs/product(s) remain property of EZSignworks until paid in full. You grant permission for removal of sign/product if unpaid or if installation services are not paid in full.

Thank you for the opportunity to provide you with an estimate.

SUBTOTAL	1,221.00
TAX	55.77
TOTAL	**$1,276.77**

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

NORTH & SOUTH ELEVATION

Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-08-24

Scope of Work

MANUFACTURE & INSTALL: NEW FACES ON EXISTING D/S POLE SIGN

Face(s): 3/16" White Acrylic
Graphics: Digital Print
Translucent Vinyl

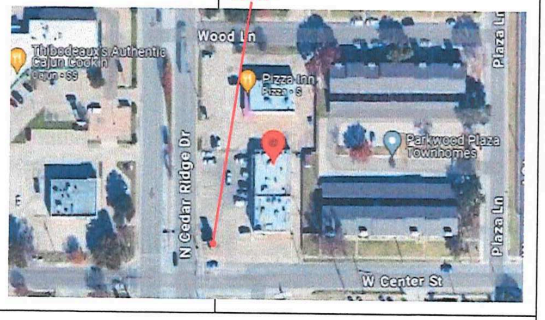
INSTALLATION

-New faces installed on existing double sided pole sign.

PROPOSED SIGNAGE: 27.28 SQ FT EACH SIDE

EXISTING SIGNAGE

SIGN



EZ SIGNWORKS

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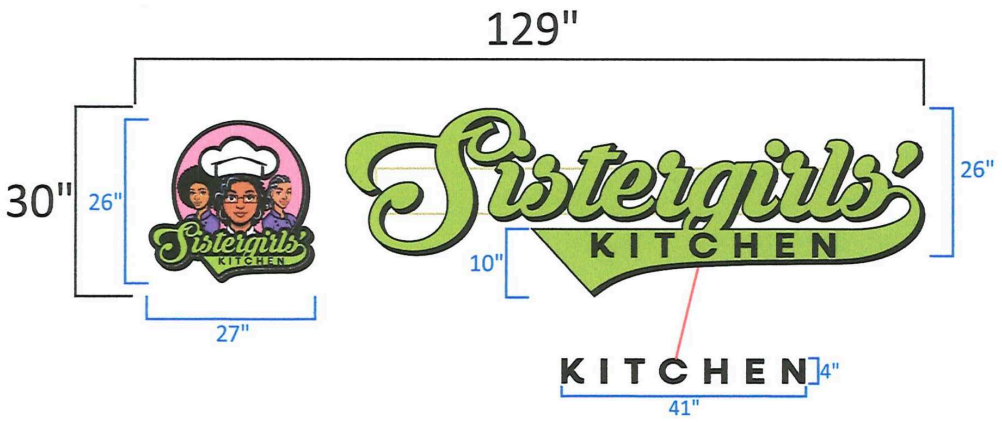
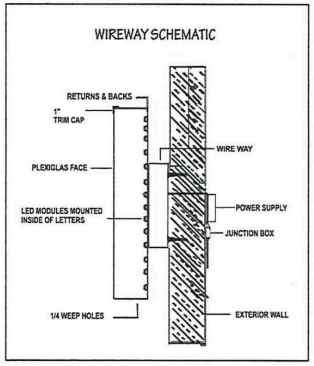
____ Approved As Is ____ Approved w/Changes ____ Re-Draw w/Changes

Signature _____ Date _____





Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-03-24

Scope of Work

MANUFACTURE & INSTALL:

LED ILLUMINATED CHANNEL LETTERS

Face(s): 3/16" White Acrylic
Graphics: Digital Print
Translucent Vinyl
Trim Cap: 1" Black
Returns: Black Aluminum
Wireway: Paint to match building
Lighting: White LEDs

INSTALLATION

-Letters mounted on wireway.
-Wireway installed direct to building.

Proposed Signage: 26.88 sq ft

EZ SIGNWORKS

LISTED E477506

TDLR ELECTRICAL SIGN CONTRACTOR 18682

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____ Approved As Is ____ Approved w/Changes ____ Re-Draw w/Changes

Signature _____ Date _____

Fwd: Signage Quote

From: Sistergirls' Kitchen (sistergirlskitchen@gmail.com)

To: reneecook25@yahoo.com

Date: Friday, July 12, 2024 at 01:47 PM CDT

---------- Forwarded message ---------
From: **Julie Cordova** <juliecordova32@gmail.com>
Date: Thu, Jul 11, 2024, 1:28 PM
Subject: Signage Quote
To: <Sistergirlskitchen@gmail.com>

Hi!

This is Julie from G Signs and Graphics. The quote for your sign is $4,500

Julie Cordova
G Signs and Graphics
Office; (972) 925-0407
Gsigns

Fwd: Estimate - Sign Quote 1950 from EZSignworks - SISTERGIRLS REVISED WINDOW & DOOR VINYL GRAPHICS

From: Sistergirls' Kitchen (sistergirlskitchen@gmail.com)

To: reneecook25@yahoo.com

Date: Wednesday, July 24, 2024 at 06:27 PM CDT

---------- Forwarded message ---------
From: **EZSIGNWORKS** <quickbooks@notification.intuit.com>
Date: Wed, Jul 24, 2024, 5:25 PM
Subject: Estimate - Sign Quote 1950 from EZSignworks - SISTERGIRLS REVISED WINDOW & DOOR VINYL GRAPHICS
To: <sistergirlskitchen@gmail.com>
Cc: <signs@ezsignworks.com>

QUOTE 1950

EZSIGNWORKS

DUE 08/31/2024

$599.62

Review and pay

Powered by QuickBooks

Hello,

Your quote is enclosed in the attached document. To proceed, kindly review, sign, and email back the quote and proof for approval. Once we receive your

signed quote and proof, we will promptly send you an invoice for payment.

Should you have any questions, feel free to reach out. We eagerly anticipate working with you.

Have a wonderful day!

EZSignworks
1184 Explorer St. Unit G
Duncanville, TX 75137

(469) 888-2068
www.EZSignworks.com

EZSIGNWORKS

1184 Explorer St Unit G Duncanville, TX 75137

+14698882068 signs@ezsignworks.com www.EZSignworks.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

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sistergirls - windows & door digital print graphics2.pdf
1.4MB

Estimate_1950_from_EZSIGNWORKS.pdf
21.6kB

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

Quote

ADDRESS
SISTERGIRLS KITCHEN 108 N Cedar Ridge Dr Duncanville, TX 75116

QUOTE #	DATE	EXPIRATION DATE
1950	07/24/2024	08/31/2024

PAYMENT TERMS
Due in Full Upon Receipt of Invoice

DESCRIPTION
(2) DIGITAL PRINT VINYL SIZE: 14" X 38" (SOUTHERN CUISINE) --- DIGITAL PRINT VINYL SIZE: 18" X 17" --- (1) DIGITAL PRINT VINYL FOR (1) DOOR SIZE: 35"X22" --- VINYL LETTERING TO READ "ENTRANCE" & ARROW GRAPHIC --- INSTALLATION OF VINYL GRAPHICS ON WINDOWS & DOORS is included in price --- SIGN PERMIT is included in price and will be obtained by our company. ---

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

We propose to furnish items and services according to the above specifications.

ONLY listed items or services above will be provided.
LIGHTING repairs for existing signs are not included unless specifically listed in invoice.
CONDITIONS: Signs remain property of EZSignworks until paid in full. You grant permission to remove/pickup sign/product if unpaid as agreed to invoice terms. Banners are not guaranteed against winds.
NO REFUNDS are allowed due to orders being customized orders.
IF PERMIT REQUIRED - Permits will be submitted within 2 business days of down payment. Signs will be placed in production after sign permit has been issued. Production time will take approximately 2-3 weeks.

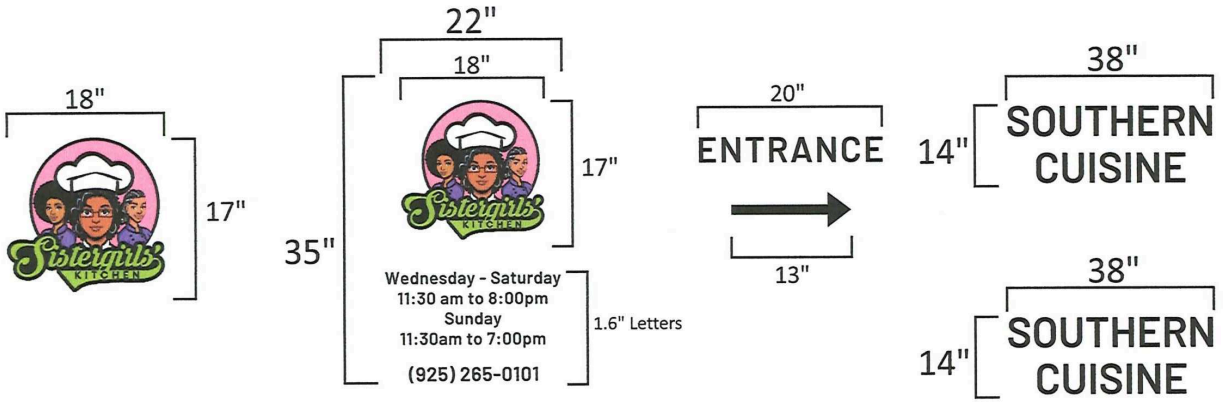
Thank you for the opportunity to provide you with an estimate.

SUBTOTAL	582.50
TAX	17.12
TOTAL	**$599.62**

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.



Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-24-24

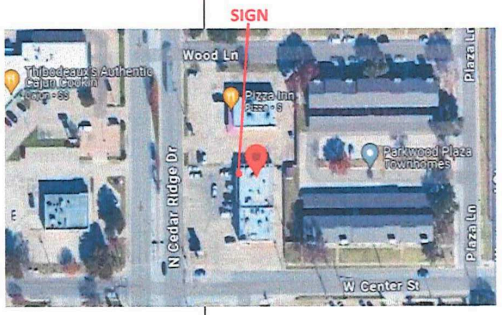
Scope of Work

MANUFACTURE & INSTALL: DIGITAL PRINT GRAPHICS ON WINDOWS & DOORS

Material: Digital Print Vinyl

INSTALLATION

-Digital prit vinyl installed direct to windows & doors per drawing.



EZ SIGNWORKS

LISTED E477506

TDLR ELECTRICAL SIGN CONTRACTOR 18682

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

signs manufacturing™

4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:2405210932MC Preparation Date: 5/21/2024 Your Sales Consultant is Michael Carlton

Billing Address		Job / Shipping Address	
Name:	Rene Cook	Name:	Rene Cook
Company:	Sister Girls Kitchen	Company:	Sister Girls Kitchen
Address:	106 N Cedar Ridge	Address:	106 N Cedar Ridge
City, State, Zip:	Duncanville Tx 75116	City, State, Zip:	Duncanville Tx 75116
PO#:	5212024	Email:	Sistergirlskitchen@gmail.com
Phone#:		Phone#:	214-289-7860

DESCRIPTION

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate 50"x50" (nominal) front-lit channel capsule with "mechanically welded construction (not stapled) and 10 strokes of SolarBrite™ LED lighting.
Multiple colors (digitally printed with non-solvent based, UV cured inks) on 3M vinyl graphics will be used.
2in trimcap will be used, Jewelite with an aluminum core and SolarGuard™ protection (color TBD).
Faces will be 1/8in Lexan™ (or equivalent) (color TBD).
Returns will be 5" deep, made from .060 aluminum (color TBD).
Channel backs will be made of .063 aluminum.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Survey pole sign cabinet for new faces. Prepare new sign artwork including measurements, callouts and colors (if known) for the customer's approval.

The 3.3' x 8.3' (approximate) sign faces will be removed and disposed of. New sign faces will be provided and installed using the existing attachment method/hardware.

The sign faces will be Plexiglas™ (or equivalent), color will be white.

Digital print with non-solvent based, UV cured inks (3M) will be used on the face of the sign with SolarGuard™ protective clear coating applied to maximize the durability of the graphics.

If the existing hardware is not usable (too old, rusted, falling apart, etc.) then there may be an additional cost to repair or replace it as needed to support the new sign faces.

Door vinyl with logo and store hours.

Prices include drawings, permit work with City and inspections, materials, shop labor, installation, and connection to existing 20AMP circuit.

***YOUR COST*:**	**$8377.00**
EXTENDED WARRANTY:	Additional
ENGINEER'S DRAWING:	Additional if required
INSTALLATION:	Included
ELECTRICAL HOOK-UP**:	Included with install (within 6' of sign)
TOTAL TAX:	**Plus Tax**
PERMITTING FEES:	Additional (at cost) if required
3rd-Party Fees**:	Additional (at cost) if required
LESS DEPOSIT:	**50%**
BALANCE DUE:	Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

Regulated by the Texas Department of Licensing and Regulation - P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 512-463-6599 | License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdlr.texas.gov

Permit Necessary? YES

CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES
SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

GUARANTIES & WARRANTIES

All Guaranties and Warranties are transferable to subsequent owners of a sign both manufactured and installed by Signs Manufacturing™ so long as all financial and other obligations have been fulfilled.

5-Year Guarantee

If ANY manufactured part of a new lighted sign we manufactured and installed fails in the first 5 years of service, if properly supplied with power, Signs Manufacturing™ will provide BOTH parts and service FREE OF CHARGE. Solarbrite™ LED lamps are included in this guarantee.

Electronic components of the sign which are NOT manufactured by Signs Manufacturing™ are only supported by their manufacturer's warranty, usually one year. Signs Manufacturing™ passes on the component manufacturer's warranty, but does not extend it.

15-Year Appearance Warranty™

The appearance of major outdoor identification signs are warranted not to negatively affect our customer's sales for fifteen years when Signs Manufacturing™ selects all materials and finishes, installs the signage, and the signage is properly maintained. Printed graphics are excluded from this Appearance Warranty™.

15-Year UNBREAKABLE Warranty™

Major outdoor identification signs feature a fifteen year warranty for breakage of the signs plastic faces so long as they remain properly installed in their sign.

You see so many channel letter signs where a single letter face has been replaced, making the entire sign, and the business, appear cheap! Like AT&T used to say to their Yellow Pages customers "If your business is slow, what does your sign look like?" If one of our faces DOES break and replacing only it will prove detrimental to the appearance of your sign we will replace ALL of the faces so that they match.

Lifetime Labor Warranty™

Signs Manufacturing™ Warrants this sign with a LIFETIME Service Warranty™. Our Lifetime Service Warranty™ discounts our normal labor charges 20%, after the initial Guarantee and/or Warranty periods, for a sign both manufactured and installed by Signs Manufacturing™.

We cover your signs for life. It is in our best interests to do everything possible to make your signs last because, even 20 or 30 years down the road, if your sign has a problem we are helping pay for it!

We build quality signs. We know they are the best in the industry. We want to assure you that we are doing everything possible to keep you from ever having an issue with your signs because if you do, it costs us too!

Lifetime Replacement Parts Warranty™

Additionally, after the Initial Guarantee and/or Warranty periods, our LIFETIME Service Warranty™ provides free replacement parts for any part of our signs that we previously replaced that fails within one year of installation. Non-Solarbrite™ lamps are excluded.

Insurance and Assurance

Signs Manufacturing™ is insured, registered, licensed and bonded per City and State regulations, and carries product liability insurance. We offer all our customers to be listed as "Additional Insured" for free on our $4,000,000 insurance policy providing coverage if we default, and as "Additional Insured" on our $25,000,000 Worker's Compensation/Accident Insurance.

Read our Terms and Conditions (attached) for complete and full details.

A guarantee or warranty is only as strong as the people backing it. We are the actual manufacturer, not a middle-man whose goal is to buy a cheaper sign than the one they sell you. Our Lifetime Warranties™ are 45+ years long – so far! (According to official State of Texas records, in their 15 years of record-keeping, over 40% of the electrical sign companies licensed by the State have gone out of business, many lasting less than a year.)

TERMS AND CONDITIONS

1. **PRICING**. The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.

2. **CONSERVE YOUR NEST EGG™ PRICING ALTERNATIVE**. Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.

3. **CHANGE REQUESTS**. Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.

Guaranteed Highest Quality…Guaranteed Lowest Price™

4. **PERMITS, INSPECTIONS AND FEES**. Seller shall, on behalf of Purchaser, and with Purchaser's assistance, attempt to obtain all known public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. This can optionally include filing for a new, or modifying an existing, Certificate of Occupancy. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.

5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.

6. **INSTALLATION WORK**. Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.

7. **SPECIALLY FABRICATED MATERIALS**. The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.

8. **GUARANTIES & WARRANTIES**. All Guaranties and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Warranty discounts Sellers normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. The appearance of major outdoor identification signs (excluding printed graphics) is warranted not to negatively affect Purchaser's sales for at least fifteen years when Seller selects all materials and finishes, installs the signage, and the signage is properly maintained. Additionally major outdoor identification signs feature a fifteen year warranty for breakage of the signs plastic faces so long as they remain properly installed in their sign. If any non-electric part of an electrical sign both manufactured and installed by Seller fails in the first five years of service, Seller will provide parts and service at no charge. Solarbrite™ LED lamps in a new sign are warranted for five years. If any electronic part of a properly powered electrical sign both manufactured and installed by Seller fails in the first year of service, Seller will provide parts and service at no charge. Programmable LED Signs feature a five year parts Warranty. Other new signage both manufactured and installed by Seller carries a ninety day workmanship Guarantee, all effective from our installation date. Extended Warranties, when purchased, extend the initial Warranty on Programmable LED Signs to six years total for both parts and service, three years on other lighted signs. The Forever™ Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever™ Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever™ Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever™ Guarantee to the cost of the new sign. Forever™ Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one year Warranty on any parts we replace in our signs, non-Solarbrite™ lamps excluded. All parts replaced in competitive signs are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that **THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.**

9. **UNAUTHORIZED MODIFICATIONS**. Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.

10. **DEFAULT BY PURCHASER**. This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.

11. **OWNERSHIP**. Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.

12. **LIMITED LIABILITY. PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF $50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.**

13. **LAW AND FORUM FOR DISPUTES**. This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.

14. **OTHER**. This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

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signs manufacturing™

4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:**2405210932MC** Preparation Date: **5/21/2024** Your Sales Consultant is **Michael Carlton**

Billing Address		Job / Shipping Address	
Name:	Rene Cook	Name:	Rene Cook
Company:	Sister Girls Kitchen	Company:	Sister Girls Kitchen
Address:	106 N Cedar Ridge	Address:	106 N Cedar Ridge
City, State, Zip:	Duncanville Tx 75116	City, State, Zip:	Duncanville Tx 75116
PO#:	5212024	Email:	Sistergirlskitchen@gmail.com
Phone#:		Phone#:	214-289-7860

DESCRIPTION

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate 50"x50" (nominal) front-lit channel capsule with "mechanically welded construction (not stapled) and 10 strokes of SolarBrite™ LED lighting.
Multiple colors (digitally printed with non-solvent based, UV cured inks) on 3M vinyl graphics will be used.
2in trimcap will be used, Jewelite with an aluminum core and SolarGuard™ protection (color TBD).
Faces will be 1/8in Lexan™ (or equivalent) (color TBD).
Returns will be 5" deep, made from .060 aluminum (color TBD).
Channel backs will be made of .063 aluminum.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Survey pole sign cabinet for new faces. Prepare new sign artwork including measurements, callouts and colors (if known) for the customer's approval.

The 3.3' x 8.3' (approximate) sign faces will be removed and disposed of. New sign faces will be provided and installed using the existing attachment method/hardware.

The sign faces will be Plexiglas™ (or equivalent), color will be white.

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Door vinyl with logo and store hours.

Prices include drawings, permit work with City and inspections, materials, shop labor, installation, and connection to existing 20AMP circuit.

***YOUR COST*:**	**$8377.00**
EXTENDED WARRANTY:	Additional
ENGINEER'S DRAWING:	Additional if required
INSTALLATION:	Included
ELECTRICAL HOOK-UP**:	Included with install (within 6' of sign)
TOTAL TAX:	**Plus Tax**
PERMITTING FEES:	Additional (at cost) if required
3rd-Party Fees**:	Additional (at cost) if required
LESS DEPOSIT:	**50%**
BALANCE DUE:	Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

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Permit Necessary? YES

CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

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15-Year Appearance Warranty™

The appearance of major outdoor identification signs are warranted not to negatively affect our customer's sales for fifteen years when Signs Manufacturing™ selects all materials and finishes, installs the signage, and the signage is properly maintained. Printed graphics are excluded from this Appearance Warranty™.

15-Year UNBREAKABLE Warranty™

Major outdoor identification signs feature a fifteen year warranty for breakage of the signs plastic faces so long as they remain properly installed in their sign.

You see so many channel letter signs where a single letter face has been replaced, making the entire sign, and the business, appear cheap! Like AT&T used to say to their Yellow Pages customers "If your business is slow, what does your sign look like?" If one of our faces DOES break and replacing only it will prove detrimental to the appearance of your sign we will replace ALL of the faces so that they match.

Lifetime Labor Warranty™

Signs Manufacturing™ Warrants this sign with a LIFETIME Service Warranty™. Our Lifetime Service Warranty™ discounts our normal labor charges 20%, after the initial Guarantee and/or Warranty periods, for a sign both manufactured and installed by Signs Manufacturing™.

We cover your signs for life. It is in our best interests to do everything possible to make your signs last because, even 20 or 30 years down the road, if your sign has a problem we are helping pay for it!

We build quality signs. We know they are the best in the industry. We want to assure you that we are doing everything possible to keep you from ever having an issue with your signs because if you do, it costs us too!

Lifetime Replacement Parts Warranty™

Additionally, after the Initial Guarantee and/or Warranty periods, our LIFETIME Service Warranty™ provides free replacement parts for any part of our signs that we previously replaced that fails within one year of installation. Non-Solarbrite™ lamps are excluded.

Insurance and Assurance

Signs Manufacturing™ is insured, registered, licensed and bonded per City and State regulations, and carries product liability insurance. We offer all our customers to be listed as "Additional Insured" for free on our $4,000,000 insurance policy providing coverage if we default, and as "Additional Insured" on our $25,000,000 Worker's Compensation/Accident Insurance.

Read our Terms and Conditions (attached) for complete and full details.

A guarantee or warranty is only as strong as the people backing it. We are the actual manufacturer, not a middle-man whose goal is to buy a cheaper sign than the one they sell you. Our Lifetime Warranties™ are 45+ years long – so far! (According to official State of Texas records, in their 15 years of record-keeping, over 40% of the electrical sign companies licensed by the State have gone out of business, many lasting less than a year.)

TERMS AND CONDITIONS

1. **PRICING.** The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.

2. **CONSERVE YOUR NEST EGG™ PRICING ALTERNATIVE.** Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.

3. **CHANGE REQUESTS.** Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.

Guaranteed Highest Quality…Guaranteed Lowest Price™

4. **PERMITS, INSPECTIONS AND FEES.** Seller shall, on behalf of Purchaser, and with Purchaser's assistance, attempt to obtain all known public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. This can optionally include filing for a new, or modifying an existing, Certificate of Occupancy. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.

5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.

6. **INSTALLATION WORK**. Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.

7. **SPECIALLY FABRICATED MATERIALS**. The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.

8. **GUARANTIES & WARRANTIES**. All Guaranties and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Warranty discounts Sellers normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. The appearance of major outdoor identification signs (excluding printed graphics) is warranted not to negatively affect Purchaser's sales for at least fifteen years when Seller selects all materials and finishes, installs the signage, and the signage is properly maintained. Additionally major outdoor identification signs feature a fifteen year warranty for breakage of the signs plastic faces so long as they remain properly installed in their sign. If any non-electric part of an electrical sign both manufactured and installed by Seller fails in the first five years of service, Seller will provide parts and service at no charge. Solarbrite™ LED lamps in a new sign are warranted for five years. If any electronic part of a properly powered electrical sign both manufactured and installed by Seller fails in the first year of service, Seller will provide parts and service at no charge. Programmable LED Signs feature a five year parts Warranty. Other new signage both manufactured and installed by Seller carries a ninety day workmanship Guarantee, all effective from our installation date. Extended Warranties, when purchased, extend the initial Warranty on Programmable LED Signs to six years total for both parts and service, three years on other lighted signs. The Forever™ Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever™ Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever™ Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever™ Guarantee to the cost of the new sign. Forever™ Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one year Warranty on any parts we replace in our signs, non-Solarbrite™ lamps excluded. All parts replaced in competitive signs are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that **THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.**

9. **UNAUTHORIZED MODIFICATIONS**. Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.

10. **DEFAULT BY PURCHASER**. This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.

11. **OWNERSHIP**. Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.

12. **LIMITED LIABILITY. PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF $50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS**.

13. **LAW AND FORUM FOR DISPUTES**. This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.

14. **OTHER**. This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

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Guaranteed Highest Quality…Guaranteed Lowest Price™

signs manufacturing™

4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:**2405210932MC** Preparation Date: **5/21/2024** Your Sales Consultant is **Michael Carlton**

Billing Address		**Job / Shipping Address**	
Name:	**Rene Cook**	Name:	**Rene Cook**
Company:	**Sister Girls Kitchen**	Company:	**Sister Girls Kitchen**
Address:	**106 N Cedar Ridge**	Address:	**106 N Cedar Ridge**
City, State, Zip:	**Duncanville Tx 75116**	City, State, Zip:	**Duncanville Tx 75116**
PO#:	**5212024**	Email:	**Sistergirlskitchen@gmail.com**
Phone#:		Phone#:	**214-289-7860**

DESCRIPTION

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate 50"x50" (nominal) front-lit channel capsule with "mechanically welded construction (not stapled) and 10 strokes of SolarBrite™ LED lighting.
Multiple colors (digitally printed with non-solvent based, UV cured inks) on 3M vinyl graphics will be used.
2in trimcap will be used, Jewelite with an aluminum core and SolarGuard™ protection (color TBD).
Faces will be 1/8in Lexan™ (or equivalent) (color TBD).
Returns will be 5" deep, made from .060 aluminum (color TBD).
Channel backs will be made of .063 aluminum.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Survey pole sign cabinet for new faces. Prepare new sign artwork including measurements, callouts and colors (if known) for the customer's approval.

The 3.3' x 8.3' (approximate) sign faces will be removed and disposed of. New sign faces will be provided and installed using the existing attachment method/hardware.

The sign faces will be Plexiglas™ (or equivalent), color will be white.

Digital print with non-solvent based, UV cured inks (3M) will be used on the face of the sign with SolarGuard™ protective clear coating applied to maximize the durability of the graphics.

If the existing hardware is not usable (too old, rusted, falling apart, etc.) then there may be an additional cost to repair or replace it as needed to support the new sign faces.

Door vinyl with logo and store hours.

Prices include drawings, permit work with City and inspections, materials, shop labor, installation, and connection to existing 20AMP circuit.

***YOUR COST*:**	**$8377.00**
EXTENDED WARRANTY:	Additional
ENGINEER'S DRAWING:	Additional if required
INSTALLATION:	Included
ELECTRICAL HOOK-UP**:	Included with install (within 6' of sign)
TOTAL TAX:	**Plus Tax**
PERMITTING FEES:	Additional (at cost) if required
3rd-Party Fees**:	Additional (at cost) if required
LESS DEPOSIT:	**50%**
BALANCE DUE:	Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

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Permit Necessary? YES

CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

GUARANTIES & WARRANTIES

All Guaranties and Warranties are transferable to subsequent owners of a sign both manufactured and installed by Signs Manufacturing™ so long as all financial and other obligations have been fulfilled.

5-Year Guarantee

If ANY manufactured part of a new lighted sign we manufactured and installed fails in the first 5 years of service, if properly supplied with power, Signs Manufacturing™ will provide BOTH parts and service FREE OF CHARGE. Solarbrite™ LED lamps are included in this guarantee.

Electronic components of the sign which are NOT manufactured by Signs Manufacturing™ are only supported by their manufacturer's warranty, usually one year. Signs Manufacturing™ passes on the component manufacturer's warranty, but does not extend it.

15-Year Appearance Warranty™

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Signs Manufacturing™ is insured, registered, licensed and bonded per City and State regulations, and carries product liability insurance. We offer all our customers to be listed as "Additional Insured" for free on our $4,000,000 insurance policy providing coverage if we default, and as "Additional Insured" on our $25,000,000 Worker's Compensation/Accident Insurance.

Read our Terms and Conditions (attached) for complete and full details.

A guarantee or warranty is only as strong as the people backing it. We are the actual manufacturer, not a middle-man whose goal is to buy a cheaper sign than the one they sell you. Our Lifetime Warranties™ are 45+ years long – so far! (According to official State of Texas records, in their 15 years of record-keeping, over 40% of the electrical sign companies licensed by the State have gone out of business, many lasting less than a year.)

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6. **INSTALLATION WORK.** Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.

7. **SPECIALLY FABRICATED MATERIALS.** The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.

8. **GUARANTIES & WARRANTIES.** All Guaranties and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Warranty discounts Sellers normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. The appearance of major outdoor identification signs (excluding printed graphics) is warranted not to negatively affect Purchaser's sales for at least fifteen years when Seller selects all materials and finishes, installs the signage, and the signage is properly maintained. Additionally major outdoor identification signs feature a fifteen year warranty for breakage of the signs plastic faces so long as they remain properly installed in their sign. If any non-electric part of an electrical sign both manufactured and installed by Seller fails in the first five years of service, Seller will provide parts and service at no charge. Solarbrite™ LED lamps in a new sign are warranted for five years. If any electronic part of a properly powered electrical sign both manufactured and installed by Seller fails in the first year of service, Seller will provide parts and service at no charge. Programmable LED Signs feature a five year parts Warranty. Other new signage both manufactured and installed by Seller carries a ninety day workmanship Guarantee, all effective from our installation date. Extended Warranties, when purchased, extend the initial Warranty on Programmable LED Signs to six years total for both parts and service, three years on other lighted signs. The Forever™ Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever™ Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever™ Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever™ Guarantee to the cost of the new sign. Forever™ Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one year Warranty on any parts we replace in our signs, non-Solarbrite™ lamps excluded. All parts replaced in competitive signs are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that **THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.**

9. **UNAUTHORIZED MODIFICATIONS.** Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.

10. **DEFAULT BY PURCHASER.** This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.

11. **OWNERSHIP.** Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.

12. **LIMITED LIABILITY. PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF $50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.**

13. **LAW AND FORUM FOR DISPUTES.** This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.

14. **OTHER.** This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

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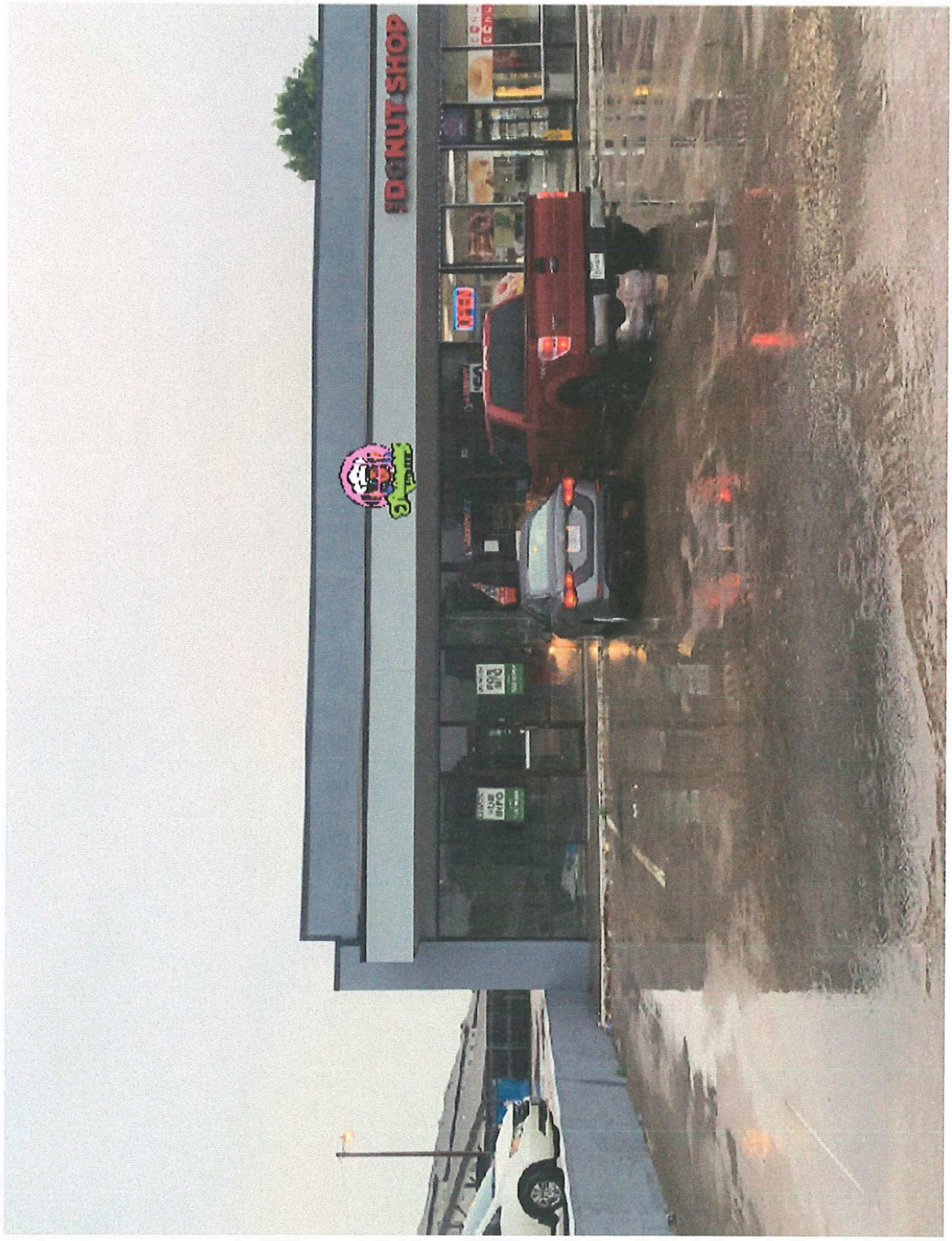
PAPA JOHNS
283-2222
DONUTS
104" inches
Poles 5'3" wide


DONUT SHOP

Fwd: Estimate - Sign Quote 1950 from EZSignworks - SISTERGIRLS WINDOWS & DOORS DIGITAL PRINT VINYL GRAPHICS

From: Sistergirls' Kitchen (sistergirlskitchen@gmail.com)

To: reneecook25@yahoo.com

Date: Wednesday, July 24, 2024 at 06:27 PM CDT

---------- Forwarded message ---------
From: **EZSIGNWORKS** <quickbooks@notification.intuit.com>
Date: Wed, Jul 24, 2024, 4:35 PM
Subject: Estimate - Sign Quote 1950 from EZSignworks - SISTERGIRLS WINDOWS & DOORS DIGITAL PRINT VINYL GRAPHICS
To: <sistergirlskitchen@gmail.com>
Cc: <signs@ezsignworks.com>

QUOTE 1950

EZSIGNWORKS

DUE 08/31/2024

$721.40

Review and pay

Powered by QuickBooks

Hello,

Your quote is enclosed in the attached document. To proceed, kindly review, sign, and email back the quote and proof for approval. Once we receive your

signed quote and proof, we will promptly send you an invoice for payment.

Should you have any questions, feel free to reach out. We eagerly anticipate working with you.

Have a wonderful day!

EZSignworks
1184 Explorer St. Unit G
Duncanville, TX 75137

(469) 888-2068
www.EZSignworks.com

EZSIGNWORKS

1184 Explorer St Unit G Duncanville, TX 75137

+14698882068 signs@ezsignworks.com www.EZSignworks.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

intuit quickbooks

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Estimate_1950_from_EZSIGNWORKS.pdf
21.5kB

sistergirls - windows & door digital print graphics.pdf
1.4MB

Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-24-24

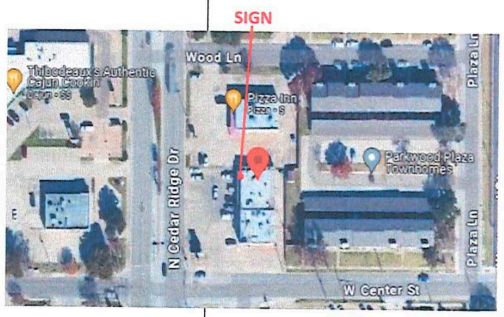
Scope of Work

MANUFACTURE & INSTALL: DIGITAL PRINT GRAPHICS ON WINDOWS & DOORS

Material: Digital Print Vinyl

INSTALLATION

-Digital prit vinyl installed direct to windows & doors per drawing.



EZ SIGNWORKS

LISTED E477506

TDLR ELECTRICAL SIGN CONTRACTOR 18682

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 _____

Grease Trap.

1444 North Central Expy
McKinney, TX 75070
(866) 487-9911

REMIT TO:
Lawton Commercial Services
PO Box 1179
McKinney, TX 75070

BILL TO
Sister Girls Kitchen
108 North Cedar Ridge Drive #110
Duncanville, TX 75116 USA

Josh Campbell M37980
Texas State Board of Plumbing Examiners
PO Box 4200 Austin, TX 78765
1-800-845-6584
www.tsbpe.texas.gov

ESTIMATE	ESTIMATE DATE
103598467	Jul 25, 2024

JOB ADDRESS
Sister Girls Kitchen
108 North Cedar Ridge Drive #110
Duncanville, TX 75116 USA

Job: 103526379
Technician: Juan Terrazas
Technician: Robert Juliano

ESTIMATE DETAILS

Install Grease Trap: Remove grease trap in building and redirect drain lines to back of building. Saw cut and break concrete floor in building and exterior at back of building to install and direct grease lines to new trap to be installed. Use sch. 40 PVC pipe and fittings to run drain lines from fixture drains in kitchen to new trap.
After inspection, backfill soil and pour back concrete in trenches and over grease trap.
Not responsible for floor or wall repair or replacement. Any unforeseen repairs or modifications necessary to complete the project not included in this bid will be additional.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
SF1	(A) Service Fee: Service Fee	1.00	$104.00	$104.00
PERMIT	City Pemit: Process and handling of city permit	1.00	$350.00	$350.00
LB1	Labor Rate (7am-6pm): Per hour charge between the hours of 7 am and 6 pm	32.00	$159.00	$5,088.00
ALB	Apprentice Labor: Apprentice Labor	32.00	$105.00	$3,360.00
ALB	Apprentice Labor: Apprentice Labor	32.00	$105.00	$3,360.00
SUB	Subcontractor: Excavation and Concrete Subcontractor	1.00	$11,205.00	$11,205.00

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
GENMAT	Grease Trap Delivery and Set Test Well and Lid Risers	1.00	$16,207.52	$16,207.52
GENMAT	PVC Pipe and Fittings	1.00	$2,960.84	$2,960.84

POTENTIAL SAVINGS	$0.00
SUB-TOTAL	$42,635.36
DUNCANVILLE 2%	$852.71
STATE 6.25%	$2,664.71
TOTAL	$46,152.78

Thank you for choosing Lawton Commercial Services

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Lawton Commercial Services (hereby referred to as LCS) as a good faith estimate of work to be performed at Sister Girls Kitchen and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Due to the volatility of material pricing, LCS's vendors are not guaranteeing their prices after (7) days. Therefore, LCS reserves the right to review pricing for (7) days. Due to the COVID-19 pandemic, please be informed that some manufacturing and lead times of equipment and materials may be affected, which is out of LCS's control, and could impact the schedule. Also, due to the current economics and limited resources, some materials and equipment may not be able to be acquired due to shortages which can impact the schedule, which is out of LCS's control and cannot be held responsible for.

Sign here Date

Compose

Inbox 363K
Unread
Starred
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Documents
Emails to myself
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Credits
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2011 GOOD RESUME
2011 RESUME
2017 Resume
Bank of America 130
Brand New Resume
Carmen
CARRIE 10
CHILD CARE
Daddy 87
Debbie Franklin 10
Diane Myers
DirectTV 14
eric renter
FCIC FOOD
Good Asssssssssss Re...
house infom
Impor 313
invoice for oak cliff c...
Jobs 115
Johnson 24
kocy
LEASE AGREEMENT F...
Lisa
MOTHER 1
nc 15

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Fwd: Sisters Restaurant 3 Yahoo/Inbox ☆

Sistergirls' Kitchen Mon, Jun 17 at 2:02 PM ☆
From: sistergirlskitchen@gmail.com
To: Renee Cook

Sistergirls' Kitchen
sistergirlskitchen@gmail.com
+ Add to contacts

1

---------- Forwarded message ---------
From: **Sistergirls' Kitchen** <sistergirlskitchen@gmail.com>
Date: Mon, Jun 17, 2024, 2:00 PM
Subject: Fwd: Sisters Restaurant
To: Vicki McCoy <vickimccoy50@gmail.com>

---------- Forwarded message ---------
From: **Shonda Craig** <shondafreeman@gmail.com>
Date: Mon, Jun 17, 2024, 1:55 PM
Subject: Fwd: Sisters Restaurant
To: Sistergirls' Kitchen Restaurant <sistergirlskitchen@gmail.com>

Plumbing quote, including the purchase and installation of a new grease trap.

Thanks

---------- Forwarded message ---------
From: **Patrick Pinkney** <pmplumb@yahoo.com>
Date: Mon, Jun 17, 2024 at 12:05 PM
Subject: Sisters Restaurant
To: Shonda Craig <shondafreeman@gmail.com>

Good morning
Below is the proposal for Restaurant in Duncanville
I am available to discuss if necessary

PMP PLUMBING, LLC
222 Church St Suite # 112
Desoto, Tx 75115
800 866 2650 offc

Restaurant
C/0 Ms Renee or Ms Shonda
106 N Cedar Ridge
Duncanville, TX 75116

Gas line
1) Reroute appx 35 ft of 2" black steel pipe gas pipe from ceiling area to five gas appliances with commercial quick disconnect flex lines, gas valves

$ 2,200 - Labor
$ 1,100 - Material /gas pipe/fittings
$ 925 Quick Disconnect ($185 each @ 5)
$ 4,225 - Total

Grease Trap / Grease sewer line
2) Saw Cut appx 64 ft of concrete 18' wide to accommodate three floor drains, three floor sinks,
3) Saw Cut concrete on exterior of building at rear of property. Dig 6'x6'x6' cavity to accommodate new grease trap with cleanouts and vent pipes

$ 1,800 - Saw Cut
$ 700 - Dumpster
$ 3,500 - Repour concrete/Rebar
$ 6,300 - Plumbing Labor
$ 2,339 - Plumbing Material
$ 14,639 - Total

$ 8,700 - 500 gal Grease Trap
$ 23,339 - Total

Set Fixtures
4) Install customer provided (2) three compartment sinks. (2) hand sinks, 40 electric water heater, (1) Toilet, (1) Pedestal Sink

$ 2,500 - Labor
$ 150 - Permit

(363,351 unread) - reneecook25@yahoo.com - Yahoo Mail https://mail.yahoo.com/d/folders/1/messages/587109

Compose

Inbox 363K
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Spam
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Travel

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New Folder
2 resume
2011 GOOD RESUME
2011 RESUME
2017 Resume
Bank of America 130
Brand New Resume
Carmen
CARRIE 10
CHILD CARE
Daddy 87
Debbie Franklin 10
Diane Myers
DirectTV 14
eric renter
FCIC FOOD
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Impor 313
invoice for oak cliff c...
Jobs 115
Johnson 24
kocy
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Lisa
MOTHER 1
nc 15

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Fwd: Sisters Restaurant 3 Yahoo/Inbox

Sistergirls' Kitchen ---------- Forwarded ı Mon, Jun 17 at 4:30 PM

Renee Cook ----- Forwarded Message --- Mon, Jun 17 at 5:17 PM

Sistergirls' Kitchen Fri, Jul 12 at 4:09 PM
From: sistergirlskitchen@gmail.com
To: Renee Cook

--------- Forwarded message ---------
From: **Shonda Craig** <shondafreeman@gmail.com>
Date: Mon, Jun 17, 2024, 4:22 PM
Subject: Fwd: Sisters Restaurant
To: Sistergirls' Kitchen Restaurant <sistergirlskitchen@gmail.com>

Revised quote w/o grease trap relocation.

--------- Forwarded message ---------
From: **Patrick Pinkney** <pmplumb@yahoo.com>
Date: Mon, Jun 17, 2024 at 3:33 PM
Subject: Sisters Restaurant
To: Shonda Craig <shondafreeman@gmail.com>

PMP PLUMBING, LLC
222 Church St Suite # 112
Desoto, Tx 75115
800 866 2650 offc

Revised :
Sister Restaurant
C/0 Ms Renee or Ms Shonda
106 N Cedar Ridge
Duncanville, TX 75116

Gas line
1) Reroute appx 35 ft of 2" black steel pipe gas pipe from ceiling area to five gas appliances with commercial quick disconnect flex lines, gas valves
$ 2,200 - Labor
$ 1,100 - Material /gas pipe/fittings
$ 925 Quick Disconnect ($185 each @ 5)
$ 4,225 - Total

Grease Trap / Grease sewer line
2) Saw Cut appx 28 ft of concrete 18' wide to accommodate three floor drains, three floor sinks,
3) Replace 100 gal existing grease trap in same location with new unit
$ 1,200 - Saw Cut
$ 700 - Dumpster
$ 2,500 - Repour concrete/Rebar
$ 4,300 - Plumbing Labor
$ 1,450 - Plumbing Material
$ 2,700 - 100 gal/lbs Grease Trap
$ 12,850 - Total

Set Fixtures
4) Install customer provided (2) three compartment sinks. (2) hand sinks, (1) Toilet, (1) Pedestal Sink

$ 2,000 - Labor
$ 150 - Permit
$ 2,150 - Total

$ 19,225 Overall Total

* Master Plumber requires $ 11,000 on start date $ 6,000 at completion of rough In plumbing below floor and repour concrete and remaining balance of $ 2,225 at completion of job.
* 1 Yr Warranty on Plumbing
* Duration of job 10 to 14 days
* Customer responsible for sheetrock, tile

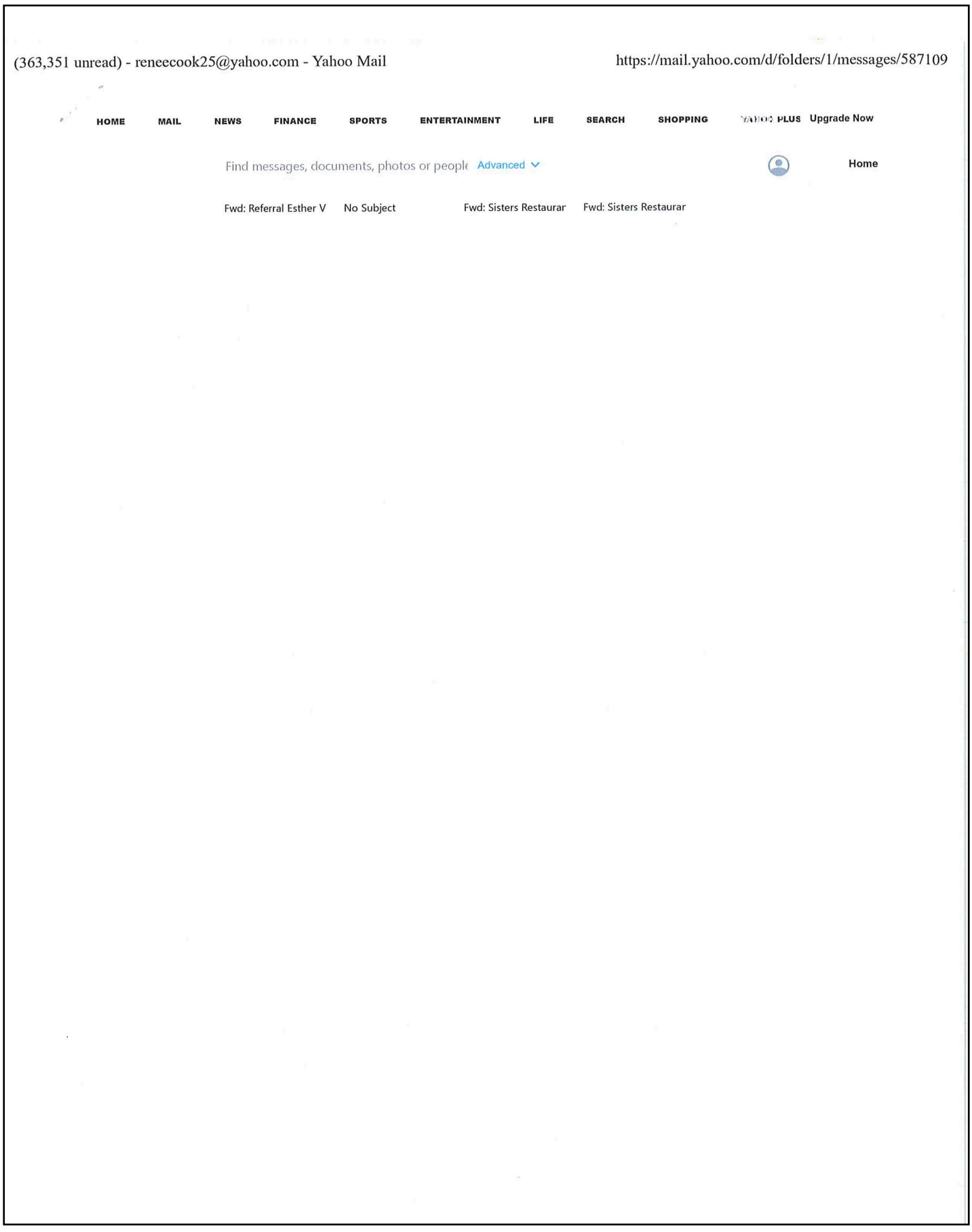
Yahoo Mail: Search, Organize, Conquer

12

Sistergirls' Kitchen
sistergirlskitchen@gmail.com
+ Add to contacts

2

7/12/2024 4:10 PM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FINANCE
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ENTERTAINMENT
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YAHOO! PLUS
Upgrade Now
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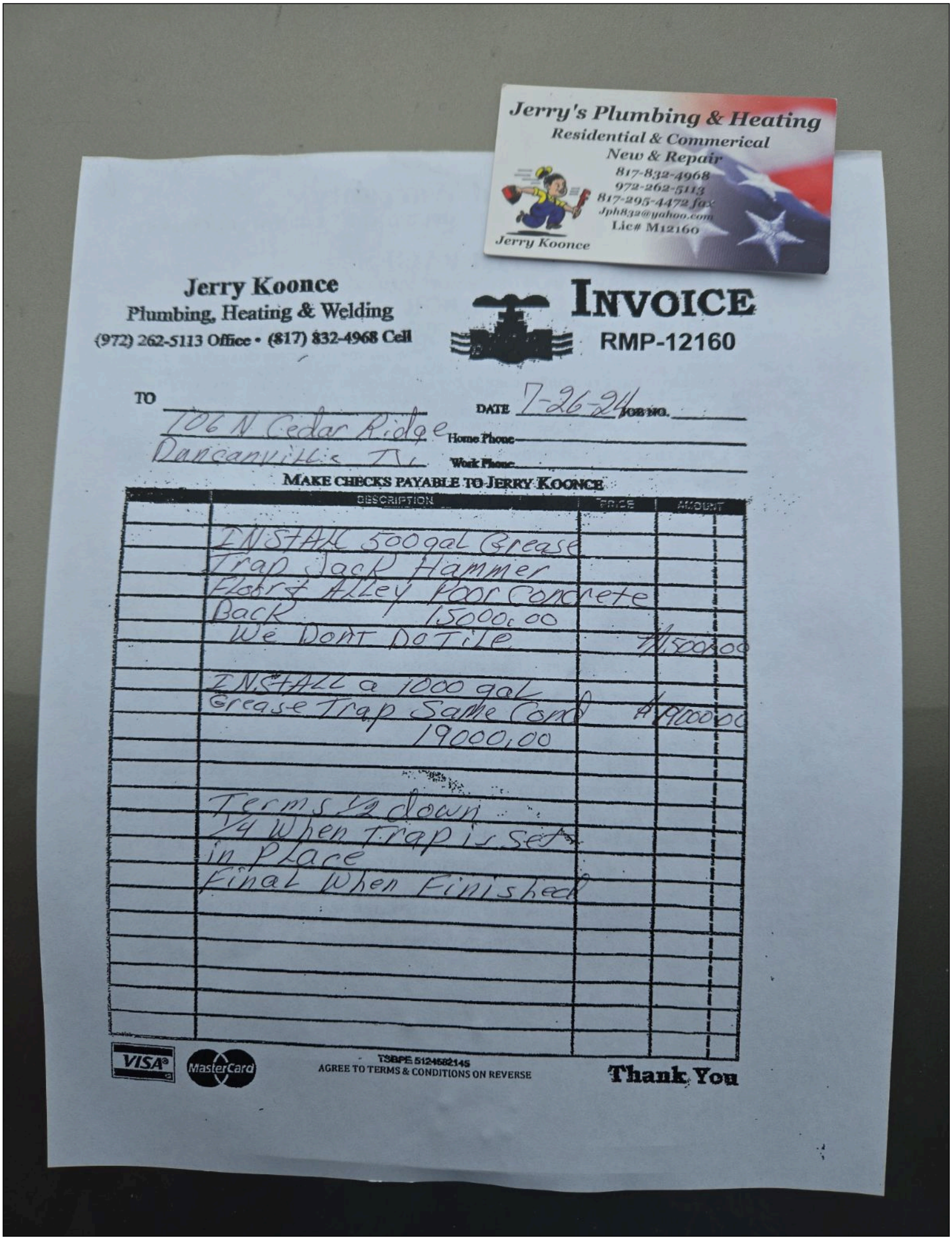
No Subject
Fwd: Sisters Restaurar
Fwd: Sisters Restaurar



Jerry Koonce
Plumbing, Heating & Welding
(972) 262-5113 Office • (817) 832-4968 Cell

INVOICE
RMP-12160

TO 706 N Cedar Ridge
Duncanville TX

DATE 7-26-24 JOB NO.
Home Phone
Work Phone

MAKE CHECKS PAYABLE TO JERRY KOONCE

	DESCRIPTION	PRICE	AMOUNT
	INSTALL 500gal Grease Trap Jack Hammer Floor & Alley Poor Concrete Back 15000.00 We Dont Do Tile		15000.00
	INSTALL a 1000 gal Grease Trap Same Cond 19000.00		19000.00
	Terms 1/2 down 1/4 When Trap is set in Place Final When Finished		

VISA MasterCard

TSBPE 5124582145
AGREE TO TERMS & CONDITIONS ON REVERSE

Thank You

Michael Clayton
All-Metro Plumbing
512 N. Hampton Rd.
Desoto, Texas 75115
Texas State # M-38989
Tsbpe P.O. Box 4200
Austin, Texas 78765-4200

E S T I M A T E

Renee Cook
Cedar Ridge
Duncanville Texas

Estimate # 00032110

Estimate Date 07/26/2024

Item	Description	Unit Price	Quantity	Amount
	The concrete double lid grease trap 1000 gal. with sample well.	10000.00	1.00	10,000.00
	Demo and excavate ground ,	5000.00	1.00	5,000.00
	Install new grease trap with gravel and other material to set it	5000.00	1.00	5,000.00
	Repair concrete in alley and haul off all debris from installation	5500.00	1.00	5,500.00

Subtotal	25,500.00
+ Tax (8.25%)	2,103.75
Total	27,603.75
Amount Paid	0.00
Estimate	$27,603.75

Sistergirls' KITCHEN

Sistergirls' KITCHEN
108 N. Cedar Ridge Dr
Duncanville, TX 75116

945-265-0101
sistergirlskitchen.com
sistergirlskitchen@gmail.com

Allow 24-72 Hours For Catering Orders

Special Events

* Baby Showers
* Graduations
* RePass
* Weddings
* Quinceañera
* Family Reunions

We also Cater to any and all events.

Menu

Sistergirls does not COOK IN PORK!

All meals include 2 Vegetables and Cornbread or a Dinner Rolll

BEEF	Meat Only	Meal
Beef Tips w/Rice	$9.50	$19.00
Meat Loaf	$7.65	$15.45
Oxtails w/Rice	$21.95	$32.95
Salisbury Steak	$7.65	$15.45
Short Ribs	$21.95	$29.65

CHICKEN	Meat Only	Meal
Baked Chicken w/Dressing	$8.25	$15.95
Chicken Tetrazzini	$8.25	$15.95
Turkey Wings	$11.00	$20.50

PORK		
Pig Feet	$9.50	$19.00
Neckbones	$9.30	$18.80

FRIED FOODS	Meat Only	Basket 1 Side	Meal 2 sides
Catfish	$10.00	$14.75	$19.30
Chops/Smoothed	$9.30	$14.05	$18.80
Chicken Fried Chicken	$9.30	$14.05	$18.80

GRILLED			
Catfish	$10.00	$14.75	$19.30
Pork Chops	$9.30	$14.05	$23.50
Chicken	$9.30	$14.05	$23.50

SIDES $4.75 ea

- Cabbage
- Fries
- Fried Okra
- Greens
- Greens Beans
- Hush Puppies (6)
- Mac & Cheese
- Mashed Potatoes
- Purple Hull Peas
- Yams
- Veggie Plate $14.25

DESSERTS

Banana Pudding	$6.25
Chess Pie	$4.25
Germany Chocolate Cake	$6.25
Sweet Potato Pie	$4.25
Pound Cake	$5.00
Sweet Potato Pie	$4.25
Specialty Cakes	$6.25

DRINKS

Kool-Aid or Tea	$2.00
Soda	$2.00
Cup Of Ice	$1.00

SPECIAL ORDERS ALLOW 24 HOUR NOTICE PLEASE

Whole Cakes **Whole Pies**

Specialty Cakes

Sistergirls' KITCHEN

108 N. Cedar Ridge Dr

Duncanville, TX 75116

SISTER GIRLS KITCHEN BIDS

SIGNAGE BIDS	INFRASTRUCURE BIDS
EZ SIGNWORKS $4,797.72	JERRY KOONCE $19, 225.00
SIGNS MANUFACTURING $8,377.00	MICHAEL CLAYTON ALL-METRO PLUMBING $27,603.75
G SIGNS & GRAPHICS $4,500.00	LAWTON PLUMBING $4,152.78

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Consider a resolution authorizing approval of Duncanville Community & Economic Development Corporation (DCEDC) Incentive/Design Grants for an amount not to exceed $50,000 to 214 Woodhaven LLC located at 214 Woodhaven Boulevard, Duncanville, TX 75116

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Victor Barrera, Director, Economic Development
LoLecia Day, Assistant Director, Economic Development

BACKGROUND/HISTORY:
214 Woodhaven Boulevard is a twelve (12) bay automotive warehouse that is currently occupied by eleven (11) Duncanville businesses, several of which have been in business for over 10 years. Mr. Christopher Stone, a real estate investor, purchased the property in April, 2024.

In August 2024, Mr. Stone submitted his Grant Application to DCEDC staff. His initial ask was one hundred twenty-five thousand, one hundred eighty-six dollars ($125,186.00). He requested this amount to acquire the property, to repair the fire damage, to add fire line(s) and to add a fire suppression system. His application included two bids for a fire suppression system install and a fire suppression system plan approved by Duncanville FD subject to noted corrections which was dated May 17, 2023.

The grant application was presented to the DCEDC board during a Special Called Meeting on September 9, 2024.

After deliberation, the board approved a total reimbursable grant amount not to exceed a total of fifty thousand dollars ($50,000.00) to help with installation of the fire suppression system and subsequent costs.

Initially, Mr. Stone wanted to resubmit his application, but ultimately decided to accept the board's decision.

POLICY EXPLANATION:
The grant was approved September 2024 by the DCEDC board, the grant requires city council approval before any funding is granted.

FUNDING SOURCE:

ORG and Object Number
12051000-708501

Available Budget	Purchase Amount	After Encumber
$2,221,750	$50,000	$2,171,750

ACTION ALTERNATIVES:
1. Approved funding in the amount of $50,000.00.
2. Do not provide funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-327 - DCEDC Grant - 214 Woodhaven, LLC -- 214 Woodhaven Boulevard - Pdf
woodhaven development agreement
214 Woodhaven, LLC Complete Packet
2024-09-09 DCEDC Special Called Meeting Minutes (002)

RESOLUTION NO. 2024-327

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 214 WOODHAVEN, LLC IN AN AMOUNT THAT SHALL NOT EXCEED $50,000.00 FOR A BUILDING LOCATED AT 214 WOODHAVEN 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, 214 Woodhaven, LLC, occupies the building located at 214 Woodhaven Boulevard, Duncanville, Texas, 75116; and

WHEREAS, 214 Woodhaven, LLC, intends to install a fire suppression system in the building; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed fifty thousand dollars and zero cents ($50,000.00) for water line tapping and the replacement of concrete for the installation of a fire suppression system for the building.

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 214 Woodhaven, LLC for reimbursement of improvements made for an infrastructure grant in an amount not to exceed fifty thousand dollars and zero cents ($50,000) for water line tapping and the replacement of concrete for the installation of a fire suppression system for the building, 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 15th day of October, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS	§	ECONOMIC DEVELOPMENT
	§	INCENTIVE AGREEMENT
COUNTY OF DALLAS	§	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and 214 Woodhaven, LLC, acting by and through Christopher Stone, Owner, its duly authorized representative (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 214 Woodhaven Blvd, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the infrastructure grant for the water line tapping and the replacement of concrete for the installation of a fire suppression system in an amount not to exceed fifty-thousand dollars ($50,000.00); and

WHEREAS, reimbursement of incentive funds is conditional on The Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and securing a bona fide lease agreement with a tenant; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase

the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **March 17, 2025**, unless otherwise terminated as provided for in this

ARTICLE III. GRANT

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 214 Woodhaven Blvd, Duncanville, Texas 75116 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of $50,000.00 for an infrastructure grant for the water line tapping and the replacement of concrete for the installation of a fire suppression system of the building occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF 214 WOODHAVEN, LLC

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development infrastructure improvements for the water line tapping and the replacement of concrete for the installation of a fire suppression system incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be actually made at the address indicated herein; and

(b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article

III the business incurred before March 17, 2025 at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of 214 Woodhaven Blvd, Duncanville, Texas 75116, the promises in the agreement; and

(d) Water line tapping and the replacement of concrete for the installation of a fire suppression system incentive grant shall mean an amount not to exceed $50,000.00 for improvements to the water line tapping and the replacement of concrete for the installation of a fire suppression system incentive grant improvements for the property owned by the Applicant located at 214 Woodhaven Blvd, Duncanville, Texas 75116; and

(e) Receive a certificate of occupancy on or before March 17, 2025; and

(f) Pay any property or City sales tax due before or on March 17, 2025; and

(g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of
Owner's Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funs owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's to conduct an audit all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: 214 Woodhaven, LLC
Attention: Christopher Stone
214 Woodhaven Blvd
Duncanville, Texas 75116

With a copy to:

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

City: City of Duncanville
Attention: Douglas Finch
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to

create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on September 17, 2024.

214 WOODHAVEN, LLC

Chris Stone

By: Christopher Stone
Its: Owner
Date: 9-11, 2024

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

Kenneth Govan

By: Kenneth Govan
Its: Board President
Date: 9-12, 2024

CITY OF DUNCANVILLE

_____

By: Douglas Finch
Its: City Manager
Date: _____, 2024

214 Woodhaven, LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Christopher Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Owner of 214 Woodhaven, LLC, and that they are authorized by said to execute the foregoing instrument as the act of such 214 Woodhaven, LLC, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of September, 2024.

Tanya Harrison
Notary Public in and for the State of Texas

Tanya Harrison
Type or Print Notary's Name

My Commission Expires:
9-10-27

TANYA HARRISON
Notary Public, State of Texas
Notary ID 225733-7
My Commission Exp. 09-10-2027

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Kenneth Govan, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of September, 2024.

Lisa Wren
Notary Public in and for the State of Texas

Lisa Wren
Type or Print Notary's Name

My Commission Expires:
06/08/2024

NOTARY PUBLIC STATE OF TEXAS
Lisa Wren
Notary Public
State of Texas
ID # 13375772-7
Comm. Expires 06/08/2026

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

From: Christopher Stone
To: Jeremiah Brewer
Subject: Fwd: City of Duncanville DCEDC Policy Guidelines and Application
Date: Tuesday, August 20, 2024 11:13:23 AM
Attachments:
1721397184_IMG1827.jpeg
Untitled attachment 00557.htm
1721397210_IMG1826.jpeg
Untitled attachment 00560.htm
1721397267_IMG1823.jpeg
Untitled attachment 00563.htm
1721397291_IMG1822.jpeg
Untitled attachment 00566.htm
1721397319_IMG1821.jpeg
Untitled attachment 00569.htm
1721397337_IMG1820.jpeg
Untitled attachment 00572.htm
214 Woodhaven Duncanville SPRINKLER 1-18-24.pdf
Untitled attachment 00575.htm
Battson Underground Quote.pdf
Untitled attachment 00578.htm
Est_4722_from_Excel_Coring__Concrete_Cutting_Inc._15144.pdf
Untitled attachment 00581.htm
WAREHOUSE @ 214 WOODHAVEN BLVD.pdf
Untitled attachment 00584.htm

Hi Jeremiah,

Attached are some photos for my file.

In short, I purchased this property back in April. A fire broke out in December of 2023, significantly damaging four of the suites. Prior to the fire, the building had suffered for years from serious deferred maintenance. I purchased the property with the intent to repair the damage and complete a thorough rehab of the property in order to provide a safer environment for the tenants and a more aesthetically pleasing property for the neighborhood. I am underway on major repairs/renovations, to include a partial new roof, new insulation, new wiring and plumbing and renovating the offices and bathrooms at a total project cost for all rehabilitation/improvement work of around $300,000. The primary improvement I have planned is the addition of a fire suppression system, which alone will require an investment of between $125,000 to $150,000. In order to make such a significant commitment, I am hopeful for and counting on some financial assistance from the city. Please let me know if you have any questions and I am excited about the opportunity to invest in Duncanville.

Please confirm receipt.

Thank you,
Chris Stone
(972) 210-1624

Incentives & Grants Assistance Application

Property Owner 214 Woodhaven LLC
Mailing Address 755 James Drive
City Richardson State & Zip Texas/75080
Phone 972-210-1624 Fax _____ Email chris.stone07@gmail.com

Project Representative Christopher Stone
Mailing Address 755 James Drive
City Richardson State & Zip Texas/75080
Phone 972-210-1624

Business Name 214 Woodhaven LLC
Property Address 214 Woodhaven Boulevard, Duncanville, Texas 75116
Will You Lease or Own the Property? Own Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business Real Estate Investor Years in Business 8
Business Plan and Portfolio Available? No (If yes, please attach)

Project Description

Acquire fire damaged and dilapidated, 12-bay automotive warehouse on Woodhaven Boulevard. Repair fire damage (walls, bathrooms, office space, roof), renovate bathrooms and offices, exterior paint, resolve flooding/drainage issues, add fire suppression system (sprinklers)

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

20,000 Square Feet, May 2024

Fiscal Impact / Financial Background
Current Real Property Value $ 400,000
Estimated Property Investment (if applicable) $ 300,000
Current Sales / Gross Receipts / Revenue Generated $_____
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 $_____
What infrastructure construction would be required? New water line to serve fire sprinkler system

Interior Investments $ 50,000 Exterior Investments $ 250,000

Are you entering into a Loan? _____ 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 _____ Total Annual Payroll $ _____
Type of Jobs Created _____

Percentage of Employees who will be Duncanville Residents _____
Number of Full-time Employees _____ Number of Part-time Employees _____

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.

☐ **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 $ _____

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.

☐ **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** Fire Suppresion Amount Requested $ 125,186

Fire Suppresion

Fire Suppresion

Total Grant Amount Requested $ 125,186

******If <u>all requirements</u> 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.***

<u>AGREEMENT</u>: 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 Christopher Stone **Date** 08/15/24

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

PROLINE

Utility Services LTD,
"Piping Texas Since 2001"

March 16, 2024
RE: Proposal for Fire Line
214 Woodhaven BLVD
Duncanville, Texas

We agree to furnish labor, equipment, and material to install:

Fire Line
60'of 6" DR-14 C-900 pipe, one hot connection to existing 6" main, concrete thrust blocks, bore underneath existing building, sawcut, remove, replace existing concrete floor, Plans designed and submitted to the Fire Department, compaction, testing of pipeline, trench safety, valves, and necessary fittings, for the sum of.

Total Amount: $ 29,640.00

Road Cut
120 sqft of pavement sawing, removing, haul off, and replacement, traffic control, metal roadway plates, for the sum of.

Total Amount: $ 10,146.00

Total Amount Contract: $ 39,986.00

Conditions:

I. Unless expressly stated, the cost of the following items are not included in Our bid:

.

a. Density testing of backfill.
b. Engineering/ Construction Staking
c. Compressive strength of testing of concrete
d. Other testing that may be required by the owner or owner's agent.
e. Storm water pollution protection
f. Landscape, Irrigation and/or Sod
g. Underground obstructions including but not limited to rock, water and sloughing soils.
h. Water Meters, impact fees, (temporary or permanent)
i. Inspections fees, bonds,
j. Adjustment of existing utilities

Richard Norris
817-228-8675
rnorris@prolineutilityservice.com
prolineutilityservice.com

PO Box 382091
Duncanville, TX 75138-2091
Office: 972-298-2772
Fax: 972-421-0034
www.autosprinkleroftx.com

January 11, 2024

RE: Warehouse Located at 214 Woodhaven Blvd. / Duncanville, TX

We are pleased quote the fire sprinkler scope based on the following items:

- Provide design & submittal for review to the Fire Marshal's office
- Provide design & submittal for review to an approved 3rd party Plan Reviewer
- Provide permit fee, labor, materials & equipment
- Design is based Ordinary Hazard Group 2 requirements for a wet-pipe system
- Black steel schedule 10 pipe with grooved fittings and schedule 40 pipe with threaded fittings to be installed
- Quote includes (50) drops with chrome pendent sprinklers to be installed in offices, restrooms, or other rooms with finished ceilings
- Install a double check back-flow assembly at the riser location
- Schedule an inspection with the Fire Inspector

QUOTE: $152,195.00 plus taxes
-Quote is valid for 30 days from the date listed above
-Payment terms are Net 30
-Require 90% of payments paid before a final inspection is scheduled
-Quote is based on units being cleaned up so that we may use man-lifts to maneuver
-Priced to be completed during normal hours

EXCLUSIONS: Fire alarm scope, utility scope, dry-pipe or specialty systems, adequate water supply, fire pump, water storage tank, requirements for storage applications, any additional scope not specified above, taxes

ACCEPTANCE OF PROPOSAL: The quoted price, scope, exclusions, and conditions are satisfactory and hereby accepted. I authorize ASOT to proceed with work as specified on the preceding page:

Printed Name **Signature** **Date** **Billing Info**

Thank you for providing Automatic Sprinkler of Texas, Inc. with an opportunity to provide this quote. If you have any questions, please contact me.

Sincerely,

Bob Fairchild

Battson Contracting Co.,Inc.

P.O. Box 747
Lancaster, Texas 75146
972-227-6888 Fax: 972-227-6191

January 25, 2024

Bid# U2705 Proposal for 214 Woodhaven Fire Line, Duncanville, Texas

We propose to furnish labor, equipment, and materials to install:

- **Private Water Improvements**
  6" DR14 Fire Line, 6" Gate Valves, 6 DCVA in Vault, 6" Connect To Existing 6" Water Main, 6" Building Riser w/ Cap (1' AFF), Trench Safety, Haul Off Spoils and necessary fittings. See attached Scope of Work.

$ 92,742.00

Total Bid **$92,742.00**

**** If P&P Bond is required, please add 2.5% to Total Bid**

Note: Quoted price **includes** warranty, native backfill, material sales tax, trench safety, remove and replace paving, traffic control, haul off spoils, staking and testing. Quoted price **excludes** 3-way contracts, bonds, fire line drawings and submittal, permit fees, inspection fees, meter fees, landscape repair, and/or relocation of existing utilities, if required. Pricing is based on civil drawings only. Pricing on other drawings not included.

Battson Contracting is a service-oriented utility contractor. We make every effort to meet deadlines and work closely with clients in meeting their goals. Our company has an established safety policy, drug policy, and Haz-Com policy to minimize problems and improve performance. We look forward to working with you in the future.

Thank you for the opportunity to submit this proposal.

Sincerely,

Grant Fincher

Grant Fincher
Estimator

"...to God be the Glory"

Utility Scope of Work

Bid# U2705 Proposal for 214 Woodhaven Fire Line, Duncanville, Texas

ITEM	DESCRIPTION	QUANTITY	UNIT
	6" DR14 Fire Line	65	LF
	6" Gate Valves	3	EA
	6" DCVA in Vault	1	EA
	6" Building Riser w/ Cap (1' AFF) into existing slab	1	EA
	6" x 6" Tee (Cut In)	1	EA
	6" 90* Bend	1	EA
	Sawcut	158	LF
	Remove & Replace Paving	17	SY
	Flowable Fill (under paving)	24	CY
	Haul Off Spoils	7	CY
	Traffic Control, Barricades & Plaing	1	LS
	Testing	1	LS

"...to God be the Glory"

TERMS AND CONDITIONS

TERMS

I. Partial invoices shall be submitted on the 25th day of each month for the portion of work completed as of that date less retainage of 10% or as per contract between owner and general, whichever is less.

II. Partial invoices become net due and payable on the 10th day of the month following.

III. Final invoice, including retained amounts, is net due and payable 30 days after completion and acceptance by owner's agent of our portion of the work.

IV. All prices are good for thirty (30) days from date of the proposal.

CONDITIONS

I. **Unless expressly stated in the aboe inclusions**, the cost of the following items are not included in our bid:

1. Permits or Licenses
2. Engineering or layout work
3. Density testing of backfill
4. Compressive strength testing of concrete
5. Other testing that may be required by the owner or owner's agent
6. Performance and payment bond
7. Stormwater pollution protection
8. Landscape and/or sod
9. Removal of surplus excavation
10. Relocation of existing utilities
11. Does not include BIM or CAD Modeling.
12. City inspection fees
13. Overhead Sprinkler Contractor to Supply Apporoved Undground Drawings.

II. Bid prices based upon acceptance of bid in its entirety, unless otherwise stated. Contract awards based upon portions of this proposal are subject to review and/or adjustment prior to acceptance.

III. Bid prices based on all work being performed Monday through Friday, 7:00 AM to 5:00 PM, unless otherwise stated.

IV. Full access is to be coordinated and arranged for by the customer, owner or owner's agents.

Proof of Insurance is available upon request.

Battson Contracting is licensed by the Texas Commission on Fire Protection for the installation of Underground Fire Mains. Texas Commission on Fire Protection Registration No: SCR-0445-U. Responsible Managing Employee: Jimmy D. Battson, License No: RME-U-1744235.

Battson Contracting is on the approved contractor list for Oncor ED and AT&T.

"...to God be the Glory"

GENESIS FIRE

615 N Kaufman
Seagoville, TX 75159
972.287.9836
www.genesisfire.com

1-18-24

To: Mitch Lee

Re: 214 Woodhaven
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 new 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 chrome semi recessed pendent. Our scope begins 1' AFF in riser room on the street side of the building.

Base Bid $ 96,650.00

This proposal does not include the underground fire line coming in to the building from the street. You need another contractor to run that line – as discussed.

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.

QUOTATION for: FIRE SPRINKLER SYSTEM

3/18/2024

To:	Project
	Automotive Building (214 Woodhaven)
	Duncanville, Texas
Att: Christopher Stone	
972-210-1624	

CENTRAL FIRE PROTECTION, INC.
10550 Olympic Drive
Dallas, TX 75220-4428
TEL-214.496.9797 FAX 214.496.9201

www.centralfireprotection.net

Scope Of Work

1. Furnish all equipment, materials, labor, supervision and services necessary for or incidental to design and installation of a DRY PIPE SPRINKLER SYSTEM per NFPA #13, and as shown or indicated on the drawings and specifications provided by owner/contractor.
2. Price is based on (1) multi bay automotive building, and is per the plans, specifications, addendums, and state and local codes. Additional materials and/or labor caused by changes or deviations to the plans and specifications originally provided, unless negotiated prior to commencement of work, will be charged accordingly.
3. Submit all necessary shop drawings, plans, flow calculations and hydraulic information for approval by the appropriate Authority Having Jurisdiction (AHJ).
4. Our work will commence inside the project at a flange, (one foot above finished floor), and is based on providing a dry system.
5. All piping to be black dyna flow with steel fittings.
6. All sprinklers to be brass uprights and chrome, quick response, semi-recessed, with trim.
7. Provide all hoisting, permit fees, plan review fees, and freight to the job site.
8. All material shall be UL/ or FM listed for automatic Fire Sprinkler System.
9. All fire caulk, nail plates, and signage per NFPA.

Exclusions

1. Electrical, Alarm or Central Monitoring Services	**6. Heat Trace**
2. Temporary Fire Protection, If Required	**7. Any painting of pipe**
3. Fire Extinguishers/Hose Valve Cabinets	
4. Transfer Switch/Break Tank/Fire Pump	
5. Any Outside Underground Utility Work	

Conditions

1. Owner/Contractor to provide Material Staging Area	
2. Owner/Contractor to provide Electrical Power during Construction	
3. Owned/Contractor to provide necessary drawings in Cad	
or Similar electronic format at no cost to Central Fire Protection.	

Base Bid Price

DRY SPRINKLER SYSTEM **$85,200.00**

ALTERNATES

Alternate #	Alternate Description	Alternate Charges
Alternate #1		
Alternate #2		
Alternate #3		

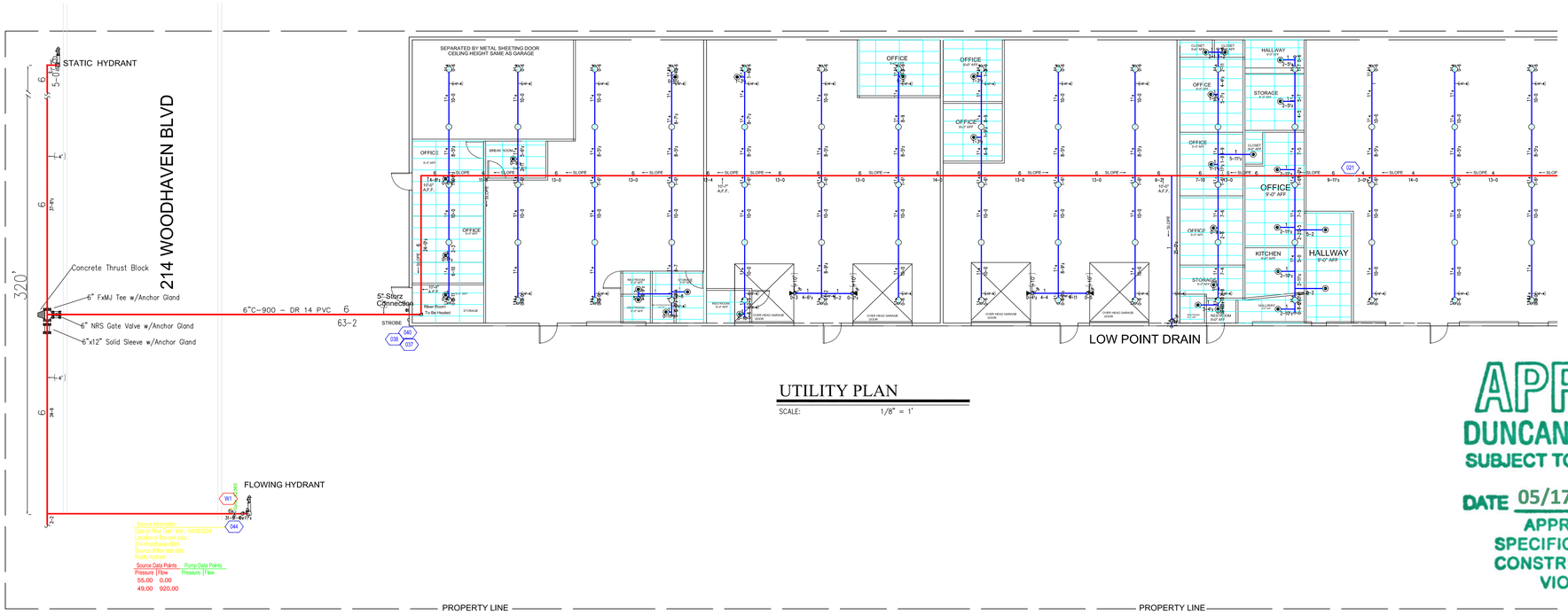
TOTAL PRICE

Ben Shipman
Vice President
Central Fire Protection
Ph. 214.496.9797 x 112
Cell 972.877.6130
Ben@centralfireprotection.net

Label1

Devin Kelly
Senior Estimator
Central Fire Protection
Ph. 214.496.9797 x 116
Cell 817.988.0506
Devin@centralfireprotection.net

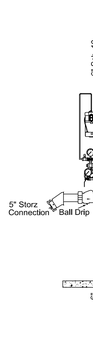
$85,200.00



UTILITY PLAN

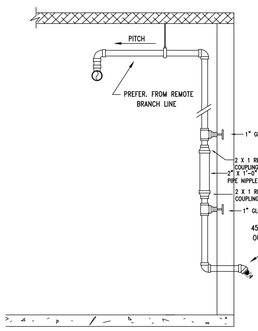
SCALE: 1/8" = 1'

APPROVED
DUNCANVILLE FIRE DEPT.
SUBJECT TO CORRECTIONS NOTED
DATE 05/17/2023 BY
APPROVAL OF PLANS OR SPECIFICATIONS SHALL NOT BE CONSTRUED TO SANCTION ANY VIOLATION OF CODE.



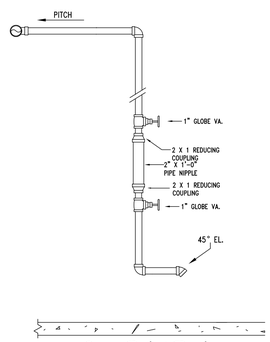
RISER DETAIL

SCALE: None



Inspectors Test Valve

SCALE: None



Low Point Drain

SCALE: None

CENTRAL FIRE PROTECTION, INC.
10550 OLYMPIC DR.
DALLAS, TX 75220
TEL- 214.496.9797
FAX- 214.496.9201

FLOW TEST RESULTS

JOB NAME: Automotive (Duncanville)
JOB ADDRESS: 214 Woodhaven Blvd Duncanville, TX

STATIC HYDRANT LOCATION:
FLOW HYDRANT LOCATION: Woodhaven Blvd.

OUTLET SIZE: 2.5" # OF OUTLETS FLOWED: 1

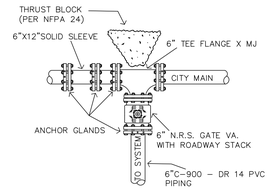
STATIC: 55 psi
RESIDUAL: 49 psi
PITOT: 30 psi FLOW: 970 gpm

DATE: 05/03/24
TIME: 9:00 a.m.
BY: Central Fire
WITNESS: Duncanville
WEATHER: Overcast

SKETCH

CITY FLOW TEST

SCALE: None



UNDERGROUND CONNECTION

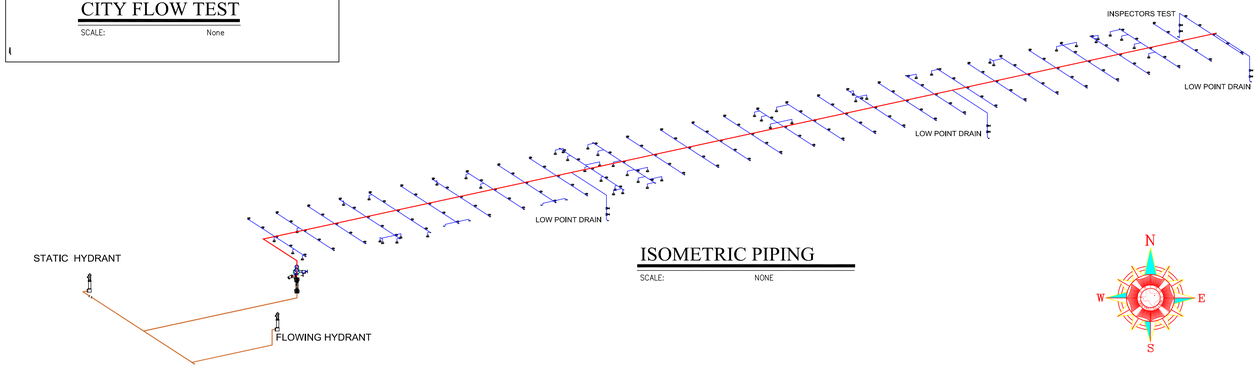
SCALE: None

INSTALLING UNDER CONTRACTOR

UNDERGROUND GENERAL NOTES:

1) ALL UNDERGROUND MATERIALS & INSTALLATION TO CONFORM TO UL, N.F.P.A. #24 & THE CITY OF Duncanville TX.
2) ALL PVC SHALL BE CLASS 200 JOHN MANSVILLE BLUE BRUTE, OR EQUAL.
3) ALL FITTINGS SHALL BE MECHANICAL JOINT.
4) ALL DUCTILE IRON PIPE & FITTINGS ARE TO BE POLY-WRAPPED.
5) EMBEDMENT, TRENCH BACKFILL, AND CONCRETE THRUST BLOCKS SHALL CONFORM TO N.F.P.A. #24, CITY SPECIFICATIONS, 2000 PSI CONCRETE. ALL PIPE IN CUSHION SAND BACKFILL WITH 12" LAYER REMAINDER TO BE COMMON BACKFILL WITH A MINIMUM OF 36" COVER.
6) ALL NEW UNDERGROUND TO BE HYDROSTATICALLY TESTED AT 200 PSIG FOR A MINIMUM OF 2 HOURS.
7) ALL NEW UNDERGROUND TO BE FLUSHED IN ACCORDANCD WITH NFPA #24.
8) VALVES IN VAULT (IF APPLICABLE) TO BE SUPPORTED WITH CONCRETE BASE.
9) ALL UNDERGROUND FIRELINE PIPING, VALVES, ETC. SHALL BE INSTALLED AND TESTED BY:

COMPANY Proline Utility Service
ADDRESS 9501 Swafford Rd Justin,Tx 76247
PHONE 817-228-8675
SCR# U-650
RME-U (NAME & RME#) Richard Norris RME-U-0769
RME-U SIGNATURE:



ISOMETRIC PIPING

SCALE: NONE

CENTRAL FIRE PROTECTION INC.
10550 OLYMPIC DRIVE, DALLAS, TEXAS 75220
Phone:(214) 496-9797 FAX: (214) 496-9201

AUTOMOTIVE BUILDING:
214 WOODHAVEN BLVD. DUNCANVILLE TX.

CONTRACTOR: CHRISTOPHER STONE

CENTRAL FIRE PROTECTION

K-FACTOR	ORIFICE	TEMP	COUNT
5.6	1/2	155	0
5.6	1/2	200	51
5.6	1/2	200	4

SKU	QTY	MODEL
RK5644		1/2" HORIZ BRASS
RK5714		1/2" CHROME DRY PENDENT
RK2626		1/2" BRASS SIDEWALL

SYSTEM	
WET	■
DRY	
DELUGE	
PREACTION	
FOAM/	
ANTIFREEZE	

DESIGN CRITERIA
OCCUPANCY: EXTRA HAZARD: GRD 2
CLASS: GRD 2
DENSITY: .20
CALCULATED AREA/REMOTE SPACE:
HOSE STREAM ALLOWANCE:
STORAGE HEIGHT: N/A

REVIEWING AGENCY
CITY OF DUNCANVILLE

DEVELOPER/OWNER

DESIGNER
Bud Shipman

NOTES:
TOTAL HEADS FOR SHEET
TOTAL HEADS FOR PROJECT

REVISIONS

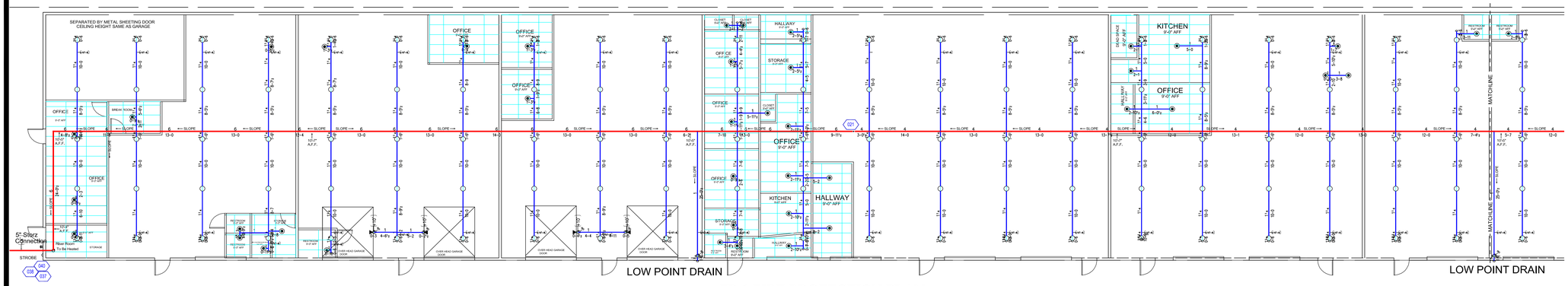
NO	DESCRIPTION

DRAWING DATE:
4/4/2024
CFP PROJECT #
24170

I have reviewed these plans and certify that they comply with the adopted NFPA standards.
Central Fire Protection Inc.
10550 Olympic Drive
Dallas, Texas 75220
214.496.9797
SCR-0601
RME-Signature
Printed RME Name: Buddy L Shipman
RME - 4571 Date: 4/4/2024

☐ AS-BUILT ☒ SUBMITTAL ☐ OTHER

SHEET NO.:
FP-UG



FP-1 FIRE PROTECTION PLAN

SCALE: 1/8" = 1'-0"

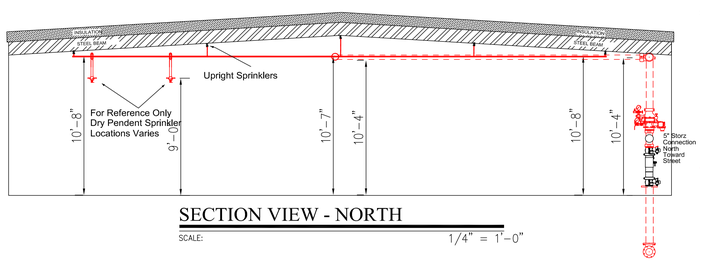
GENERAL NOTES:

1. SEE FIRE PROTECTION EQUIPMENT DATA FOR ALL APPLICABLE MATERIALS AND EQUIPMENT INSTALLED UNDER THIS CONTRACT.
2. THIS SET OF FIRE PROTECTION DRAWINGS AND CALCULATIONS HAVE BEEN DESIGNED IN COMPLIANCE WITH ALL STATE AND LOCAL CODES AND/OR THE OWNERS INSURANCE UNDERWRITER'S REQUIREMENTS.
3. ALL MATERIALS, DEVICES, AND HANGERS INSTALLED UNDER THIS CONTRACT SHALL BE U.L. LISTED.
4. ALL MATERIALS, DEVICES AND HANGERS SHALL BE INSTALLED IN ACCORDANCE WITH THEIR LISTINGS AND APPLICABLE NFPA ENGINEERING STANDARDS.
5. UNDERGROUND UTILITIES SHALL BE INSTALLED BY OTHERS.
6. ALL INTERIOR AND EXTERIOR UNDERGROUND PIPING, VALVES, ETC..SHALL BE INSTALLED, TESTED AND FLUSHED IN ACCORDANCE WITH NFPA 13 & 24 REQUIREMENTS AND ALL APPLICABLE STATE AND LOCAL STANDARDS BY THE INSTALLING CONTRACTOR.
7. THE UNDERGROUND INSTALLATION CONTRACTOR SHALL PROVIDE THE GENERAL CONTRACTOR WITH AN APPROVED "MATERIALS & TEST CERTIFICATE" BEFORE THE ABOVE GROUND PIPING IS CONNECTED TO THE UNDERGROUND PIPING.
8. ANY AND ALL ELECTRICAL AND/OR ALARM WIRING, CONNECTIONS AND TERMINATIONS SHALL BE BY OTHERS.
9. IT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER TO PROVIDE, INSTALL AND MAINTAIN AN APPROVED MONITORING SYSTEM OF ALL FIRE PROTECTION SYSTEM ELECTRICAL COMPONENTS AS REQUIRED BY THE AHJ.
10. IT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER TO PROVIDE ADEQUATE HEAT THROUGHOUT THE FACILITY WHERE WET PIPE SPRINKLER SYSTEMS ARE PRESENT TO PREVENT FREEZING (40°F).
11. ALL SPRINKLER PIPING PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL BE SEALED WITH AN APPROVED MATERIAL EQUAL TO THE RATING OF THE ASSEMBLY.
12. ALL NEW SPRINKLER PIPING INSTALLED UNDER THIS CONTRACT SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH ALL APPLICABLE NFPA, STATE AND LOCAL STANDARDS.
13. UPON COMPLETION:
    - *A SPARE HEAD BOX WITH ADEQUATE SPRINKLERS AND WRENCHES WILL BE INSTALLED PER NFPA.
    - *HYDRAULIC PLACARDS, CARE & MAINTENANCE CARDS AND 24 HOUR PHONE NUMBER SHALL BE POSTED AT RISER LOCATION.
    - *COMPLETE OPERATIONS AND MAINTENANCE MANUALS SHALL BE PROVIDED.
    - *COMPLETE CONTRACTORS MATERIALS AND TEST CERTIFICATES SHALL BE PROVIDED.
    - *ALL SYSTEM CONTROL VALVES SHALL BE LEFT FULLY OPEN AND IN SERVICE.
    - *ALL SYSTEM DEVICES SHALL BE IDENTIFIED PER NFPA REQUIREMENTS.
14. ADEQUATE DRAINAGE OF FIRE PROTECTION PIPING SHALL BE PROVIDED FOR PER NFPA REQUIREMENTS.
15. SEISMIC BRACING IS NOT PART OF THIS CONTRACT.
16. CHLORINATION OR MIC TESTING/TREATING OF FIRE PROTECTION PIPING IS NOT PART OF THIS CONTRACT.
17. SYSTEM RISER AND ALL VALVES WILL LABELED.
18. FIRE EXTINGUISHERS AND CABINETS ARE NOT PART OF THIS CONTRACT UNLESS SPECIFICALLY NOTED OTHERWISE.
19. FIRE PROTECTION MAIN PIPING SHALL BE LABELED
20. CENTERING OF SPRINKLER HEADS IN CEILING TILE IS NOT PART OF THIS CONTRACT UNLESS SPECIFICALLY NOTED OTHERWISE.
21. PROTECTION OF ELECTRICAL DEVICES, SUCH AS CIRCUIT BREAKER PANELS, FROM WATER DISCHARGE SHALL BE BY OTHERS.
22. ALL REQUIRED KNOX BOXES SHALL BE PROVIDED AND INSTALLED BY OTHERS.
23. ABOVE GROUND PIPING:
    ALL PIPING SHALL BE IN ACCORDANCE WITH NFPA 13 (LATEST EDITION)

    UNLESS SPECIFICALLY NOTED OTHERWISE ALL FIRE PROTECTION PIPING SHALL BE BLACK STEEL ASTM A135/A795 (ALLIED DYNA-THREAD OR EQ) USING COMPATIBLE STEEL THREADED FITTINGS.

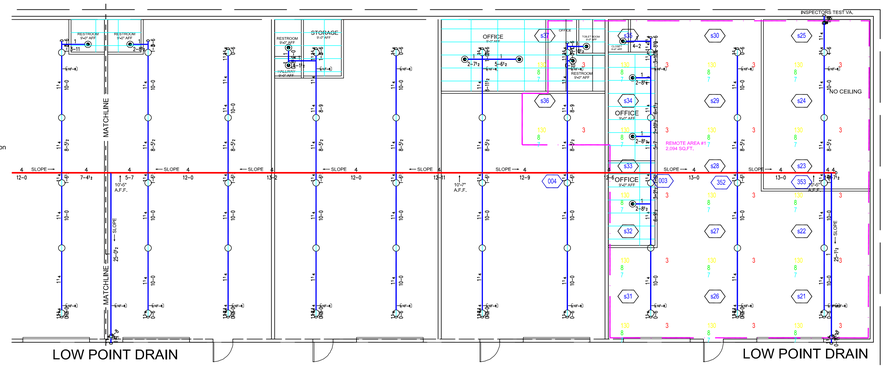
    ALL OTHER PIPE SHALL BE THINWALL BLACK STEEL ASTM A135/A795, (ALLIED SUPER-FLO/DYNA-FLOW OR EQ) WITH ROLLED GROOVE JOINTS AND WELDED OUTLETS COMPATIBLE WITH THE FITTINGS USED.

    ALL #150 CAST IRON SCREWED FITTINGS SHALL MEET ANSI B.16.4 REQUIREMENTS
    ALL #150 CAST IRON FLANGED FITTINGS SHALL MEET ANSI B.16.1 REQUIREMENTS
    ALL GROOVED FITTINGS SHALL MEET ASTM A536 REQUIREMENTS
    ALL METHODS OF JOINING PIPE SHALL BE IN ACCORDANCE WITH NFPA 13 SECTION 2-5.



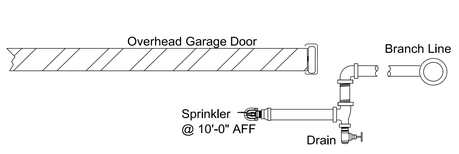
SECTION VIEW - NORTH

SCALE: 1/4" = 1'-0"



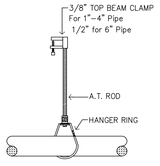
FP-1 FIRE PROTECTION PLAN

SCALE: 1/8" = 1'-0"



OVERHEAD DOOR SPRINKLER

SCALE: None



HANGER DETAIL

NOT TO SCALE

DRY SYSTEM CAPACITY: 550 U.S. GALLONS

DRY SYSTEM NOTES:

1. ALL DRY SYSTEM MAINS SHALL BE SLOPED TO INCLINE TOWARDS AN APPROVED DRAIN LOCATION.

2. ALL MAINS SHALL BE SLOPED @ ½" PER EVERY 10'-0" OF RUN TOWARDS DRAIN LOCATION.

3. ALL SYSTEM BRANCHES SHALL BE SLOPED @ ½" PER EVERY 10'-0" OF RUN TOWARDS THE SUPPLY MAIN.

4. ELEVATIONS AND ROUTING SHALL BE CLOSELY COORDINATED WITH OTHER TRADES DURING CONSTRUCTION SO AS TO ACHIEVE COMPLIANCE WITH THE ABOVE CRITERIA.

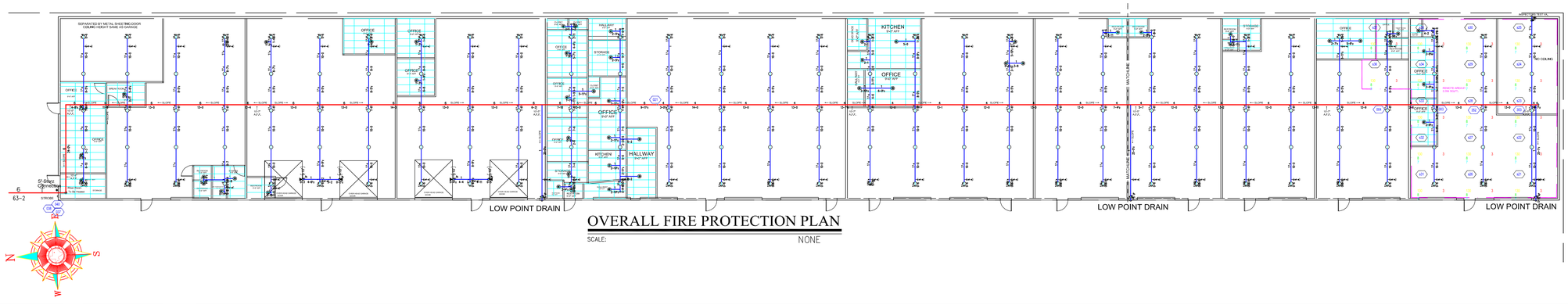
5. *ALL DRY PIPE VALVES SUPPLYING SYSTEMS OVER 750 U.S. GALLONS SHALL BE EQUIPPED WITH U.L. LISTED QUICK OPENING DEVICES.

Calculation results for Design Area 3 - Single Main

This system as shown on _____ company print no _____ dated _____
for Automotive Shops at _____
contract no _____ is designed to discharge at a rate of 0.2 gpm/ft² (L/min/m²) of floor area over a maximum area of 2150 ft² when supplied with water at a rate of 475.2 gpm at 39.8 psi at the base of the riser.
Hose stream allowance of _____ is included in the above.

Occupancy classification: Ord2 — Number of heads flowing: 17
Commodity classification: _____ — System Type: Dry
Maximum storage height: _____ — Maximum velocity: 14.22 ft/s
Storage arrangement: _____

Flow from In-Rack sprinklers:	0 gpm	Pressure Required at Source:	39.8 psi
Flow from Overhead sprinklers:	475.2 gpm	Pressure Available at Source:	51.1 psi
Flow from Inside Hoses:	0 gpm	Surplus Pressure at Source:	11.4 psi
Flow from Outside Hoses:	0 gpm	Design Area 3	Dry System
Other fixed flows:	0 gpm	Single Main	
Total flow in system piping:	475.2 gpm	Hydraulic Calculations using Hazen-Williams Method	
Additional flow at/beyond source:	250 gpm	Occupancy Classification:	Ord2
Total of all flows:	725.2 gpm	Design Area Density:	0.2
		Additional Outside Hose:	250
		Design Area Size:	2150
		Notes:	



OVERALL FIRE PROTECTION PLAN

SCALE: NONE

CENTRAL FIRE PROTECTION INC.
10550 OLYMPIC DRIVE, DALLAS, TEXAS 75220
Phone: (214) 496-9297 FAX: (214) 496-9201

AUTOMOTIVE BUILDING
21± WOODHAVEN BLVD. DUNCANVILLE TX.

CONTRACTOR: CHRISTOPHER STONE

CENTRAL FIRE PROTECTION

SYM	SIN	MODEL	K-FACTOR	ORIFICE	TEMP.	COUNT
○	RA5422FRBS	UPRIGHT BRASS	8.0	17/32	212	155
■	RA5422	RA5514PROBE DRY PENDENT	5.6	1/2	200	51
◀	RA5514PROBE	RA5514PROBE SIDEWALL	5.6	1/2	200	4

SYSTEM: WET ■ | DRY | DELUGE | PREACTION | FOAM | COMBO

DESIGN CRITERIA
OCCUPANCY: OFFICE/RETAIL
HAZARD: LIGHT/ ORD. 2
CLASS: ORD. 2
DENSITY: .20
CALCED AREA: RETAIL SPACE
AREA PER SPRINKLER: VARIES
STORAGE HEIGHT: N/A
NOTES:

TOTAL HEADS FOR SHEET: 210
TOTAL HEADS FOR PROJECT: 210

REVEMING AGENCY
CITY OF DUNCANVILLE

DEVELOPER/OWNER

DESIGNER
Bud Shipman

REVISIONS

NO.	DATE

DRAWING DATE: 4/4/2024

CFP PROJECT #: 24170

I have reviewed these plans and certify that they comply with the adopted NFPA standards.

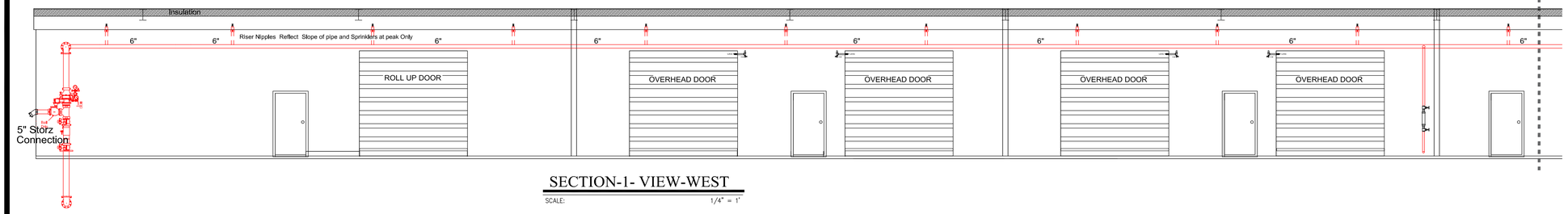
Central Fire Protection Inc.
10550 Olympic Drive
Dallas, Texas 75220
214 496 9797
SCR-0621

RME-Signature: _____
Printed RME Name: Buddy L. Shipman
RME - 2271 - Date: 1/2024

☐ AS-BUILT ☒ SUBMITTAL ☐ OTHER

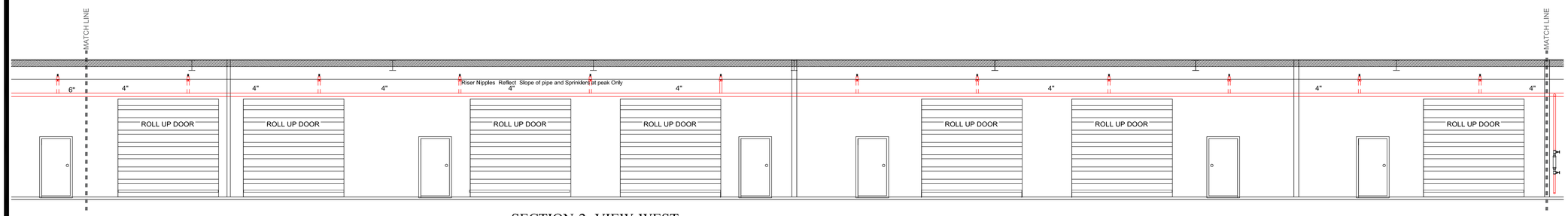
SHEET NO.:

FP-1



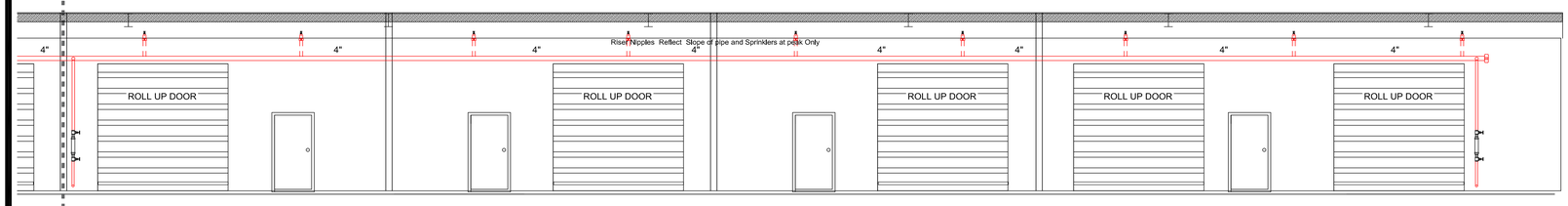
SECTION-1- VIEW-WEST

SCALE: 1/4" = 1'



SECTION-2- VIEW-WEST

SCALE: 1/4" = 1'

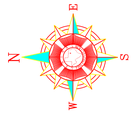


SECTION-3- VIEW-WEST

SCALE: 1/4" = 1'

OVERALL SECTION- VIEW-WEST

SCALE: NONE



CENTRAL FIRE PROTECTION INC.
10550 OLYMPIC DRIVE, DALLAS, TEXAS 75220
Phone: (214) 496-9797 FAX: (214) 496-9201

AUTOMOTIVE BUILDING
214 WOODHAVEN BLVD. DUNCANVILLE TX.

CONTRACTOR: CHRISTOPHER STONE

CENTRAL FIRE PROTECTION

NODE	SYM	QUANTITY	MANUFACTURER	MODEL	K-FACTOR	ORIENT.	TEMP	COVER AREA
SSU		144	VIKING	VK412	5.6	1/2	200	121
HEAD		51	VIKING	VK574	5.6	1/2	200	91
CHROME		4	VIKING	VK426	5.6	1/2	200	4
DRY PENDENT								
BRASS SIDEWALL								
TOTAL HEADS FOR SHEET								0
TOTAL HEADS FOR PROJECT								200

SYSTEM
- WET ■
- DRY
- DELUGE
- PREACTION
- FOAM
- FOAM/WATER
- ANTIFREEZE

DESIGN CRITERIA
- OCCUPANCY: COMMERCIAL
- HAZARD: LIGHT/ ORD. 2
- CLASS: ORD. 2
- DENSITY: .20
- CALCED AREA/RETAIL SPACE
- AREA PER SPRINKLER: VARIES
- STORAGE HEIGHT: N/A
- NOTES: N/A

REVIEWING AGENCY
CITY OF DUNCANVILLE

DEVELOPER/OWNER

DESIGNER
Bud Shipman

REVISIONS

NO	DESCRIPTION

DRAWING DATE:
4/4/2024

CFP PROJECT #
24170

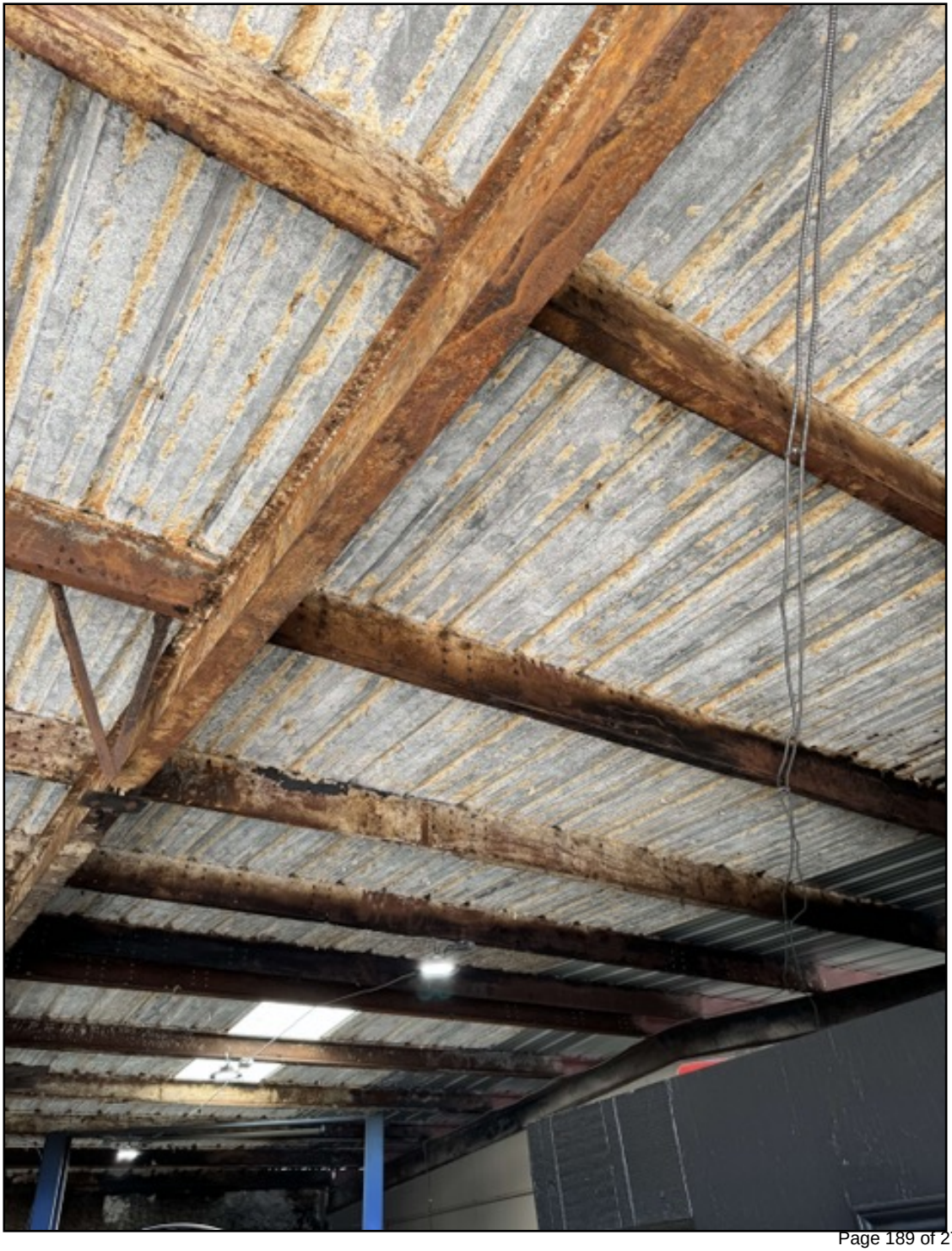
I have reviewed these plans and certify that they comply with the adopted NFPA standards.

Central Fire Protection Inc.
10550 Olympic Drive
Dallas, Texas 75220
214.496.9797
BCR-0821

RME-Signature: Bud Shipman
Printed RME Name: Buddy L Shipman
RME - 2015 Date: 3/11/24

AS-BUILT ☑ SUBMITTAL ☐ OTHER

SHEET NO.:
FP-2



THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) BOARD MINUTES
SPECIAL CALLED MEETING
SEPTEMBER 9, 2024

A Special Called meeting of the Duncanville Community and Economic Development Corporation (DCEDC) Board of Directors was held on Monday, September 9, 2024, at 6:00 PM in the City Council Briefing Room.

Board Members in Attendance:

Kenneth Govan	President
Charles Reed	Vice President
Gregory Zylka	Board Member
Marlon Goff	Board Member
Donella Payne	Board Member

Board Members Not in Attendance:

Tonya Savage	Board Member

Staff Present:	Victor Barrera	Economic Development Director
	LoLecia Day	Economic Development, Assistant Director
	Jeremiah Brewer	Economic Development Coordinator
	Coye Dube	Executive Assistant

City Council Present:

Don McBurnett	Councilmember-District 2

CALL TO ORDER

The meeting was called to order by President Govan at 6:02 PM.

INVOCATION

The Invocation was given by Board Member Zylka.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the U.S. and Texas Flags were recited.

ITEM NO. 1 CITIZEN'S PUBLIC FORUM

President Govan read the Item into record.

Jeremiah Brewer, Economic Development Consultant, stated no comment.

ITEM NO. 2 DISCUSS AND CONSIDER POSSINLE ACTION REGARTDING AND APPLICATION FOR HOTEL OCCUPANCY TAX FUNDS BY THE DUNCANVILLE COMMUNITY THEATRE LOCATED AT 106 SOUTH MAIN STREET, DUNCANVILLE, TX 75116

The hot fund request is for $32,000 to support ongoing performances and operations for the 2024-2025 season through early 2025-2026. The funds will be allocated for marketing brochures, magazine advertisements, production expenses—including scenery, props, lighting, scripts, and costumes—as well as facility costs. The theatre holds historical significance in Duncanville and provides valuable benefits to the community.

ITEM NO. 3 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR HOTEL OCCUPANCY TAX FUNDS BY THE GREAT AMERICAN SHOOT-OUT (GASO) LOCATED AT 12405 WATER OAK DRIVE, FORT WORTH, TEXAS 76244

The hot fund request is for $60,000. This funding will help cover approximately 3,000 hotel nights for out-of-town teams. A portion of the funds will also be allocated for gym rentals, staffing, referees, and insurance. We anticipate an expected attendance of over 20,000 from out-of-town visitors, with an additional 10,000 attendees from within the county.

ITEM NO. 4 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR HOTEL OCCUPANCY TAX FUNDS BY THE DUNCANVILLE CHAMBER OF COMMERCE LOCATED AT 300 EAST WHEATLAND ROAD, DUNCANVILLE, TEXAS 75116

The hot fund request is for $22,800 for the visitor center operations.

ITEM NO. 5 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR SPONSORSHIP BY THE DUNCANVILLE CHAMBER OF COMMERCE LOCATED 300 EAST WHEATLAND ROAD, DUNCANVILLE, TEXAS 75116

Video recording ended

ITEM NO. 6 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR HOTEL OCCUPANCY TAX FUNDS BY THE DUNCANVILLE LIONS CLUB LOCATED AT PO BOX 383025 DUNCNVILLE, TEXAS 75137

ITEM NO. 7 DISCUSS AND CONSIDER POSSIBLE ACTION REGADING AN APPLICATION FOR HOTEL OCCUPANCY TAX FUNDS BY HOOPFEST BASKETBALL, LLC LOCATED AT 5565 DEER CREEK DRIVE, DALLAS, TEXAS 75228

ITEM NO. 8 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR INCENTIVE AND GRANT ASSISTANCE BY 214 WOODHAVEN BOULEVARD, DUNCANVILLE, TEXAS 75116

ITEM NO. 9 DISCUSS AND CONSIDER POSSIBLE ACTION REGARDING AN APPLICATION FOR SPONSORWHIP FOR THE SEPTEMBER 16TH MEXICAN INDEPENDENCE DAY CELEBRATION

ITEM NO. 10 CONDUCT A PUBLIC HEARING ON THE FOLLOWING ITEMS:

- ***a. ITEM 2 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – DUNCANVILLE COMMUNITY THEATRE***
- ***b. ITEM 3 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – GREAT AMERICAN SHOOT-OUT (GASO)***
- ***c. ITEM 4 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – DUNCANVILLE CHAMBER OF COMMERCE***
- ***d. ITEM 5 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – DUNCANVILLE CHAMBER OF COMMERCE***
- ***e. ITEM 6 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – DUNCANVILLE LIONS CLUB***
- ***f. ITEM 7 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – HOOPFEST BASKETBALL***
- ***g. ITEM 8 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – 214 WOODHAVEN, LLC***
- ***h. ITEM 9 OF THE SEPTEMBER 9, 2024 DCEDC AGENDA – MEXICAN INDEPENDENCE DAY CELEBRATION***

ITEM NO. 11 EXECUTIVE SESSION

In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.071 – Consultations with City Attorney, or special counsel, regarding pending or contemplated litigation:

- NO ITEMS

In accordance with the Texas Government Code, the DCEDC shall convene into closed executive session pursuant to the following section: Section 551.087 (2) – Deliberation Regarding Economic Development Negotiations, to deliberate the offer of a financial or other incentive to a business prospect:

1. DUNCANVILLE COMMUNITY THEATRE
2. GREAT AMERICAN SHOOT-OUT (GASO)

3. DUNCANVILLE CHAMBER OF COMMERCE (HOT)
4. DUNCANVILLE CHAMBER OF COMMERCE SPONSORSHIP
5. DUNCANVILLE LIONS CLUB
6. HOOPFEST BASKETBALL
7. 214 WOODHAVEN, LLC
8. MEXICAN INDEPENDENCE DAY CELEBRATION SPONSORSHIP

ITEM NO. 12 RECONVENE INTO OPEN SESSION

ITEM NO. 13 TAKE ANY NECESSARY OR APPROPRIATE ACTION AS A RESULT OF CLOSED EXECUTIVE SESSION

Item #2: Duncanville Community Theater (DCT)

- **Request:** HOT Funds Grant Amount: $32,000
- **Outcome:** Approved $25,000 in HOT Funds for production expenses that qualify.

Item #3: Great American Shoot-Out (GASO)

- **Request:** HOT Funds Grant Amount: $60,000
- **Outcome:** Tabled for further discussion.

Item #4: Chamber of Commerce Visitation Center

- **Request:** HOT Funds Grant Amount: $22,800
- **Outcome:** Tabled for further discussion.

Item #5: Duncanville Chamber of Commerce Sponsorship

- **Request:** HOT Funds Grant Amount: $16,570 in total sponsorship funding
- **Outcome:** Approved.

Item #6: Sandra Meadows Basketball Tournament

- **Request:** HOT Funds Grant Amount: $75,000
- **Outcome:** Tabled for further discussion.

Item #7: Hoopfest Basketball Tournament

- **Request:** HOT Funds Grant Amount: $85,000
- **Outcome:** Tabled for further discussion.

Item #8: 214 Woodhaven Boulevard, Duncanville, TX 75116

- **Request:** DCEDC Incentive Grant Amount: $125,186 (Infrastructure Grant)
- **Outcome:** Approved up to $50,000 for water tapping and concrete replacement.

Item #9: Mexican Independence Day Celebration

- **Request:** DCEDC Sponsorship Grant Amount: $50,000
- **Outcome:** Approved up to $50,000.

ADJOURNMENT

The DCEDC September 9, 2024, Regular Meeting adjourned at 9:30 PM.

APPROVED:

_____

KENNETH GOVAN
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC)
PRESIDENT

ATTEST:

_____

COYE DUBE
ECONOMIC DEVELOPMENT EXECUTIVE ASSISTANT

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
City Council to receive a briefing on the Mexican Independence Day 2024 budget and activities, provide for the City Council to discuss and provide direction for future Mexican Independence Day celebrations, if needed.

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:
Victor Barrera, Director of Economic Development
LoLecia Day, Assistant Director of Economic Development

BACKGROUND/HISTORY:
On September 16, 2024, the city of Duncanville acknowledged the 40% of its population that is of Hispanic Heritage, and took another step toward its goal of "building a diverse community" by hosting it's first Mexican Independence Day Celebration. Citizens said they felt like they had finally been seen, accepted and welcomed into their own community. The day was a heartfelt tribute to Mexican culture, fostering pride and connection among residents of Duncanville.

The event began at 4pm on Monday, September 16, 2024 at Armstrong Park and ended at 9pm on the same day. After the parade, the Mexican Consulate kicked off the festivities in the park by performing El Grito. According to Placer Ai reports, there were about three-thousand, forty six-hundred people in attendance (3.46k) and they stayed in the park for an average of 75 minutes enjoying the plethora of entertainment.

Entertainment
The Ballet Folkloric Group from Central Elementary School in Duncanville started the evening with their beautiful display of talent and costumes; parents and citizens were extremely proud to see the stunning display of Mexican pride and Hispanic Heritage.
3 Amigos Entertainment was responsible for the entertainment on stage for the evening. Three Amigos Entertainment group is made up of Mauri Reynosa also known from his radio days as "Mean Mauri" who was the MC for the evening, even translating our Mayor's speech. Cesar Villa is a Dallas

business owner and Oliver Aguilar, a 20+ year resident of Duncanville and the person who initiated working with the city on this event.

Millicia del Rancho has played all over the country, and the lead singer, Martin, is a current Duncanville resident and Duncanville ISD alumni who has wanted to perform in his city for a while; he was very excited to be a part of the celebration in his hometown; both of the other two bands, La Nacion Nortena and Internacional Sonora Elite are also well known internationally. Also on the stage was Christopher Reeve aka DJ Reeve who kept music going throughout the night. The backdrop, sound and lighting was done by Adame-Sound Lighting.

Parade
The parade was about one mile long, starting at 6:30 pm and concluding before 7pm; it started in front of Reed Middle School and concluded on E. Nance Street. It included over 25 entries including two vehicles from our biggest sponsor, Clay Cooley, three monster tow trucks, convertibles, various beautifully decorated floats and vehicles, custom cars from the United Low Rider Association of Dallas, and the dancing horses from Mr. Raul Chavez.

The Clay Cooley VIP tent for city council members, sponsors and honored community guests opened at 4pm. The tent was decorated by volunteers from SOMO Duncanville. From 4 -6 was the Networking time with virgin margaritas, chips and salsa and elotes in a cup provided by one of vendors; food from El Fenix restaurant arrived about 7pm.

Volunteers
We had a lot of volunteers for this event: notably team members, Jennifer Otey, Tyler Agee, Jeremiah Brewer, Tina Salazar, Josie Okunlola, and Coye Dube who all helped with ensuring the VIP tent and the volunteers were taken care of, that items were ordered, and just made sure it all worked. Almost every one of the departments in the city had someone who helped with this event in some way. Ms. Michelle Williams from Duncanville High School allowed about 20 high school students to earn volunteer hours; they showed up to help in any way possible. Citizens on Patrol (COPS) helped with the parade barricades and getting people registered. SOMOS Duncanville, a non profit group that aims to educate and promote diversity within the city, decorated the VIP tent, helped with vendors, participated in the parade and helped to get the word out about the event.

Sponsors
Clay Cooley, Frost Bank, Methodist Charlton and Star Transit were all financial donors who helped make our event possible. Clay Cooley also allowed us use of the white Camaro and the white Chevrolet truck that councilmembers and city staff used in the parade.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A.

ATTACHMENTS:
independence day post report for cc
cc mexican independence day briefing video

	RUN OF SHOW	POLICE	FIRE
7-11AM			
11AM-2PM			
2-4PM			PICK UP FLATBED GOLF CART FROM BEHIND CITY HALL FOR ER/CERT; INSPECT VENDOR SET UPS
4-5PM	MUSIC WITH DJ CENTRAL ELEMENTARY		
5PM	PERFORMANCE		
5:30 PM	MUSIC WITH DJ		
5:45 PM		CLOSE STREETS;	
6PM	PARADE LINE UP	LINE UP PARADE GOERS	PROVIDE APARATUS FOR MAYOR AND CONSULATE
6:30 PM	PARADE BEGINS	BLOCK OFF EXITS FROM POLICE PARKING LOT; START PARADE	
AFTER THE PARADE		KEEP THE PARADE GOERS AT THE END TO OF THEPARADE GOING THROUGH THE STREETS· MAKE SURE THEY DON'T STOP UNTIL THEY LEAVE THE AREA	DELIVER MAYOR AND CONSULATE TO ARMSTRONG PARK AFTER THE PARADE
7:00PM	LA NACION NORTENA WELCOME		
7:15PM	CEREMONIES		
7:30 PM		REMOVE BARRIERS FROM PARKING LOT EXITS	
8PM	INTERNACIONAL SONORA ELITE		

8-9PM	DINNER FOR WORKERS AND VOLUNTEERS	
9PM	MILICIA DEL RANCHO	
8:55PM		
9:00PM	CLOSING CEREMONIES	
10:00PM	VENDORS LEAVE; CLEAN UP	RETURN FLATBED GOLF CART TO PICK UP AREA

STREETS	PARKS	WORKERS
	HELP SUPERVISE DELIVERY AND INSTALLATION OF LIGHTS, TOILETS, SINKS, TENT, CARTS, DANCE FLOOR	
	PLACE LIGHTS, SINKS	
INSTALL BARRIERS NEAR EACH CITY HALL EXITS (4) AND TWO NEAR VIP PARKING	PUT TRASH CAN OUTSIDE OF THE VIP AREA	DECORATE VIP TENT AND ASSIST VENDORS WITH SETTING UP; STOCK GREEN ROOM
ENSURE CLEAN STREETS		CHECK IN VIP; DIRECTING TO VIP PARKING; VIP TENT:KEEP THE AREA CLEANED UP DURING VIP HAPPY HOUR; DISTRIBUTE DRINKS
CLOSE STREETS		
	TAKE VIP TO PARADE SET UP	TAKE VIP TO PARADE SET UP
	TAKE VIP TO ARMSTRONG PARK STAGE AFTER THE PARADE	BARRICADE EXITS FROM THE CITY HALL PARKING LOT REMOVE/OPEN BARRIERS FROM THE CITY HALL PARKING LOT AFTER THE PARADE ENDS; TAKE VIP TO ARMSTRONG PARK STAGE AFTER THE PARADE
REMOVE ANY BARRIERS FROM THE STREETS AND PARKING LOTS		TAKE VIP TO TENT

ENSURE CLEAN STREETS	TAKE VIP TO THE STAGE FOR CLOSING CEREMONIES; REMIND VENDORS ABOUT THE 10PM EXIT TIME. TAKE THE LIGHTS AND GOLF CARTS BACK TO THE PICK UP AREA	TAKE VIP TO THE STAGE FOR CLOSING CEREMONIES HELP VENDORS CLOSE UP; AND REMIND THEM TO CLEAN UP MAKE SURE VENDORS ARE CLOSED AND OUT OF THE PARK BY 10

3RD PARTY VENDORS	ME
	ENSURE TOILETS, SINKS, LIGHTS, DANCE
DELIVERY OF LIGHTS, TOILETS, SINKS, TENT, CARTS, DANCE FLOOR	FLOOR, TOILETS, CARTS ARE DELIVERED IN THE RIGHT LOCATION
	PICK UP LAST MINUTE ITEMS
	STOCK GREEN ROOM; DECORATE VIP
BOUNCE HOUSES DELIVERED	TENT; ASSIST VENDORS
	VISIT VIP; GREEN ROOM
	TAKE VIP TO PARADE SET UP
	TAKE VIP TO ARMSTRONG PARK STAGE
FOOD DELIVERED IN THE VIP TENT	AFTER THE PARADE

TAKE VIP TO THE STAGE FOR CLOSING CEREMONIES; REMIND VENDORS ABOUT THE 10PM EXIT TIME

BOUNCE HOUSES DEFLATED AND RETURNED

EXPENSES

ENTERTAINMENT		
LIGHT/SOUND	THREE AMIGOS ENTERTAINMENT	$13,000.00
LIGHT TOWERS		$1,756.64
RESTROOMS (6)	UNITED RENTAL	
HAND WASHING SINKS		$1,190.00
ROUND TABLE RENTALS 5		
TENT/FENCING/WEIGHTS/WALLS	RENTAL STOP	
DANCE FLOOR 12X12		
AC UNIT		$2,812.50
GOLF CARTS (6)	METRO GOLF	$1,690.00
MARGARITA MACHINE	BOUNCIN' AROUND DFW	
2 BOUNCE HOUSES (MANNED)		$1,785.00
	MARKETING/SIGNAGE*	
T-SHIRTS (50) F/B	EZ EMBROIDERY	$1,279.93
TENT YARD SIGNS	OFFICE MAX	
CITY COUNCIL SIGNS		$420.93
FACEBOOK ADS		$150.00
POSTERS		
VIP PARKING PASS CARDS	BIG D PRINTING	
TICKET/CARDS HANDOUT		
VIP CARDS		$1,510.00
	OTHER	
STAFFING COSTS		$5,191.00
EL FENIX-VIP FOOD	EZ CATER FOOD	$1,587.62
DÉCOR/PLATES/ETC	PARTY CITY	$327.46
SWAG/CANDY	AMAZON	$401.81
WATER/SNACKS ETC -	MONTERREY SUPERMERCADO	$101.37
TOTAL		

INCOME

SPONSORS	
CLAY COOLEY	$8,000.00
METHODIST CHARLTON	$5,000.00
FROST	$1,500.00
STAR TRANSIT	$250.00
EVENTBRITE PAYOUT	
VENDOR & PARADE FEES	$1,596.81
TOTAL	

TOTAL COST OF EVENT FROM DCEDC

[redacted]

PARK AND RECS SPECIAL EVENTS

-863.09

PARK AND RECS SPECIAL EVENTS

[redacted]

COMMUNICATIONS DEPT

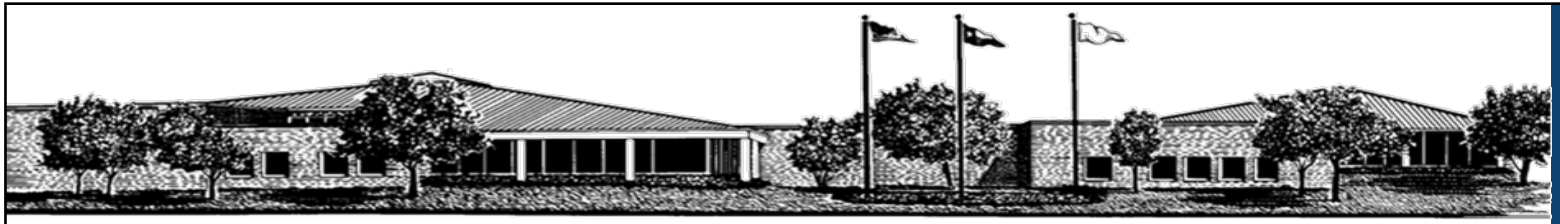
[redacted]

POLICE DEPARTMENT, STREETS, 2 EMS/FIRE & HEALTH INSPECTORS

$33,204.26

$16,346.81

$16,857.45



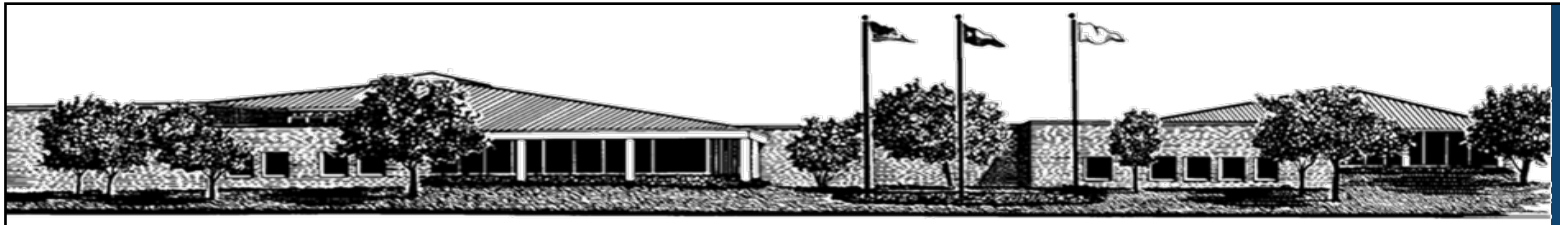
DUNCANVILLE COMMUNITY & ECONOMIC DEVELOPMENT CORPORATION (DCEDC)

SEPTEMBER 23, 2024

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

City of Duncanville

Duncanville
City of Champions



POST EVENT BRIEFING: MEXICAN INDEPENDENCE DAY SEPTEMBER 16, 2024

OCTOBER 15, 2024

VICTOR BARRERA, ECONOMIC DEVELOPMENT, DIRECTOR
LOLECIA DAY, ECONOMIC DEVELOPMENT, ASSISTANT DIRECTOR

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

City of Duncanville

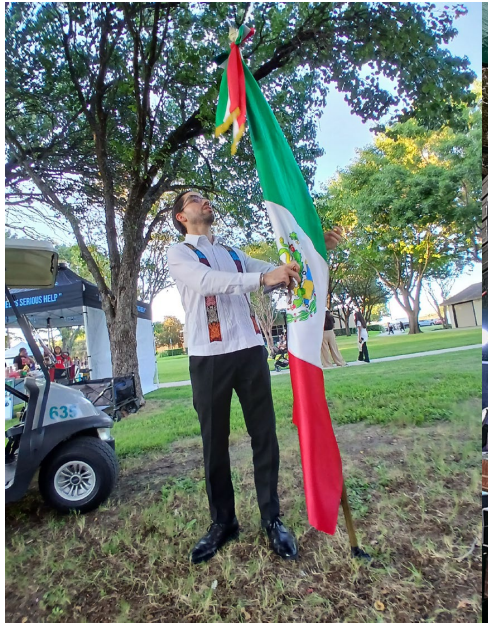
Duncanville
City of Champions

City of Duncanville
MEXICAN
INDEPENDENCE DAY
DÍA DE LA INDEPENDENCIA
Celebration

Council Members

Ballet Folkloric – Central Elementary

El Grito- Mexican Consulate, Sotomayor Gómez, Gerardo Homero



City of Duncanville

Duncanville
City of Champions

6

Agenda Item #6.A.

SOMOS Duncanville

Three Amigos Entertainment

3 AMIGOS ENTERTAINMENT

ADAME SOUND

Bands

Citizens

Citizen email

Hi Lolecia, I just wanted to let you know how excellent the event was last night. Everyone who worked so hard to make this event possible should be very proud. I hope I speak for “us” when I say We felt seen and valued. It meant so much that our city truly captured the spirit of the community, and so beautifully brought people together to honor, spotlight and celebrate Mexican culture.

Thanks a million!

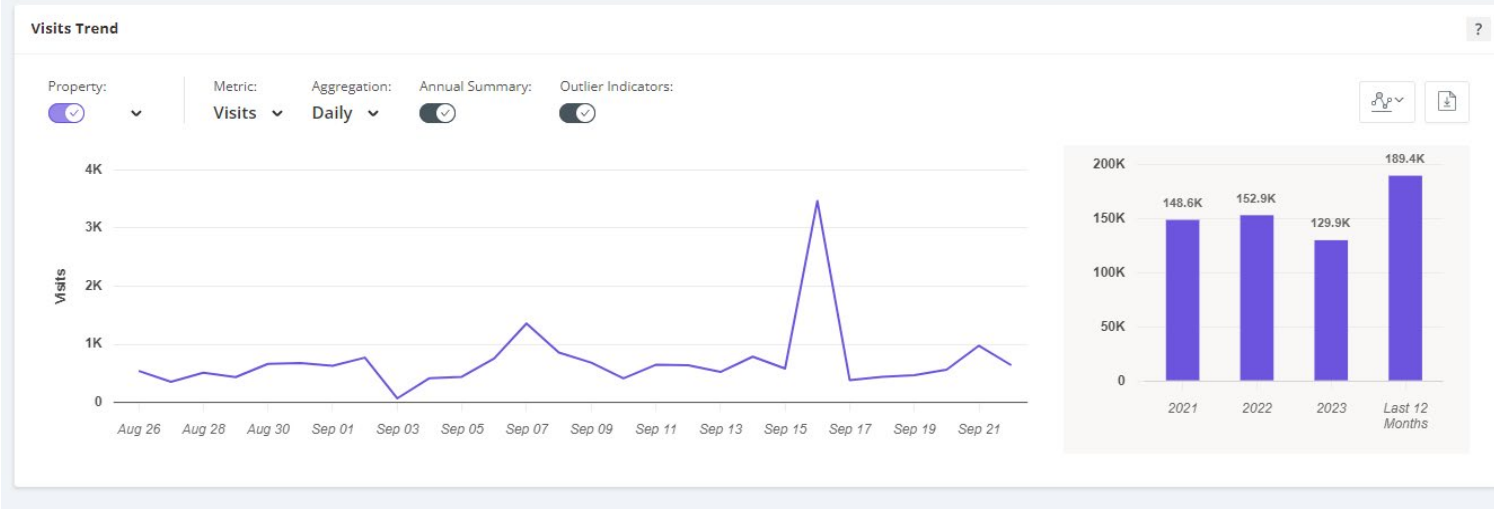
Nancy

Citizen email

Please extend my appreciation to your team and everyone who created such a vibrant celebration last night at Armstrong Park. It was wonderful seeing all the energy, music, dancing, and laughter filling the night sky. Well done, all!

Ron

Placer.ai



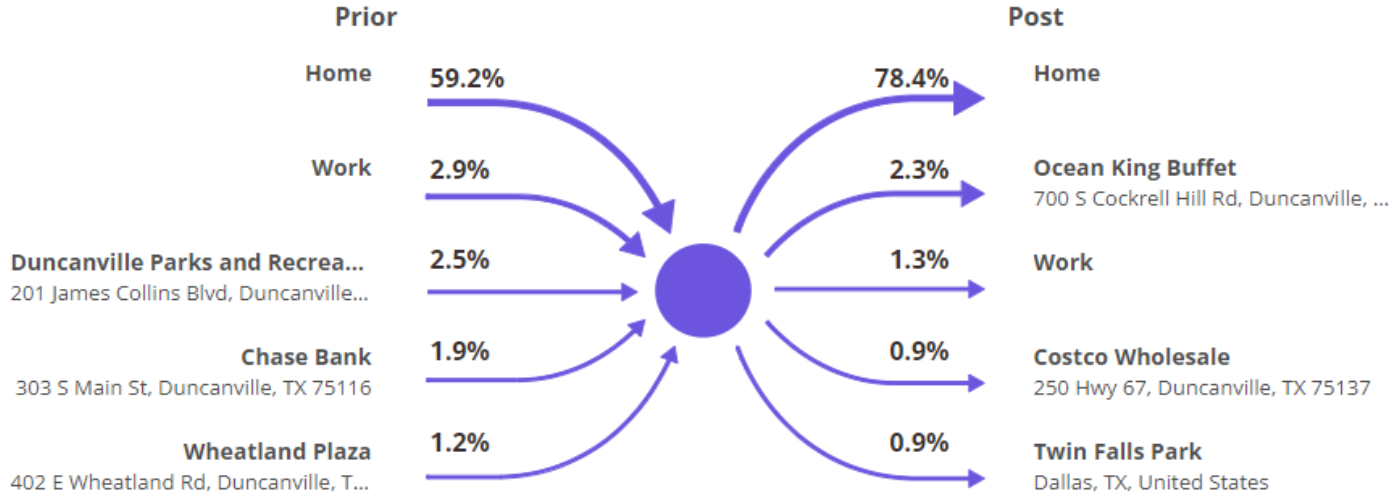
City of Duncanville

Duncanville
City of Champions

Visitor Journey

Customize

Armstrong Park
100 James Collins Blvd, Duncanville, TX 75116



Show by: Location | Sep 16th, 2024
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

City of Duncanville

Duncanville
City of Champions

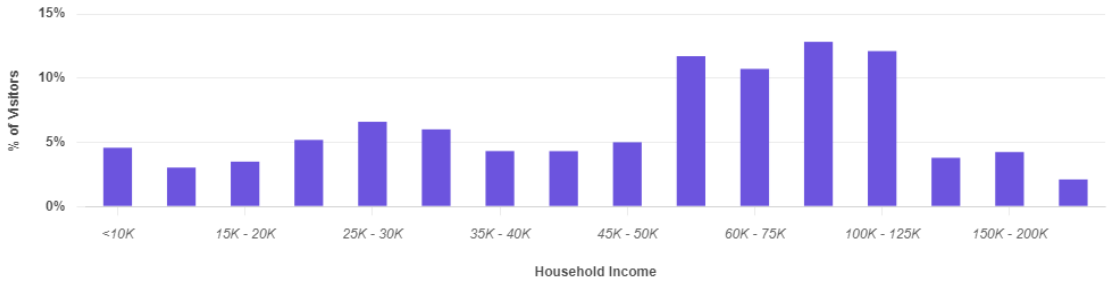
14

Agenda Item #6.A.

Placer.ai

Household Income

Properties:



Average Income	68K
Median Income	56K

*Demographics are based on a True Trade Area capturing 70% of visits | Data source: Census 2022

City of Duncanville

Duncanville
City of Champions

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Agenda Item #6.A.

BUDGET

EXPENSES ENTERTAINMENT/LIGHTS/SOUND RENTALS MARKETING/SIGNS/PRINTING STAFFING/FOOD/ETC **TOTAL EXPENSES**	 $13,000.00 $9,234.14 $3,360.86 $7609.26 **$33,204.26**
INCOME VENDOR/PARADE REGISTRATION SPONSORSHIP **TOTAL INCOME**	 $1,596.81 $14,750.00 $**16,346.81**
TOTAL COST	**$16,857.45**

City of Duncanville

Duncanville
City of Champions

THANK YOU

Any questions?

City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
City council to receive a briefing on the proposed Christmas 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:
Victor Barrera, Economic Development Director
LoLecia Day, Economic Development Assistant Director

BACKGROUND/HISTORY:
The Christmas parade and Tree Lighting Celebration in Duncanville is a long-standing tradition that dates back decades. In 2022 the event was relocated from the Downtown area to Armstrong Park. This year on December 6, 2024, the festivities will begin with the parade at 6:30 pm, followed by the Tree Lighting Ceremony in Armstrong Park at 7:15pm with a possible Drone Show later in the evening.

POLICY EXPLANATION:

The purpose of the Christmas Celebration Event briefing is to discuss the expectations for the upcoming holiday event which will aid in planning and managing expectations. This brief gives opportunities to discuss budget, entertainment, participation and overall event expectations. It enables stakeholders to make suggestions to ensure a safe, enjoyable family-friendly event for everyone.
This Holiday celebration will include Christmas trees and thousands of lights installed by Christmas by Zenith, which is the company that stores and installs our Christmas trees as per the three year agreement put in place last year, an art competition, great entertainment provided by 3 Amigos Entertainment and plenty of activities for the young and young at heart.

The current budgeted amount for Christmas 2024 is $125,000.00.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

N/A

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Briefing on Budget Development Policy

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, CFO
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The purpose of this briefing is to review and receive feedback from the City Council on the Budget Development Policy. The Budget Development Policy outlines the development process, timeline, and budget monitoring.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:
NA

ATTACHMENTS:
2024 09 Budget Development Policy

DRAFT

CITY OF DUNCANVILLE
BUDGET DEVELOPMENT POLICY

PURPOSE

The purpose of the Budget Development Policy is to set expectations in the budget development and review process, so that the annual budget can be prepared timely and in accordance with the direction and input of the City Council. In the event the City Manager is unable to prepare the City Budget in accordance with this policy, the City Council may appoint a designee(s) to perform certain responsibilities as directed by the City Council.

POLICY STATEMENT

The City of Duncanville has benefited from years of sound financial management. In order to solidify the sound practices currently in effect, increase public understanding of the framework within which the City's budget is developed, and focus attention on future budgetary challenges, the City Council believes formal financial budget development policies should be established in the following areas:

A. Balanced Budget – In accordance with the laws of the State of Texas while continuing to provide a level-service delivery approach with an eye toward service enhancements where possible, the annual budget shall be balanced with current expenditures not exceeding current revenues and any available fund balance (i.e. "rainy day fund") it may have.

B. Revenue Projections – All revenue projections or estimates shall be conservative in nature based on historical data and known trends and forecasts. All tax revenue estimates shall be based on reasonable City previously adopted rates. Any new sources of revenues and new tax rates shall be adopted and included only after the City Council has held a public hearing, received comment, and approved.

C. Expenditure Projections – All expenditures shall be based on actual known costs, reliable historical data or estimates provided after careful research and investigation by staff and the City Council. All expenditures, projects and reserves budgeted shall be included only if they are necessary and essential in the individual department's efforts to meet the goals and objectives established by the City Council.

D. General Fund Reserves – The General Fund balance should be adequate to handle unexpected revenue shortfalls and be able to accommodate a reasonable level of extraordinary, unbudgeted expenditures. The City Council has adopted a Fund Balance Policy setting required unassigned fund balance levels. Please see the Fund Balance Policy for more detailed information. Each year, available fund balance (carryover), the cumulative excess of revenues over expenditures, may be used as a source of funding to be applied to the next fiscal year's budget. Annual budgets should reference the projected fund balance in accordance with the Fund Balance Policy.

E. Capital Expenditures – In order to maintain and improve the City's infrastructure, facilities, and equipment; the City Council shall adopt a long-term capital improvement plan. The City Council periodically updates the capital improvement plan after further review and discussion. Expenditures of a capital investment in development of the budget should be in keeping with the capital improvement plan.

F. Budget Practices – In preparing the budget, the City Manager should continue to review the City's revenue sources to identify grant funding from federal, state, and other sources; fees, licenses, permits; sales and use tax; and all other possible sources of revenue. Any new sources should be proposed to the City Council prior to the presentation of the draft budget.

G. Accounting Basis – The budgets for the General and Debt Service Funds are prepared on a modified accrual basis. The budgets for proprietary funds, such as Utility, Sanitation, and Fieldhouse Funds, are prepared on an accrual basis, except for Capital Outlays, which are budgeted expenses, and depreciation expenses, which are not budgeted. Budgets for Capital Project Funds are normally established on a project basis.

BUDGET PREPARATION TIMELINE

The City Manager shall publish a budget calendar no later than December 31 of each year in preparation for the next fiscal year. The calendar shall include dates for City Council meetings and workshops, public hearings, department budget meetings with Fiscal Service and the City Manager and other committee meetings relative to the proposed budget.

The City shall prepare a multi-year financial plan for all major funds. These plans will detail the five-year outlook for revenues and expenditures and project the financial position of the City for each year. This information will be prepared and updated early in the fiscal year and will be used to set the stage for the upcoming fiscal year.

The City's formal budget process shall begin no later than January with discussions and updates to the Capital Improvement Plan. The Capital Improvement Plan shall be prepared with a five-year outlook and include project identification up to fifteen years out.

The annual budget shall be developed with goals and objectives, which should ultimately translate into line-item details. Baseline revenue projects are prepared and discussed with departments. Preliminary property tax roll information is made available by the Dallas Central Appraisal District in late April, early May, and the certified tax roll detail is made available by July 25 of each year per state law.

DRAFT

The following steps generally outline the budget development process:

1. Department goals and objectives for the coming year are discussed with the City Manager. Program enhancements and/or reductions are discussed as well.

2. Baseline budgets detailing line-item expenditures by the organization and a departmental summary are submitted. The baseline budgets assume no new personnel, programs, or additional equipment. Inflationary adjustments are made to line items where appropriate and justified based on economic and other trend information. The line-item activity budgets are submitted through the City's financial system, Munis. The budgets detail current year adopted and next year's (proposed) budgets. The departments are asked to thoroughly review current year expenditures in conjunction with the proposed budget to ensure any anticipated increases are documented in either or both revised current-year and proposed budgets. Proposed budgets are supported with line-item detail explaining the components, number of units, and unit cost, as applicable.

3. The City Manager, Assistant City Manager, Managing Director of Fiscal Services, and the Budget Administrator will review historical spending, actuals to date, and proposed budgets for accuracy of estimates and rationale. Current year and proposed revenue and expenditure summaries are provided to detail the net result and change along with five-year projections.

4. A series of meetings are scheduled and held with the departments. The purpose of these meetings is to review current year expenditures, detail line-item expenditures for each department and division, and discuss program enhancements and reductions. Further direction is given to the departments to develop detailed enhancements and/or reduction packages for City Manager's consideration. Concurrent with this step, the Fiscal Services Department continues to update tax and other revenue estimates.

5. A work session is held with City Council to discuss the preliminary budget, projected tax rate, economic forecasts, etc. The City Manager prepares and submits a proposed budget, including all active funds. The City Manager also submits a five-year capital improvement program budget to City Council. These budgets outline revised year-end revenues and expenditures, proposed revenues and expenditures, changes in fund balance, and available surplus funds. The proposed budget is presented to City Council for further consideration and direction. An additional work session is held to discuss the budget, the no-new revenue and proposed tax rate, utility, and other rate or fee changes.

6. As required by City Charter, the City Manager shall file the proposed budget by July 31 of each year. The City Council shall hold a public hearing on the budget, as required by Texas Local Government Code Section 102.006, prior to the date the Council makes its tax levy. Additionally, the City Council shall hold a public hearing on the tax rate as required by Texas Tax Code 26.05, if the proposed tax rate exceeds the no-new revenue rate (the tax rate to generate the same revenue as previous tax year). In order to meet the Dallas County deadline for the tax levy, the vote to adopt the budget and levy tax shall occur no later than the 3rd week of September.

BUDGET MONITORING

In order to improve its ability to monitor the implementation of the City budget, the City Council will receive monthly reports on revenues and expenditures during the fiscal year. The City Manager will present to the City Council any variances in revenue or expenditures beyond projections as soon as they are known at the next meeting. Per the Financial Policy, last revised in 2003, Section VIII Expenditure Control, the level of budgetary control is at the department level in the General Fund and at the fund level in all other funds. The City Manager can authorize budget transfers within the General Fund, as long as the transfer occurs within the same department; for example Police or Fire. A budget transfer reduces one line item and increase another therefore the net effect is zero. When a budget amendment among departments and/or funds are necessary, the City Council must approve by ordinance. A budget amendment typically increases the overall budget. Operating budget account deficiencies shall be corrected by budget amendments periodically.

APPROVED BY CITY COUNCIL:

Pending review and approval.

STAFF REPORT

MEETING: City Council - 15 Oct 2024

TITLE:
Receive the Monthly Financial Report as of August 31, 2024

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:
The month of August is the eleventh month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 91.7%.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
Monthly Financial Report as of August 31, 2024

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2023-2024

YEAR-TO-DATE OPERATIONS

AS OF AUGUST 31, 2024

OCTOBER 1, 2023 - AUGUST 31, 2024

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
10/1/2024

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

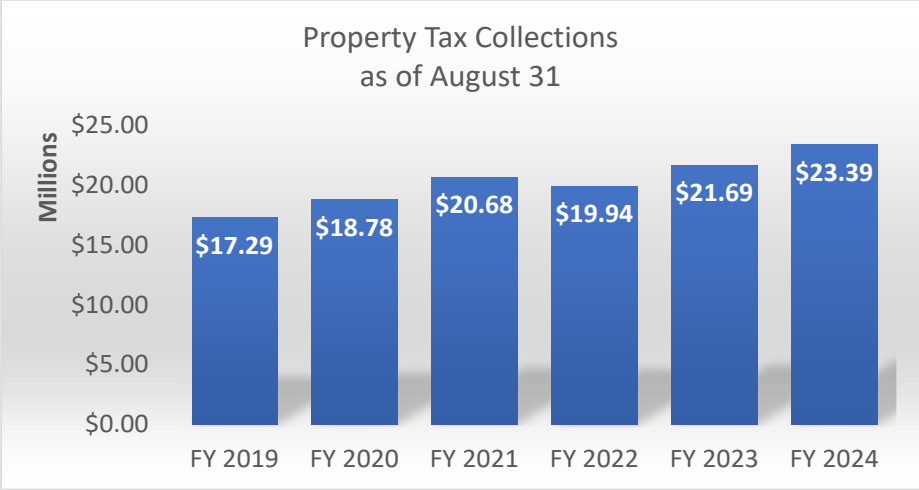
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through August 31, 2024, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

August is the eleventh month of the fiscal year (FY) 2023-2024. The benchmark percentage of funds received and expended is 91.7%. Below are highlights of year-to-date revenues and expenditures through August 31, 2024. The FY 2022-23 audit is still underway. Updated fund balances are included in this report, however not final until the audit is completed.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Per Dallas County, the current year collections are at 98.2% of the levy.

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

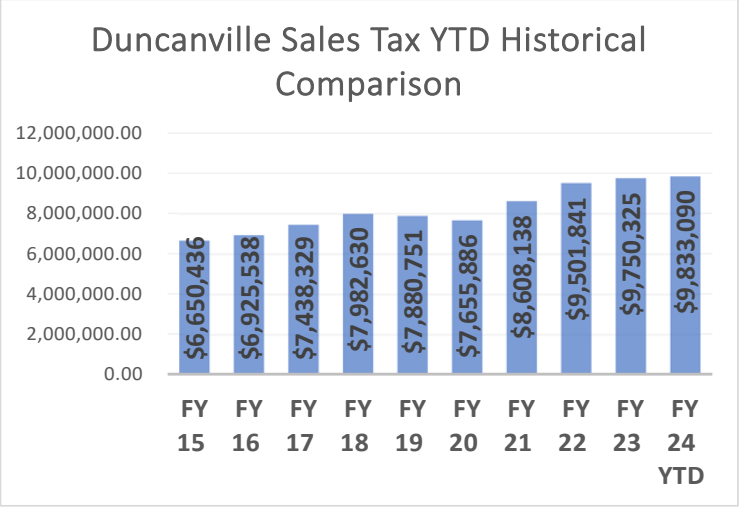
SALES TAX TREND

TOTAL SALES TAXES COLLECTED AND RECEIVED

.02 CENT ALLOCATION			FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	2.92%	$ 1,022,816.88	$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	2.87%	$ 998,707.18	$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB	-4.37%	$ 1,132,304.74	$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR	-2.61%	$ 964,640.77	$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR	-0.59%	$ 964,486.83	$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY	-1.89%	$ 1,296,966.63	$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN	-1.11%	$ 1,046,884.86	$ 1,007,903.02	1,053,655.75	1,073,951.31	773,096.95	846,390.05
MAY	JUL	0.49%	$ 1,148,770.33	$ 1,023,076.19	1,055,650.56	895,092.16	809,543.87	879,867.74
JUNE	AUG	0.85%	$ 1,257,512.24	$ 1,216,715.98	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27
JULY	SEP			$ 1,043,855.32	1,039,021.98	1,013,137.28	774,925.04	861,472.41
AUG	OCT			$ 1,011,326.44	972,252.62	917,440.10	806,953.30	885,497.37
SEPT	NOV			$ 1,228,584.78	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43
TOTAL			9,833,090.46	13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year				2.17%	8.96%	13.96%		
Total % Change over Prior Year - YTD			0.85%	2.62%	10.38%	12.44%		

Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or .005 cents goes to Economic Development.

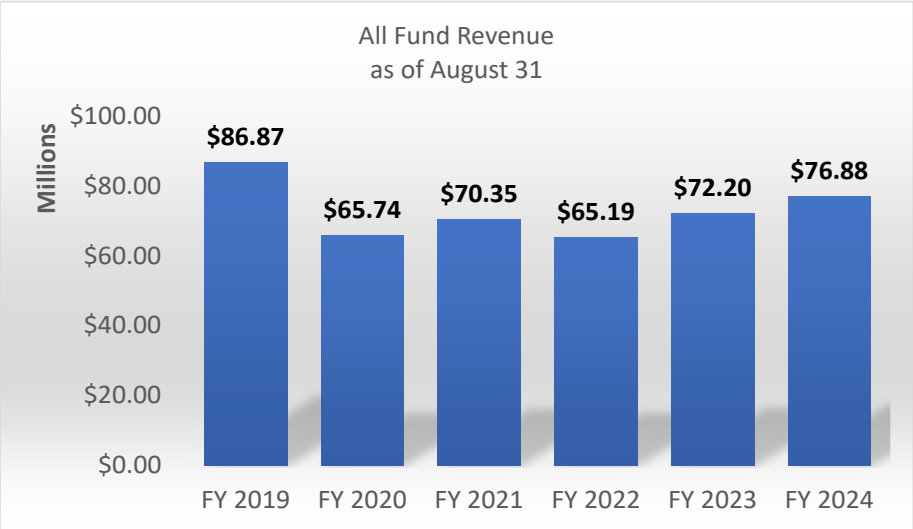
- Sales Tax collections are currently at +0.85%c over the previous year's collections for the same time period.
- The benchmark of receipts year to date is 75% since collections are two months behind. Total actual receipts are 73% of the budget.



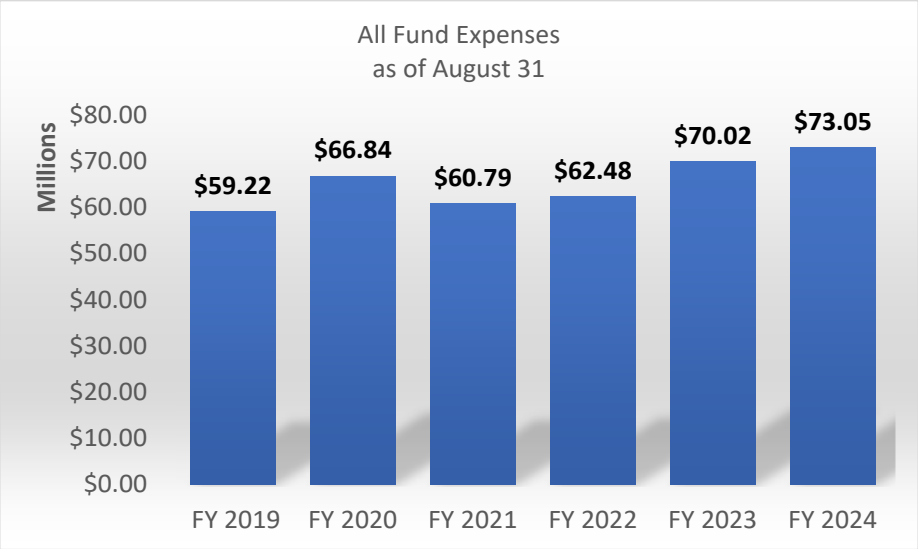
FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

ALL FUNDS

Total revenue collected as of August 31, 2024, is $76.9 million. This is 87.1% of the total revenue budget for all funds.



- Interest Income received to date is $3.7 million.

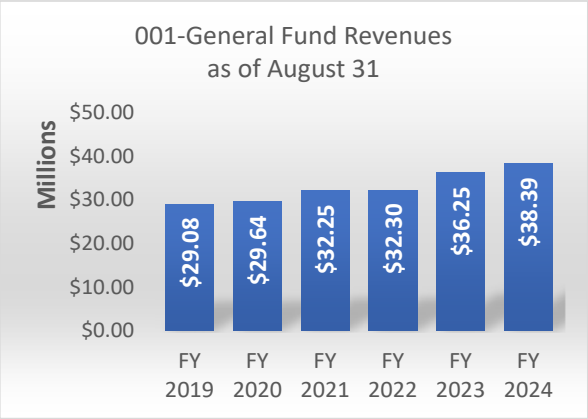


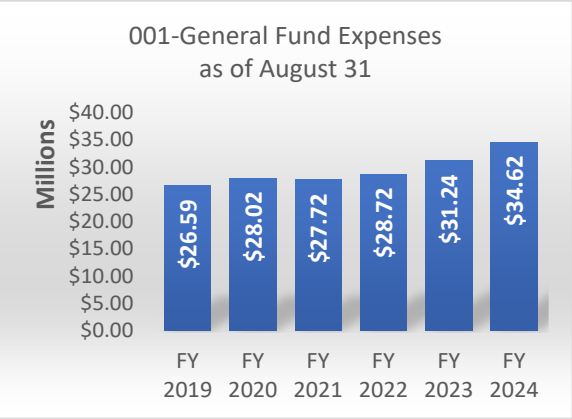
- Expenditures are 70.8% of the budget to date.

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately $25.4 million to date. The revised ending fund balance projected for FY 2024 is $21.1 million. The FY 2023 audit is still underway however and so the beginning fund balance is a projection based on actuals.





General Fund Revenue Highlights:

- General Fund revenues are currently at 94.1% of the budget.
- Interest revenue received to date is $2,385,086. This is 17.6% greater than FY 2023.
- Permits and Licenses have trended ahead and 108.5% of the budget.

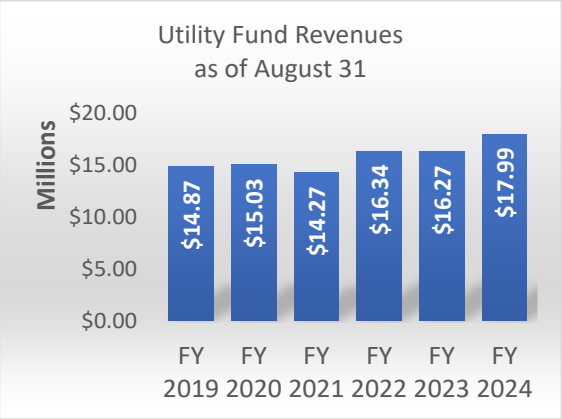
General Fund Expense Highlights:

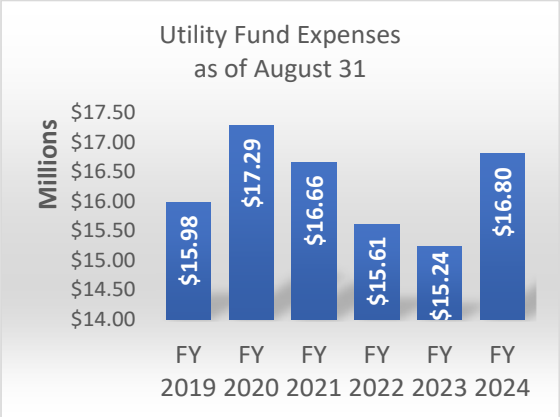
- Operating expenditures are at 83.9% of the budget.
- Highlights of divisions trending at 80% or less in expenditures:
  - Information Technology is 68.9% of its budget. It has had significant turnover within this FY. It is currently vacant an IT Director. An Uninterrupted Power Source (UPS) $105,000 ordered in November but yet to be received.
  - City Secretary is 73.1% of its budget. A run-off election was not needed and therefore $53 thousand will not be used.
  - Public Works department as a whole is trending at 69.8% of the budget. This is primarily due to vacancies at the director level majority of the year and street maintenance projects are currently in progress and therefore funds not yet spent.

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is $12 million, with an actual year-to-date unaudited fund balance of $13.2 million.





- Total utility revenues are 81.9 % of the budget. Revenues are one month behind and therefore the target is 83.3%.

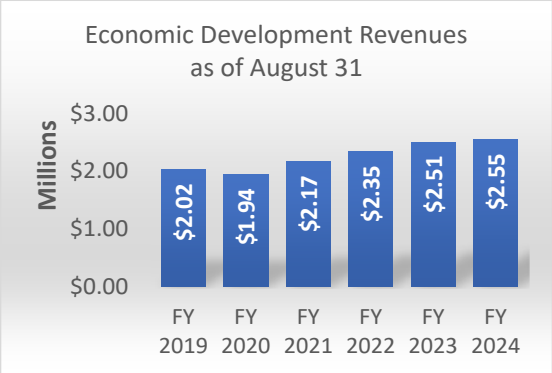
- Total expenditures are 74.1% of the budget. This amount includes $4.2 million in payments to Dallas Water Utilities (wholesale water) and $4.5 million to Trinity River Authority (wastewater treatment) to date.

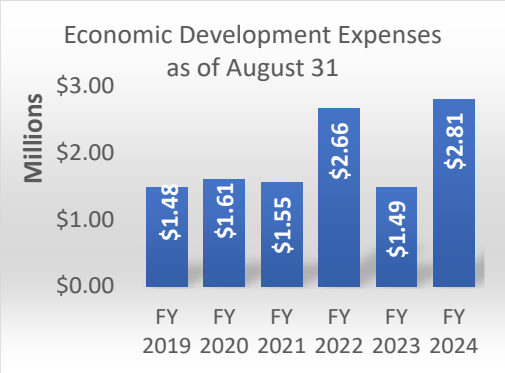
FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $6.9 million, with an actual year-to-date unaudited fund balance of $6.7 million.

- Total revenues are 74.1% of the budget. Revenue received in Economic Development is a ½ cent sales tax. Collections for June were paid in August. Benchmark is 75% since sales tax collections are two months behind.



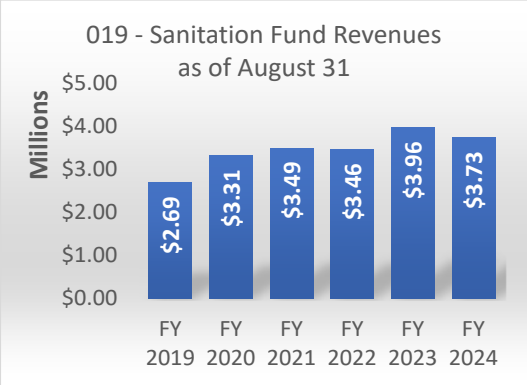


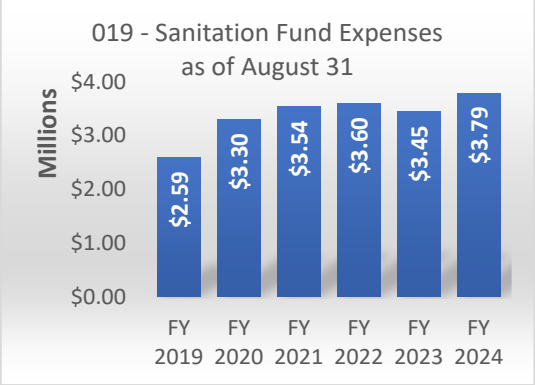
- Total expenditures are 58.2% of the budget.
  - The "Other Financing Uses" expense category includes incentives and grants line-item accounts; $1,249,056 in incentives have been paid to date, including the purchase of 200 W. Center Street.
  - For Special Events, Red, White, and BBQ, at total of $74,420 expended.

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is $1.1 million, with an actual year-to-date unaudited fund balance of $1 million.



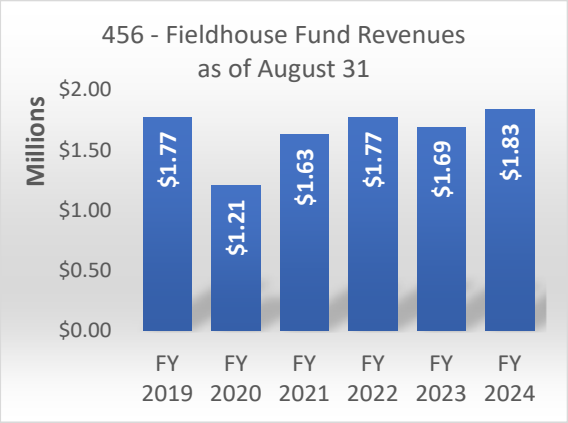


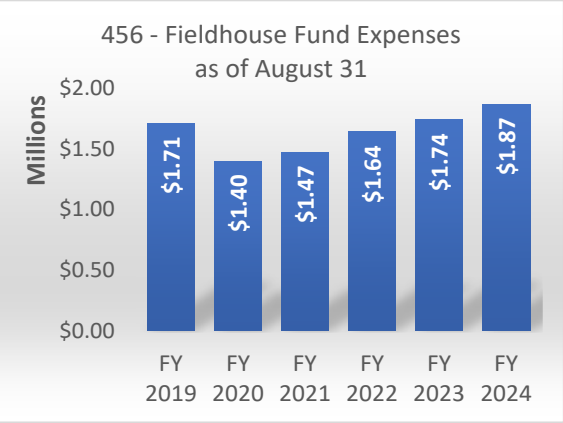
- Total revenues are 79.6 % of the budget.
- Total expenditures are at 81.4% of the budget. Expenses include Garbage Collection Fees to Republic. A total of $3.2 million has been paid to date with Republic and the landfill.

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$1.7 million, with an actual year-to-date unaudited fund balance of -$1.7 million.





- Total revenues are 87.5% of the budget.
  - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.

- Total expenditures are 92.5 % of the budget.

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

OTHER FUND HIGHLIGHTS

- **Fund 010 – Hotel/Motel:** Total expenses year to date is 61.7%. This includes tax grants in the amount of $581,276 paid year to date.
- **Fund 015 – Drainage:** With the change over in Building Inspections, Public Works, and the Energov system, billings for FY 2024 for commercial properties has not occurred and therefore revenue is behind. Staff is working on finalizing information and setting up the Energov system to be able to receive stormwater revenue payments. It is the intention of staff to send out one bill for FY 24 and FY 25 soon.

FY 2023-2024 FINANCIAL REPORT
as of August 31, 2024

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.

9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE
Property Tax Collections Report
August 01 - 31, 2024

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	$76,376.54	$14,639.32	$15,885.75	$106,901.61
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	($7,623.65)	($165.81)	($110.92)	($7,900.38)
Return Check Items	AC003A	($737.58)	($221.27)	($191.77)	($1,150.62)
Transfers/Reversals	AC003A	$335.13	($76.09)	($7.61)	$251.43
Total Adjustments to Collections	**AC003A**	**($8,026.10)**	**($463.17)**	**($310.30)**	**($8,799.57)**
Maintenance & Operations	AC002A	$64,079.53	$13,303.27	$15,575.45	$92,958.25
Interest & Sinking	AC002A	$4,270.91	$872.88	$0.00	$5,143.79
Net Collections	**AC002A**	**$68,350.44**	**$14,176.15**	**$15,575.45**	**$98,102.04**
Transferred Refund from Escrow	AC002A	$0.00			$0.00
Rendition Penalty	AC006A	($34.72)			($34.72)
Collections Fee		$0.00			$0.00
Total Miscellaneous Items		**($34.72)**			**($34.72)**
M&O Net Payment to Entity		$64,044.81	$13,303.27		$77,348.08
I&S Net Payment to Entity		$4,270.91	$872.88		$5,143.79
Total Net Payment to Entity		**$68,315.72**	**$14,176.15**		**$82,491.87**
Net Adjustment to Levy	AR006A	($5,280.42)			
Current Year Collection Percentage Based on Monthly Collections:				**98.21%**	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.

John R. Ames, CTA
Dallas County Tax Assessor/Collector

PM CR

Notary Public, State of Texas

Sworn and subscribed before me, this 4 day of September, 20 24.

Laura Mati
My Commission Expires
10/22/2025
Notary ID
129600804

ALL FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$23,391,690	$23,393,424	99.99%	$1,735	$21,687,924	100.12%	$1,703,766	7.86%
51 - SALES & OTHER TAXES	11,007,742	14,528,864	75.76%	3,521,121	11,019,357	78.79%	(11,615)	-0.11%
52 - PERMITS & LICENSES	702,784	647,500	108.54%	55,284	585,855	102.41%	116,929	19.96%
53 - FINES & FEES	288,064	377,600	76.29%	89,536	323,364	76.25%	(35,301)	-10.92%
54 - INTERGOV REVENUES	4,536,613	4,951,375	91.62%	414,762	5,727,849	99.30%	(1,191,236)	-20.80%
55 - INTEREST	3,759,614	1,214,837	309.47%	(2,544,777)	2,827,216	1462.61%	932,398	32.98%
56 - FRANCHISE FEE REV	1,662,770	2,080,000	79.94%	417,230	1,693,533	82.45%	(30,763)	-1.82%
57 - CHARGES FOR SERVICES	22,717,418	28,832,460	78.79%	6,115,042	21,570,159	80.17%	1,147,259	5.32%
58 - TRANSFER FROM FUNDS	5,695,121	9,054,530	62.90%	3,359,409	4,398,197	37.00%	1,296,925	29.49%
59 - OTHER SOURCES	3,120,191	3,236,461	96.41%	116,270	2,365,377	106.47%	754,815	31.91%
Revenue Total	**$76,882,007**	**$88,317,051**	**87.05%**	**$11,435,044**	**$72,198,831**	**84.27%**	**$4,683,176**	**6.49%**
Expense								
60 - SALARY AND BENEFITS	$27,145,745	$29,950,753	90.63%	$2,805,008	$24,440,917	87.93%	$2,704,828	11.07%
72 - SUPPLIES & MATERIALS	2,337,970	4,096,948	57.07%	1,758,978	2,667,430	46.63%	(329,460)	-12.35%
73 - CONTRACT & PROF SVCS	20,216,230	27,056,065	74.72%	6,839,834	19,188,188	79.48%	1,028,042	5.36%
74 - MAINT & REPAIR SVCS	1,582,009	2,251,164	70.28%	669,155	1,395,546	75.65%	186,463	13.36%
75 - UTILITIES	1,310,562	1,245,714	105.21%	(64,848)	939,804	77.95%	370,758	39.45%
76 - CAPITAL OUTLAY	9,903,161	21,547,935	45.96%	11,644,775	13,733,827	41.61%	(3,830,667)	-27.89%
77 - DEBT SERVICES	1,696,016	2,020,481	83.94%	324,466	2,017,781	99.71%	(321,766)	-15.95%
78 - TRANSFER TO FUNDS	6,951,514	10,502,920	66.19%	3,551,406	5,487,856	42.23%	1,463,658	26.67%
79 - OTHER FINANCING USES	1,910,333	4,507,283	42.38%	2,596,950	927,773	30.83%	982,560	105.91%
Expense Total	**$73,053,540**	**$103,179,264**	**70.80%**	**$30,125,724**	**$70,018,762**	**62.66%**	**$3,034,778**	**4.33%**
Net Income (Loss)	**$3,828,467**	**($14,862,213)**			**$2,180,069**			

001 - GENERAL FUND
AS OF AUGUST 31, 2024

UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue									
50 - PROPERTY TAXES	$78,267	$21,875,872	$21,909,710	99.85%	$51,325	$20,786,793	99.91%	$1,089,078	5.24%
51 - SALES & OTHER TAXES	952,352	7,499,632	10,251,648	73.16%	925,778	7,461,882	75.04%	37,750	0.51%
52 - PERMITS & LICENSES	121,104	702,784	647,500	108.54%	54,155	585,855	102.41%	116,929	19.96%
53 - FINES & FEES	22,018	262,355	350,100	74.94%	27,956	295,233	76.37%	32,878	-11.14%
54 - INTERGOV REVENUES	53,142	287,300	347,861	82.59%	36,397	194,715	81.99%	92,586	47.55%
55 - INTEREST	224,528	2,385,086	1,135,151	210.11%	223,503	2,028,611	2996.47%	356,475	17.57%
56 - FRANCHISE FEE REV	140,422	1,357,715	1,755,000	77.36%	139,578	1,388,791	79.86%	31,076	-2.24%
57 - CHARGES FOR SERVICES	125,485	1,083,082	1,147,200	94.41%	29,506	285,357	25.47%	797,724	279.55%
58 - TRANSFER FROM FUNDS	232,409	2,556,496	2,795,905	91.44%	241,274	2,654,019	91.35%	97,522	-3.67%
59 - OTHER SOURCES	147,786	381,911	448,250	85.20%	20,767	563,954	144.23%	182,043	-32.28%
Revenue Total	**$2,097,512**	**$38,392,232**	**$40,788,325**	**94.13%**	**$1,750,241**	**$36,245,210**	**94.96%**	**$2,147,022**	**5.92%**
Expense									
60 - SALARY AND BENEFITS	$2,796,650	$23,733,484	$25,890,594	91.67%	$2,674,756	$21,207,697	88.58%	$2,525,787	11.91%
72 - SUPPLIES & MATERIALS	267,746	1,439,326	2,199,198	65.45%	308,656	1,469,507	68.72%	(30,181)	-2.05%
73 - CONTRACT & PROF SVCS	1,060,956	5,815,209	8,627,623	67.40%	474,322	5,267,308	70.82%	547,900	10.40%
74 - MAINT & REPAIR SVCS	149,618	1,249,821	1,715,330	72.86%	208,618	1,103,139	79.90%	146,682	13.30%
75 - UTILITIES	118,027	1,031,078	975,707	105.68%	41,074	779,084	82.84%	251,994	32.34%
76 - CAPITAL OUTLAY	54,341	139,834	266,078	52.55%	16,548	136,578	89.35%	3,256	2.38%
78 - TRANSFER TO FUNDS	70,653	956,668	1,121,418	85.31%	69,081	982,116	58.63%	(25,447)	-2.59%
79 - OTHER FINANCING USES	3,760	259,295	470,790	55.08%	53,045	299,161	60.55%	(39,866)	-13.33%
Expense Total	**$4,521,752**	**$34,624,716**	**$41,266,738**	**83.90%**	**$3,846,100**	**$31,244,590**	**81.87%**	**$3,380,126**	**10.82%**
Net Income (Loss)	**($2,424,240)**	**$3,767,516**	**($478,413)**		**($2,095,859)**	**$5,000,620**			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$21,609,212**	**$ 21,609,212**
ENDING FUND BALANCE	**$ 25,376,728**	**$ 21,130,799**
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		51.2%
# of Days Coverage		187
Reserve Minimum $$ (90 Days)		$ 10,175,360
Reserve Maximum $$ (150 Days)		$ 16,958,933
Excess over Maximum $$		**$ 4,171,866**

001 - GENERAL FUND
AS OF AUGUST 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES									
501101 - CURRENT TAXES	$59,428	$21,559,596	$21,619,710	99.72%	$38,637	$20,406,865	99.33%	$1,152,730	5.65%
501102 - DELINQUENT TAXES	5,363	177,179	145,000	122.19%	7,121	278,186	222.55%	101,007	-36.31%
501103 - PENALTIES AND INTEREST	13,475	139,097	145,000	95.93%	5,567	101,742	75.36%	37,355	36.72%
50 - PROPERTY TAXES Total	**$78,267**	**$21,875,872**	**$21,909,710**	**99.85%**	**$51,325**	**$20,786,793**	**99.91%**	**$1,089,078**	**5.24%**
51 - SALES & OTHER TAXES									
501201 - STATE SALES TAX CITY PORTION	$628,756	$4,942,566	$6,768,432	73.02%	$612,147	$4,915,446	74.79%	$27,120	0.55%
501202 - SALES TAX PROPERTY TAX RELIEF	314,378	2,471,283	3,384,216	73.02%	306,074	2,457,723	74.79%	13,560	0.55%
501204 - ALCOHOLIC BEVERAGE TAX	9,218	85,783	99,000	86.65%	7,558	88,713	104.37%	2,930	-3.30%
51 - SALES & OTHER TAXES Total	**$952,352**	**$7,499,632**	**$10,251,648**	**73.16%**	**$925,778**	**$7,461,882**	**75.04%**	**$37,750**	**0.51%**
52 - PERMITS & LICENSES									
502101 - BUILDING PERMITS	$80,829	$369,458	$350,000	105.56%	$18,626	$297,312	99.10%	$72,146	24.27%
502102 - ELECTRICAL PERMITS	1,550	39,086	27,000	144.76%	6,600	34,923	174.62%	4,163	11.92%
502103 - SOLICITOR LICENSES	75	225	500	45.00%	75	675	135.00%	450	-66.67%
502106 - SIGN PERMITS	1,500	16,200	18,000	90.00%	1,975	22,352	149.01%	6,152	-27.52%
502108 - HEALTH FOOD INSPECTION FEES	24,200	80,720	75,000	107.63%	16,445	50,145	71.64%	30,575	60.97%
502109 - PLUMBING AND AC PERMITS	5,200	66,372	60,000	110.62%	4,650	48,675	88.50%	17,697	36.36%
502111 - ZONING & SPEC USE PERMIT	1,900	13,745	12,000	114.54%	250	15,325	180.29%	1,580	-10.31%
502114 - RENTAL PROPERTY REGISTRATION	1,375	52,885	55,000	96.15%	2,225	56,380	112.76%	3,495	-6.20%
502120 - ALARM PERMITS	4,425	57,793	45,000	128.43%	3,309	55,668	111.34%	2,124	3.82%
502122 - POOL OR SPA INSPECTION FEE	50	6,300	5,000	126.00%		4,400	146.67%	1,900	43.18%
52 - PERMITS & LICENSES Total	**$121,104**	**$702,784**	**$647,500**	**108.54%**	**$54,155**	**$585,855**	**102.41%**	**$116,929**	**19.96%**
53 - FINES & FEES									
503101 - MUNICIPAL COURT FINES	$17,827	$204,115	$275,000	74.22%	$21,164	$225,863	75.29%	$21,748	-9.63%
503102 - COURT RELATED FEES	3,681	53,464	60,000	89.11%	5,523	58,539	90.06%	5,074	-8.67%
503103 - SCHOOL CROSSING FEES	164	1,863	2,500	74.51%	155	2,358	67.37%	495	-21.00%
503201 - LIBRARY FINES	244	2,652	5,000	53.05%	890	6,965	232.16%	4,313	-61.92%
503301 - FALSE ALARM FINES	50	285	7,500	3.80%	225	1,360	9.07%	1,075	-79.04%
509609 - RETURN CHECK FEES	53	(25)	100	-24.85%		148	147.85%	173	-116.81%
53 - FINES & FEES Total	**$22,018**	**$262,355**	**$350,100**	**74.94%**	**$27,956**	**$295,233**	**76.37%**	**$32,878**	**-11.14%**

001 - GENERAL FUND
AS OF AUGUST 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES									
504102 - DISD SCHOOL CROSSING GUARDS	$0	$40,229	$50,310	79.96%	$12,404	$37,036	87.14%	$3,193	8.62%
504103 - DALLAS CNTY CROSSING GUARD REV	9,278	39,432	40,000	98.58%	3,722	30,962	77.41%	8,469	27.35%
504109 - REIMB FOR REG EMERG MANAGER	20,624	65,675	147,551	44.51%		38,938	38.94%	26,737	68.67%
507105 - SENIOR MEAL DONATIONS	361	8,451	0	0.00%	333	2,278	0.00%	6,173	271.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	32,927	60,000	54.88%		0	0.00%	32,927	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	22,879	100,586	50,000	201.17%	19,938	85,500	0.00%	15,086	17.64%
54 - INTERGOV REVENUES Total	**$53,142**	**$287,300**	**$347,861**	**82.59%**	**$36,397**	**$194,715**	**81.99%**	**$92,586**	**47.55%**
55 - INTEREST									
505101 - INTEREST ON GOVT POOL INVEST	$120,701	$1,265,225	$525,320	240.85%	$125,679	$1,167,036	68649.19%	$98,189	8.41%
505103 - CERT OF DEPOSIT INTEREST	18,191	188,278	102,582	183.54%	12,652	109,309	303.64%	78,969	72.24%
505106 - MONEY MARKET INTEREST	85,636	931,583	507,249	183.65%	85,172	752,266	2507.55%	179,317	23.84%
55 - INTEREST Total	**$224,528**	**$2,385,086**	**$1,135,151**	**210.11%**	**$223,503**	**$2,028,611**	**2996.47%**	**$356,475**	**17.57%**
56 - FRANCHISE FEE REV									
501301 - FRANCHISE FEE ELECTRIC	$1,192	$768,261	$1,150,000	66.81%		$756,956	65.82%	$11,305	1.49%
501302 - FRANCHISE FEE GAS	88,750	426,974	390,000	109.48%	81,959	431,315	129.91%	4,341	-1.01%
501303 - FRANCHISE FEE TELEPHONE	17,087	59,248	75,000	79.00%	18,395	78,670	95.94%	19,421	-24.69%
501304 - FRANCHISE FEE CABLE TV	33,393	103,231	140,000	73.74%	39,224	121,849	69.63%	18,619	-15.28%
56 - FRANCHISE FEE REV Total	**$140,422**	**$1,357,715**	**$1,755,000**	**77.36%**	**$139,578**	**$1,388,791**	**79.86%**	**$31,076**	**-2.24%**
57 - CHARGES FOR SERVICES									
502105 - EMERGENCY MEDICAL SERVICE	$97,883	$778,552	$900,000	86.51%		$0	0.00%	$778,552	
507102 - RECREATION FEES	22,887	225,328	200,000	112.66%	23,975	172,015	74.79%	53,313	30.99%
507104 - SENIOR CENTER ANNUAL USER FEE	740	4,828	2,200	219.43%	875	4,505	112.63%	323	7.16%
507107 - RECREATION CENTER CLASSES	1,871	27,183	16,000	169.90%	1,702	26,433	182.30%	750	2.84%
507108 - SPECIAL EVENTS	0	26,089	16,000	163.06%	120	49,724	414.37%	23,635	-47.53%
507109 - SENIOR CLASS/TRIPS	447	5,258	3,000	175.27%	576	5,760	320.00%	502	-8.72%
509603 - LIBRARY SERVICE FEES	1,657	15,844	10,000	158.44%	2,258	25,152	314.40%	9,308	-37.01%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%		1,768	0.00%	1,768	-100.00%
57 - CHARGES FOR SERVICES Total	**$125,485**	**$1,083,082**	**$1,147,200**	**94.41%**	**$29,506**	**$285,357**	**25.47%**	**$797,724**	**279.55%**
58 - TRANSFER FROM FUNDS									
598002 - PILOT FEE TZ-CITY WWW UTILITY	$128,507	$1,413,575	$1,542,082	91.67%	$143,720	$1,525,983	88.48%	$112,408	-7.37%
599002 - TRANS FROM UTILITY FUND-002	88,783	976,610	1,065,393	91.67%	88,783	1,031,548	96.82%	54,937	-5.33%
599010 - TRANS FROM HOTEL FUND-010	2,968	32,648	35,616	91.67%	2,606	28,662	91.67%	3,986	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	133,663	145,814	91.67%	6,166	67,826	91.67%	65,837	97.07%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%		0	0.00%	0	0.00%
58 - TRANSFER FROM FUNDS Total	**$232,409**	**$2,556,496**	**$2,795,905**	**91.44%**	**$241,274**	**$2,654,019**	**91.35%**	**$97,522**	**-3.67%**

001 - GENERAL FUND
AS OF AUGUST 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
59 - OTHER SOURCES									
503202 - LIBRARY DONATIONS	$0	$0	$0	0.00%		$44	0.00%	$44	-100.00%
509101 - SALE OF FIXED ASSETS	0	0	0	0.00%		34,248	0.00%	34,248	-100.00%
509105 - SALE OF MATERIALS	475	1,027	3,750	27.39%		666	26.64%	361	54.20%
509201 - INSURANCE RECOVERY	0	18,131	0	0.00%		22,578	0.00%	4,447	-19.70%
509601 - MISCELLANEOUS REVENUE	120,400	171,290	100,000	171.29%	2,444	206,870	206.87%	35,580	-17.20%
509602 - CASH OVER AND SHORT	10	1,249	0	0.00%	339	938	0.00%	312	33.22%
509604 - POLICE ACCIDENT REPORTS	352	4,445	3,500	127.00%	328	3,370	96.28%	1,075	31.91%
509606 - AUCTION PROCEEDS	0	0	0	0.00%		0	0.00%	0	0.00%
509612 - CITY SERVICES REIMBURSEMENT	1,290	8,501	58,000	14.66%		8,901	15.35%	399	-4.49%
509613 - WORKERS COMP REIMBURSEMENT	11,756	34,091	45,000	75.76%	3,336	17,591	87.96%	16,500	93.80%
509614 - RENTAL OF TOWER	13,523	134,901	225,000	59.96%	13,620	135,312	69.75%	411	-0.30%
509617 - LEASE INCOME-EON	0	0	0	0.00%		120,000	0.00%	120,000	-100.00%
509618 - GAS WELL OIL REVENUE	0	8,063	13,000	62.02%	701	10,713	133.91%	2,650	-24.74%
509623 - CLAIM REIMBURSEMENTS	0	212	0	0.00%		1,305	0.00%	1,093	-83.77%
588888 - REVENUE SUSPENSE	0	0	0	0.00%		1,419	0.00%	1,419	-100.00%
59 - OTHER SOURCES Total	**$147,786**	**$381,911**	**$448,250**	**85.20%**	**$20,767**	**$563,954**	**144.23%**	**$182,043**	**-32.28%**
Grand Total	**$2,097,512**	**$38,392,232**	**$40,788,325**	**94.13%**	**$1,750,241**	**$36,245,210**	**94.96%**	**$2,147,022**	**5.92%**

001 - GENERAL FUND
AS OF AUGUST 31, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.									
01011000 - MAYOR AND COUNCIL	($864)	$63,385	$108,582	58.38%	$5,555	$95,631	66.49%	$32,246	-33.72%
01011020 - MAYOR	0	2,054	8,500	24.17%	397	12,078	142.09%	(10,024)	-82.99%
01011021 - DISTRICT 1	0	996	7,000	14.23%	510	1,621	23.15%	(625)	-38.55%
01011022 - DISTRICT 2	0	552	7,000	7.89%	510	1,838	26.26%	(1,286)	-69.95%
01011023 - DISTRICT 3	0	510	7,000	7.29%		2,527	36.11%	(2,017)	-79.82%
01011024 - DISTRICT 4	0	6,332	7,000	90.46%		5,540	79.15%	792	14.30%
01011025 - DISTRICT 5	0	836	7,000	11.94%		1,349	19.27%	(513)	-38.03%
01011026 - DISTRICT AT LARGE	0	3,675	7,000	52.49%		1,613	23.05%	2,061	127.77%
01011100 - CITY ADMINISTRATION	88,041	675,438	774,007	87.27%	78,376	902,820	102.83%	(227,382)	-25.19%
01011200 - CITY SECRETARY	23,270	259,230	354,408	73.14%	17,776	241,987	63.38%	17,244	7.13%
01011300 - HUMAN RESOURCES	39,941	486,108	537,086	90.51%	43,161	437,115	90.44%	48,992	11.21%
01011400 - INFO TECHNOLOGY	72,703	1,077,869	1,563,915	68.92%	85,017	951,635	84.46%	126,233	13.26%
01011500 - PUBLIC INFORMATION OFFICE	41,643	419,720	497,264	84.41%	40,774	263,424	99.27%	156,296	59.33%
01011600 - PUBLIC LIBRARY	119,431	968,345	1,123,899	86.16%	115,642	965,524	91.35%	2,821	0.29%
01011700 - CITY MARSHAL	11,029	97,161	120,107	80.89%	10,539	86,486	86.54%	10,675	12.34%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$395,195**	**$4,062,210**	**$5,129,768**	**79.19%**	**$398,257**	**$3,971,189**	**88.51%**	**$91,021**	**2.29%**
0102 - FISCAL SERVICES DEPT.									
01022000 - ACCOUNTING & REPORTING	$135,649	$942,017	$1,143,531	82.38%	$95,526	$820,233	80.47%	$121,784	14.85%
01022300 - MUNICIPAL COURT	48,718	447,387	537,945	83.17%	52,073	429,167	86.83%	18,220	4.25%
01022500 - PROCUREMENT OFFICE	26,260	210,681	243,330	86.58%	24,088	183,647	82.69%	27,035	14.72%
0102 - FISCAL SERVICES DEPT. Total	**$210,626**	**$1,600,085**	**$1,924,806**	**83.13%**	**$171,687**	**$1,433,047**	**82.57%**	**$167,038**	**11.66%**
0103 - NEIGHBORHOOD & PLANNING DEPT.									
01036100 - BUILDING INSPECTION	$74,289	$539,061	$641,013	84.10%	$49,283	$408,863	81.13%	$130,199	31.84%
01036401 - PLANNING SERVICES	20,329	161,602	214,455	75.35%	17,672	149,282	83.21%	12,321	8.25%
01036500 - NEIGHBORHOOD SERVICES	37,618	423,511	525,029	80.66%	53,969	464,614	83.78%	(41,103)	-8.85%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	9,152	75,892	84,388	89.93%	9,032	47,382	61.60%	28,510	60.17%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$141,388**	**$1,200,067**	**$1,464,885**	**81.92%**	**$129,956**	**$1,070,140**	**81.39%**	**$129,926**	**12.14%**
0104 - PARK AND RECREATION DEPT.									
01044000 - PARK & REC ADMINISTRATION	$30,616	$261,866	$290,023	90.29%	$28,956	$246,562	90.90%	$15,304	6.21%
01044100 - REC PROGRAM ADMIN	41,935	374,789	450,212	83.25%	51,436	379,731	83.39%	(4,942)	-1.30%
01044200 - SPECIAL EVENTS ADMIN	(16,528)	326,775	331,833	98.48%	18,055	326,489	109.25%	286	0.09%
01044300 - ATHLETIC PROGRAMMING	45,033	448,141	453,123	98.90%	57,292	423,548	100.98%	24,593	5.81%
01044500 - HORTICULTURE	22,475	174,925	193,996	90.17%	22,055	115,464	63.54%	59,460	51.50%
01044600 - PARK GROUNDS MAINTENANCE	196,682	1,487,913	1,744,209	85.31%	273,144	1,049,363	73.09%	438,550	41.79%
01044900 - SENIOR CENTER	25,189	241,094	276,425	87.22%	27,363	202,487	88.45%	38,607	19.07%
0104 - PARK AND RECREATION DEPT. Total	**$345,403**	**$3,315,503**	**$3,739,820**	**88.65%**	**$478,302**	**$2,743,645**	**83.36%**	**$571,858**	**20.84%**

001 - GENERAL FUND
AS OF AUGUST 31, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.									
01055000 - POLICE ADMINISTRATION	$211,274	$2,278,399	$2,599,300	87.65%	$209,337	$2,053,842	90.72%	$224,556	10.93%
01055100 - PATROL	647,881	5,194,539	5,693,004	91.24%	573,968	4,555,301	88.91%	639,238	14.03%
01055200 - CRIMINAL INVESTIGATION	163,755	1,318,284	1,556,073	84.72%	146,056	1,385,494	87.96%	(67,211)	-4.85%
01055300 - ANIMAL CONTROL	45,962	477,549	575,285	83.01%	49,644	501,660	93.03%	(24,111)	-4.81%
01055400 - SCHOOL GUARDS	5,788	87,930	100,620	87.39%	6,798	91,724	103.96%	(3,794)	-4.14%
01055500 - CRIME PREVENTION	17,087	146,178	168,083	86.97%	16,142	136,735	88.41%	9,443	6.91%
01055600 - SWAT ORG	9,677	88,130	146,049	60.34%	7,224	72,619	69.67%	15,511	21.36%
01055700 - RECORDS	42,437	334,602	378,642	88.37%	42,735	323,369	90.70%	11,233	3.47%
01055900 - POLICE SPECIAL SERVICES	27,761	322,230	411,983	78.21%	112,921	401,777	89.68%	(79,547)	-19.80%
0105 - POLICE SERVICES DEPT. Total	**$1,171,624**	**$10,247,840**	**$11,629,039**	**88.12%**	**$1,164,825**	**$9,522,521**	**89.38%**	**$725,319**	**7.62%**
0106 - PUBLIC WORKS DEPT.									
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$40,074	$402,694	$581,263	69.28%	$53,185	$426,072	74.63%	$23,379	-5.49%
01066200 - STREET MAINTENANCE	333,639	1,556,439	2,886,237	53.93%	100,280	1,645,980	47.20%	(89,541)	-5.44%
01066300 - TRAFFIC OPERATIONS	379,630	887,939	1,110,552	79.95%	175,234	893,140	83.36%	(5,201)	-0.58%
01066700 - EQUIPMENT SERVICES	348,501	1,373,402	1,840,941	74.60%	125,404	1,261,201	93.45%	112,201	8.90%
01066800 - BUILDING MAINTENANCE	95,784	993,876	1,047,330	94.90%	87,222	723,490	80.22%	270,386	37.37%
0106 - PUBLIC WORKS DEPT. Total	**$1,197,628**	**$5,214,350**	**$7,466,322**	**69.84%**	**$541,325**	**$4,949,884**	**67.06%**	**$264,466**	**5.34%**
0107 - FIRE SERVICES DEPT.									
01077000 - FIRE ADMINISTRATION	$41,236	$563,428	$685,422	82.20%	$59,257	$573,194	80.10%	$9,766	-1.70%
01077100 - FIRE PREVENTION	40,143	337,607	355,291	95.02%	34,635	276,761	90.60%	60,846	21.98%
01077200 - FIRE SUPPRESSION	583,538	5,229,710	5,188,258	100.80%	583,061	4,477,023	97.93%	752,686	16.81%
01077300 - ADVANCED LIFE SUPPORT	251,990	1,590,093	1,796,383	88.52%	198,125	1,455,888	80.85%	134,206	9.22%
01077500 - EMERGENCY MANAGEMENT ADMIN	19,509	161,517	197,229	81.89%	14,282	120,977	86.81%	40,540	33.51%
0107 - FIRE SERVICES DEPT. Total	**$936,417**	**$7,882,356**	**$8,222,583**	**95.86%**	**$889,360**	**$6,903,844**	**91.65%**	**$978,512**	**14.17%**
0108 - NON-DEPARTMENTAL									
01088000 - GENERAL NON DEPARTMENTAL	$123,472	$1,102,203	$1,588,783	69.37%	$72,386	$650,295	36.83%	$451,908	69.49%
0108 - NON-DEPARTMENTAL Total	**$123,472**	**$1,102,203**	**$1,588,783**	**69.37%**	**$72,386**	**$650,295**	**36.83%**	**$451,908**	**69.49%**
0109 - USE OF FUND BALANCE									
01099000 - USE OF FUND BALANCE	$0	$0	$100,731	0.00%	$0	$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	**$0**	**$0**	**$100,731**	**0.00%**	**$0**	**$0**	**0.00%**	**$0**	**0.00%**
Grand Total	**$4,521,752**	**$34,624,613**	**$41,266,738**	**83.90%**	**$3,846,100**	**$31,244,564**	**71.78%**		

002 - WATER/SEWER UTILITY FUND
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$6,230	$4,000	155.75%	$4,270	106.74%	$1,960	45.91%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	391,725	17,100	2290.79%	217,835	1273.89%	173,890	79.83%
57 - CHARGES FOR SERVICES	16,707,335	21,061,642	79.33%	15,883,276	83.02%	824,059	5.19%
59 - OTHER SOURCES	880,983	880,277	100.08%	168,867	238.59%	712,116	421.70%
Revenue Total	$17,986,272	$21,963,619	81.89%	$16,274,247	84.65%	$1,712,025	10.52%
Expense							
60 - SALARY AND BENEFITS	$1,944,346	$2,326,735	83.57%	$1,799,491	84.27%	$144,855	8.05%
72 - SUPPLIES & MATERIALS	270,071	653,528	41.33%	433,147	63.04%	(163,076)	-37.65%
73 - CONTRACT & PROF SVCS	9,028,151	10,788,222	83.69%	9,091,097	90.90%	(62,946)	-0.69%
74 - MAINT & REPAIR SVCS	241,266	346,900	69.55%	235,998	70.74%	5,268	2.23%
75 - UTILITIES	146,877	124,220	118.24%	68,010	55.47%	78,867	115.96%
78 - TRANSFER TO FUNDS	5,161,081	8,422,998	61.27%	3,668,180	40.76%	1,492,901	40.70%
79 - OTHER FINANCING USES	5,860	14,450	40.55%	11,145	55.86%	(5,285)	-47.42%
Expense Total	$16,797,652	$22,677,053	74.07%	$15,307,067	68.62%	$1,490,585	9.74%
Net Income (Loss)	**$1,188,620**	**($713,434)**		**$967,180**			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$ 12,036,796**	**$ 12,036,796**
ENDING FUND BALANCE	**$ 13,225,416**	**$ 11,323,361**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	49.9%
# of Days Coverage	182
Reserve Minimum $$ (90 Days)	$ 5,591,602
Reserve Maximum $$ (150 Days)	$ 9,319,337
Excess over Maximum $$	**$ 2,004,025**

UTILITY CIP FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$2,500,000	$5,149,340	48.55%	$0	0.00%	$2,500,000	0.00%
Expense	$2,891,005	$7,817,577	36.98%	$3,117,476	44.39%	($226,470)	-7.26%
Net Income (Loss)	**$391,005**	**$2,668,237**		**($3,117,476)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,623,802**
ENDING FUND BALANCE	**$ 2,232,797**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$500,000	0.00%	$916,667	91.67%	($916,667)	-100.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$500,000**		**$916,667**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,000,000**
ENDING FUND BALANCE	**$ 1,000,000**

010 - HOTEL TAX FUND
AS OF AUGUST 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$1,036,827	$893,000	116.11%	$1,099,751	123.43%	(62,924)	5.72%
55 - INTEREST	0	500	0.00%	0	0.00%	0	0.00%
Revenue Total	**$1,036,827**	**$893,500**	**116.04%**	**$1,099,751**	**123.36%**	**($62,924)**	**5.72%**
Expense							
60 - SALARY AND BENEFITS	$80,610	$93,654	86.07%	$55,273	65.73%	(25,337)	-45.84%
72 - SUPPLIES & MATERIALS	0	5,150	0.00%	909	15.00%	909	100.00%
73 - CONTRACT & PROF SVCS	609,846	1,033,764	58.99%	373,320	53.11%	(236,526)	-63.36%
78 - TRANSFER TO FUNDS	32,648	35,616	91.67%	28,662	91.67%	(3,986)	-13.91%
79 - OTHER FINANCING USES	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	**$723,104**	**$1,171,979**	**61.70%**	**$458,165**	**55.33%**	**($264,939)**	**-57.83%**
Net Income (Loss)	**$313,723**	**($278,479)**		**$641,587**			

UNAUDITED BEGINNING FUND BALANCE	**$ 4,139,060**
ENDING FUND BALANCE	**$ 4,452,783**

012 - ECONOMIC DEVELOPMENT
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue							
51 - SALES & OTHER TAXES	$2,471,283	$3,384,216	73.02%	$2,457,723	77.99%	13,560	100.00%
55 - INTEREST	80,780	60,386	133.77%	48,557	0.00%	32,222	66.36%
Revenue Total	**$2,552,062**	**$3,444,602**	**74.09%**	**$2,506,280**	**79.54%**	**$45,782**	**1.83%**
Expense							
60 - SALARY AND BENEFITS	$435,694	$562,735	77.42%	$407,973	89.75%	(27,721)	6.79%
72 - SUPPLIES & MATERIALS	54,309	81,665	66.50%	62,717	85.06%	8,408	-13.41%
73 - CONTRACT & PROF SVCS	279,538	575,145	48.60%	94,080	31.26%	(185,459)	197.13%
74 - MAINT & REPAIR SVCS	55,388	85,600	64.71%	11,474	16.97%	(43,914)	382.72%
75 - UTILITIES	16,106	23,200	69.42%	11,790	55.88%	(4,316)	36.60%
76 - CAPITAL OUTLAY	0	75,000	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	681,312	694,283	98.13%	590,330	96.33%	(90,982)	15.41%
79 - OTHER FINANCING USES	1,285,235	2,727,770	47.12%	307,752	13.65%	(977,483)	317.62%
Expense Total	**$2,807,582**	**$4,825,398**	**58.18%**	**$1,486,116**	**39.26%**	**($1,321,466)**	**88.92%**
Net Income (Loss)	**($255,519)**	**($1,380,796)**		**$1,020,165**			

UNAUDITED BEGINNING FUND BALANCE	**$**	**6,962,857**
ENDING FUND BALANCE	**$**	**6,707,338**

015 - DRAINAGE FUND
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$200	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	384,476	780,000	49.29%	664,905	85.24%	(280,428)	-42.18%
Revenue Total	**$384,476**	**$780,200**	**49.28%**	**$664,905**	**85.22%**	**($280,428)**	**-42.18%**
Expense							
60 - SALARY AND BENEFITS	$1,726	$116,942	1.48%	$2,099	1.57%	374	-17.79%
72 - SUPPLIES & MATERIALS	7,587	20,415	37.17%	7,079	36.29%	(508)	7.18%
73 - CONTRACT & PROF SVCS	75,791	418,653	18.10%	61,247	44.17%	(14,544)	23.75%
74 - MAINT & REPAIR SVCS	0	8,000	0.00%	3,528	44.10%	3,528	-100.00%
75 - UTILITIES	195	168	115.85%	93	55.42%	(102)	109.04%
76 - CAPITAL OUTLAY	1,420,501	1,918,985	74.02%	51,136	3.28%	(1,369,366)	2677.92%
79 - OTHER FINANCING USES	624	6,760	9.23%	0	0.00%	(624)	0.00%
Expense Total	**$1,506,424**	**$2,489,923**	**60.50%**	**$125,183**	**6.71%**	**($1,381,241)**	**1103.38%**
Net Income (Loss)	**($1,121,947)**	**($1,709,723)**		**$539,722**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,598,060**
ENDING FUND BALANCE	**$ 476,113**

019 - SANITATION FUND
AS OF AUGUST 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	274,151	230,000	119.20%	256,701	116.68%	17,449	6.80%
57 - CHARGES FOR SERVICES	3,457,726	4,456,118	77.60%	3,702,997	82.18%	(245,271)	-6.62%
Revenue Total	**$3,731,877**	**$4,686,618**	**79.63%**	**$3,959,698**	**83.77%**	**($227,822)**	**-5.75%**
Expense							
60 - SALARY AND BENEFITS	$282,951	$312,081	90.67%	$264,205	93.07%	(18,746)	7.10%
72 - SUPPLIES & MATERIALS	7,773	17,573	44.23%	11,779	73.42%	4,006	-34.01%
73 - CONTRACT & PROF SVCS	3,378,748	4,091,957	82.57%	3,161,153	74.72%	(217,595)	6.88%
74 - MAINT & REPAIR SVCS	0	10,000	0.00%	4,959	82.65%	4,959	-100.00%
75 - UTILITIES	341	356	95.72%	235	65.97%	(106)	45.08%
78 - TRANSFER TO FUNDS	116,230	217,705	53.39%	9,738	6.06%	(106,492)	1093.60%
79 - OTHER FINANCING USES	1,088	1,200	90.69%	1,182	81.49%	93	-7.90%
Expense Total	**$3,787,131**	**$4,650,872**	**81.43%**	**$3,453,250**	**73.49%**	**($333,881)**	**9.67%**
Net Income (Loss)	**($55,254)**	**$35,746**		**$506,448**			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$ 1,057,620**	**$ 1,057,620**
ENDING FUND BALANCE	**$ 1,002,366**	**$ 1,093,365**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	23.5%
# of Days Coverage	86
Reserve Minimum $$ (90 Days)	$ 1,146,790
Reserve Maximum $$ (150 Days)	$ 1,911,317
Amount needed to reach minimum	**$ 53,425**

456 - FIELDHOUSE
AS OF AUGUST 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$0	$0	0.00%	$600	0.00%	(600)	-100.00%
57 - CHARGES FOR SERVICES	1,084,799	1,387,500	78.18%	1,033,625	75.70%	51,174	4.95%
58 - TRANSFER FROM FUNDS	538,625	538,625	100.00%	518,100	97.06%	20,525	3.96%
59 - OTHER SOURCES	211,476	170,500	124.03%	136,436	102.78%	75,040	55.00%
Revenue Total	**$1,834,900**	**$2,096,625**	**87.52%**	**$1,688,761**	**83.11%**	**$146,140**	**8.65%**
Expense							
60 - SALARY AND BENEFITS	$586,124	$573,012	102.29%	$519,355	92.44%	66,769	12.86%
72 - SUPPLIES & MATERIALS	224,355	285,354	78.62%	209,277	77.61%	15,078	7.20%
73 - CONTRACT & PROF SVCS	366,822	452,774	81.02%	354,955	85.23%	11,867	3.34%
74 - MAINT & REPAIR SVCS	35,534	44,754	79.40%	36,447	74.53%	(913)	-2.51%
75 - UTILITIES	113,365	118,564	95.62%	80,360	68.47%	33,005	41.07%
77 - DEBT SERVICES	536,950	539,125	99.60%	534,275	99.13%	2,675	0.50%
78 - TRANSFER TO FUNDS	3,575	3,900	91.67%	2,925	75.00%	650	22.22%
79 - OTHER FINANCING USES	2,155	2,450	87.96%	541	21.64%	1,614	298.43%
Expense Total	**$1,868,880**	**$2,019,933**	**92.52%**	**$1,738,135**	**88.70%**	**$130,745**	**7.52%**
Net Income (Loss)	**($33,980)**	**$76,692**		**($49,374)**			

UNAUDITED BEGINNING FUND BALANCE	$	**(1,717,565)**
ENDING FUND BALANCE	$	**(1,751,545)**

SPECIAL REVENUE FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$512,911	$560,525	91.51%	$429,045	91.65%	$83,866	19.55%
Expense	$534,885	$585,000	91.43%	$599,909	84.35%	($65,024)	-10.84%
Net Income (Loss)	**($21,974)**	**($24,475)**		**($170,864)**			

UNAUDITED BEGINNING FUND BALANCE	$	**584,909**
ENDING FUND BALANCE	$	**562,935**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$370,931	$431,650	85.93%	$129,597	64.80%	$241,334	186.22%
Expense	$264,732	$511,079	51.80%	$52,925	24.03%	$211,807	400.20%
Net Income (Loss)	**$106,199**	**($79,429)**		**$76,671**			

UNAUDITED BEGINNING FUND BALANCE	$	**279,823**
ENDING FUND BALANCE	$	**386,022**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$139,137	$96,958	143.50%	$97,937	101.01%	$41,200	0.00%
Expense	$0	$82,250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$139,137**	**$14,708**		**$97,937**			

UNAUDITED BEGINNING FUND BALANCE	$	**509,934**
ENDING FUND BALANCE	$	**649,071**

SPECIAL REVENUE FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$494,248	$1,001,826	49.33%	$1,466,921	49.62%	($972,673)	-66.31%
Net Income (Loss)	**$494,248**	**$1,001,826**		**$1,466,921**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,505,357**						
ENDING FUND BALANCE	**$ 1,011,109**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$3,377,817	$3,365,536	100.36%	$747,470	2031.17%	$2,630,347	351.90%
Expense	$351,612	$1,195,036	29.42%	$305,383	200.55%	$46,229	15.14%
Net Income (Loss)	**$3,026,206**	**$2,170,500**		**$442,088**			
UNAUDITED BEGINNING FUND BALANCE	**$ 850,291**						
ENDING FUND BALANCE	**$ 3,876,497**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$30,904	$95,000	32.53%	$48,041	50.52%	($17,137)	-35.67%
Expense	$0	$20,000	0.00%	$142,247	177.81%	($142,247)	-100.00%
Net Income (Loss)	**$30,904**	**$75,000**		**($94,206)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 14,147**						
ENDING FUND BALANCE	**$ 45,051**						

SPECIAL REVENUE FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$6,615	$8,000	82.69%	$7,869	78.69%	($1,254)	-15.93%
Expense	$2,166	$1,196	181.15%	$220	0.00%	$1,946	885.47%
Net Income (Loss)	**$4,449**	**$6,804**		**$7,649**			
UNAUDITED BEGINNING FUND BALANCE	**$ 63,775**						
ENDING FUND BALANCE	**$ 68,224**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$7,225	$8,000	90.31%	$8,694	71.26%	($1,469)	-16.90%
Expense	$407	$8,000	5.09%	$879	7.94%	($472)	-53.70%
Net Income (Loss)	**$6,818**	**($0)**		**$7,814**			
UNAUDITED BEGINNING FUND BALANCE	**$ (278)**						
ENDING FUND BALANCE	**$ 6,540**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$5,639	$7,500	75.19%	$6,600	52.80%	($961)	-14.55%
Expense	$0	$250	0.00%		0.00%	$0	0.00%
Net Income (Loss)	**$5,639**	**$7,250**		**$5,911**			
UNAUDITED BEGINNING FUND BALANCE	**$ 49,180**						
ENDING FUND BALANCE	**$ 54,819**						

SPECIAL REVENUE FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$178,043	$0	0.00%	$4,959,733	98.10%	($4,781,689)	-96.41%
Expense	$1,221,254	$2,837,758	43.04%	$3,233,056	49.24%	($2,011,802)	-62.23%
Net Income (Loss)	**($1,043,211)**	**($2,837,758)**		**$1,726,677**			
UNAUDITED BEGINNING FUND BALANCE	**$ 3,232,357**						
ENDING FUND BALANCE	**$ 2,189,146**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,538,805	$1,484,215	103.68%	$903,298	105.36%	$635,507	70.35%
Expense	$1,159,066	$1,481,356	78.24%	$1,483,506	99.93%	($324,441)	21.87%
Net Income (Loss)	**$379,739**	**$2,858**		**($580,208)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 630,367**
ENDING FUND BALANCE	**$ 1,010,106**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$190,000	0.00%	$0	0.00%	$0	0.00%
Expense	$752,545	$1,194,773	62.99%	$108,246	9.60%	$644,299	595.21%
Net Income (Loss)	**$752,545**	**($1,004,773)**		**($108,246)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 982,467**
ENDING FUND BALANCE	**$ 229,922**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$749,805	$750,000	99.97%	$0	0.00%	$0	0.00%
Expense	$1,789,322	$2,600,000	56.19%	$370,941	7.13%	$1,418,380	382.37%
Net Income (Loss)	**$1,039,517**	**($1,850,000)**		**$370,941**			

UNAUDITED BEGINNING FUND BALANCE	**$ 4,597,429**
ENDING FUND BALANCE	**$ 3,557,912**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$100,000	$200,000	50.00%	$0	0.00%	$0	0.00%
Expense	$333,079	$405,294	82.18%	$0	0.00%	$333,079	0.00%
Net Income (Loss)	**$233,079**	**($205,294)**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	**$ 346,847**						
ENDING FUND BALANCE	**$ 113,768**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$700,994	$0	0.00%	$380,777	33.90%	$0	0.00%
Expense	$152,686	$715,069	-21.35%	$5,405,261	53.41%	($5,557,946)	-102.82%
Net Income (Loss)	**$853,680**	**($715,069)**		**$5,024,484**			
UNAUDITED BEGINNING FUND BALANCE	**$ 7,128,046**						
ENDING FUND BALANCE	**$ 7,981,726**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$40,000	0.00%	$60,000	100.00%	$0	0.00%
Expense	$0	$69,000	0.00%	$2,429	4.05%	($2,429)	-100.00%
Net Income (Loss)	**$0**	**($29,000)**		**$57,571**			
UNAUDITED BEGINNING FUND BALANCE	**$ 60,000**						
ENDING FUND BALANCE	**$ 60,000**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF AUGUST 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$142,483	$154,929	91.97%	$114,370	75.00%	$0	0.00%
Expense	$47,995	$202,700	23.68%	$111,743	78.03%	($63,748)	-57.05%
Net Income (Loss)	**$94,488**	**($47,771)**		**$2,627**			

UNAUDITED BEGINNING FUND BALANCE	$	**193,953**
ENDING FUND BALANCE	$	**288,441**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$990,428	$1,022,480	96.87%	$948,708	94.41%	$0	0.00%
Expense	$1,188,543	$3,273,884	36.30%	$234,631	-25.67%	$1,423,174	100.00%
Net Income (Loss)	**($198,114)**	**($2,251,404)**		**$1,183,339**			

UNAUDITED BEGINNING FUND BALANCE	$	**2,221,468**
ENDING FUND BALANCE	$	**2,023,353**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$37,500	$75,000	50.00%	0	0.00%	$0	0.00%
Expense	$59,880	$75,322	79.50%	0	0.00%	$59,880	0.00%
Net Income (Loss)	**($22,380)**	**($322)**					

UNAUDITED BEGINNING FUND BALANCE	$	-
ENDING FUND BALANCE	$	**(22,380)**

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF AUGUST 31, 2024

	Project Information	Revenue Sources							Project Budget				Actuals			
	DESCRIPTION	Bond Allocation	Utility CIP (017)	One-Time Project (041)	ARPA (758)	General Fund (001)	Grant / Cost Share	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	Status
1	Fire Station 1	$6,000,000	$0	$1,034,426	$3,878,448	$52,000	$0	$10,964,874	$722,630	$7,857,835	$2,397,534	$10,977,999	$858,559	$9,915,112	$1,049,762	Substantially complete - March - Final payment to Core - August
2	Service Center Renovation	$2,400,000						$2,400,000	$208,000		$9,200	$217,200		$202,800	$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	$3,100,000	$4,679,887				$167,420	$7,947,307	$493,460	$7,154,319	$66,000	$7,713,779		$7,672,557	$274,750	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	$2,000,000	$3,300,000					$5,300,000	$458,050	$4,771,000	$43,000	$5,272,050	$170,615	$355,232	$4,944,768	In Design
5	Main Street - $1,500,000 allocated	$1,500,000						$1,500,000				$0		$0		On hold. Awaiting project designation.
6	Rotary Park Parking Lot (COMPLETE)	$50,000						$50,000		$17,405		$17,405		$17,405	$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	$400,000						$400,000		$392,931		$392,931		$392,931	$0	COMPLETE
8	Armstrong Park/Splashpad	$2,250,000					$750,000	$3,000,000	$236,800	$2,810,713	$8,400	$3,055,913	$2,525,086	$3,141,003	-$141,003	GRANT REIMBURSEMENT RECEIVED IN AUGUST - PROJECT COMPLETE
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	$2,900,000						$2,900,000	$317,560	$5,670,000		$5,987,560		$194,948	$2,705,052	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	$1,000,000						$1,000,000		$1,000,000		$1,000,000		$67,278	$932,723	Project options given. Awaiting Council/Community direction.
	TOTAL PROJECTS BUDGET	**$21,600,000**						**$35,462,181**	**$2,436,500**	**$29,674,202**	**$2,524,134**	**$34,634,836**	**$3,554,260**	**$21,959,266**	**$11,963,252**	

DRAINAGE PROJECTS (FUND 015) AT AUGUST 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Ten Mile Creek - Erosion/Drainage	B&N (3220011) Stoic Const (2240298)	165,060	1,425,311		$1,590,371	106,044	1,228,046	1,334,090	256,281	Construction Phase
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067)	5,000	95,128		$100,128	2,340	108,137	110,477	(10,349)	Complete
3	Swan Ridge - Birdwood	SYB Const (3230195)		264,260		$264,260	195,682	54,318	250,000	14,260	Complete
4	Lakeside Park - Culvert	IEA (3230194)	45,190			$45,190	39,430	-	39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Improvements - Los Altos, Jellison, Roundtop	MRB Group	30,000		15,000	$45,000		30,000		45,000	Began in June 2024
6	Drainage Improvements - Bridges	unassigned				$120,000				120,000	Not Started
7	Emergency Drainage 500 Blk Roundtop	Texas Standard (2240474)		23,871	1,145	$25,016		25,016	25,016	($0)	Complete
	TOTALS		**245,250**	**1,784,699**	**15,000**	**$2,189,965**	**$343,496**	**$1,445,517**	**$1,759,014**	**$430,952**	

UTILITY CIP PROJECTS (FUND 017) AT AUGUST 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182) - PO #2300480	55,485	1,540,773	47,139	$1,643,397	950,570	705,217	$ 1,655,787	$ (12,390)	Complete
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const. (2240238)	70,035	1,209,137		$1,279,172	58,518	1,163,531	$ 1,222,049	$ 57,123	In Construction
3	Danieldale Road Reconstruction (UT Portion)	Dunaway (3200023) Pavecon (3210057) Teams Consultants (2300161)	297,564	4,245,132	137,195	$4,679,891	4,645,268		$ 4,645,268	$ 34,623	Substantially Complete - Landscaping
4	Cedar Ridge Road Reconstruction (UT Portion)	Dunaway (3210094)	157,367	1,000,000		$1,157,367	87,707	57,398	$ 145,104	$ 1,012,263	In Design
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. PO# 2240190	75,538	579,469		$655,007	68,138	3,809	$ 71,947	$ 583,060	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex PO# 2300139		999,996		$999,996	998,722		$ 998,722	$ 1,274	Ongoing
7	Danieldale Ground Storage	RJN (3200037) Nova (3210059)	312,386	2,260,137		$2,572,523	2,473,284	34,759	$ 2,508,043	$ 64,480	Complete
8	North Main Pump - Chlorine Injector/Mixer	Dunaway (3210029)	48,624	208,116		$256,740	40,814		$ 40,814	$ 215,926	Construction - Deferrred to FY25
9	SCADA Replacement	Prime Controls (3230218) - PO# 2240146		480,000		$480,000	-	304,825	$ 304,825	$ 175,175	Awaiting ordered materials - Est completion 12/31/24
10	FY 23 Pipebursting	Vortex Turnkey (#2300478)		448,265		$448,265	457,246		$ 457,246	$ (8,982)	Ongoing
11	Softwood Sewer Aerial	Dunaway (3230100)	84,800	1,339,121		$1,423,921	67,520	474,547	$ 542,067	$ 881,854	In Construction
12	Harrington Aerial - Stewart Branch	Dunaway (3230246) Texas Standard Construction (2240640)	76,560	748,079		$824,639		62,360	$ 62,360	$ 762,279	In construction
13	Lead Service Line Replacements Inventory	LJA Engineering (3230250)			207,000	$207,000		47,186	$ 47,186	$ 159,814	In progress
14	FY 2024 Pipebursting	Insituform Technologies (2240642)		498,895		$498,895			$ -	$ 498,895	In progress
15	Loopline @ Fire Station	Not started	50,000			$50,000	-		$ -	$ -	Moved to FY2025
16	Hill City - Steger	Burgess/Niple (3210095)	35,700			$35,700	27,800		$ 27,800	$7,900	Moved to FY2025

UTILITY CIP PROJECTS (FUND 017) AT AUGUST 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
17	Pressue Plan Valves - Vault	Not Started		120,000		$120,000	-		$ -	$ 120,000	Moved to FY2025
18	Cockrell Hill Rd.	Criado & Associates (3210032)	128,468			$128,468	114,394		$ 114,394	$14,074	Moved to FY2025
19	Siphon @ Wheatland	Not Started		250,000		$250,000	-		$ -	$ 250,000	Moved to FY2025
	TOTALS		**1,392,527**	**15,927,120**	**391,334**	**$17,710,980**	**$9,989,980**	**$2,853,632**	**$12,843,612**	**$4,817,368**	

ALLEY PROJECTS (FUND 025) AT AUGUST 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	64,817	339,369	16,000	$420,186	50,739	311,116	361,855		COMPLETE
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	IEA (3230106)	94,582			$94,582	64,216	21,963	86,179	8,403	In Design
	TOTALS					**$514,768**	**$114,955**	**$333,079**	**$448,034**	**$8,403**	

STREET AND SIDEWALK PROJECTS (FUND 020) AT AUGUST 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	US 67 - Landscape + Monument Signage	Westwood Professionals (3200044, 3200161, 3210060) Team Consultants (PO# 2300150, 2220060)	269,045	172,546	12,740	$454,331	441,459	-	441,459	$12,872	COMPLETE
2	Swan Ridge Reconstruction (w/Utilities)	Burgess & Niples (3210043) SYB Construction (3230182)	46,685	842,847		$889,532	243,629	645,903	889,532	$0	COMPLETE
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106) Meca Construction	11,500	536,618		$548,118	11,500	106,642	118,142	$429,976	In Construction
4	BNSF Main/Davis Sidewalks	IEA (3210079) BNSF Railway (3220119)	26,825	60,885		$87,710	87,710		87,710	($0)	COMPLETE
	TOTALS					**$1,979,691**	**$784,298**	**$752,545**	**$1,536,843**	**$442,848**	

ONE-TIME PROJECTS (FUND 041) AT AUGUST 31, 2024

	DESCRIPTION	TOTAL PROJECT BUDGET	PY ACTUAL	FY 2024 YTD	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	PUBLIC SAFETY - P-25 COMPLIANT RADIOS	2,188,003	1,754,550	330,753	2,085,303	102,700	COMPLETE
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	1,007,736	1,260	163,495	164,755	842,981	Final Payment in September
	TOTAL ONE TIME PROJECT BUDGET	**$3,195,739**	**1,755,810**	**494,248**	**$2,085,303**	**$945,681**	

ARPA PROJECTS (FUND 758) AT AUGUST 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay	Employee Premium Pay	Provide premium pay for city employees worked during the pandemic			1,231,136		COMPLETE
2	New Ambulance	Revenue Loss - Public Safety	Ambulance due for replacement.			370,476		COMPLETE
3	Air Purification - Fire Apparatus	Revenue Loss - Public Safety	Install air purfication equipment in Fire response vehicles to assist in mitigating spread of Covid-19			20,690		COMPLETE
4	Adverse Weather Equipment	Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.			4,685		COMPLETE
5	ESRI License	Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.			2,500		COMPLETE
6	SCBA Face Cleaners	Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.			11,380		COMPLETE
7	Bunker Gear	Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordinance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.			141,362		COMPLETE
8	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.			20,829		COMPLETE
9	SCBA Gear	Revenue Loss - Public Safety	New gear for responders.			276,022		COMPLETE
10	Library Carrals	Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.			18,620		COMPLETE
11	Axon Body Worn Cameras/Vest	Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.			70,869		COMPLETE
12	JAMAR Traffic Devices	Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data			8,808		COMPLETE
13	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.			36,300		COMPLETE
14	Radar Trailers	Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.			16,078		COMPLETE

ARPA PROJECTS (FUND 758) AT AUGUST 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submited through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.			580,975		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center			13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.			26,620		COMPLETE
18	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.		88,651	88,651	-	COMPLETE
19	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is $15,000.			421,287	-	COMPLETE
20	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	Emergency Generator for Fire Station 271, HVAC and roof replacement at 103. E Wheatland Rd. building		385,593	385,593	-	COMPLETE
21	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run		84,468	333,856		COMPLETE
22	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.		7,500	17,100		COMPLETE
23	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.		34,291	71,009		COMPLETE
24	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.		104,143	140,568		COMPLETE

ARPA PROJECTS (FUND 758) AT AUGUST 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
25	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	4,000,000	579,750	3,616,412	558,465	Substantially Complete - Awaiting Final Payment
26	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	246,490	97,243	97,243	149,247	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
27	Library Technology	Digital Literacy	Add computers and tablets available to patrons such as a computer dedicated to the visually impaired, Youth Services drawing tablets, STEM Based Tech, and for classes.	70,000		-	70,000	Fall of 2024
28	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	75,000		-	75,000	In Progress
29	IT Network Infrastructure Repairs/Replacement	Revenue Loss	Repair and resolve City network infrastructure issues. The City has experienced continued failure of the network in 2024. This project will ensure network is stable and functional for all stakeholders.	442,700		-	442,700	
	TOTAL			**$4,834,190**	**$1,381,639**	**$8,023,013**	**$1,295,412**	
							9,318,425	**Balance + Actual to Date**