



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

**Tuesday, December 20, 2022**

5:30 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

**or immediately following the 5:30 pm Work Session/Briefing**

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

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

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

**SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE**

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and live-streamed at 5:30 pm on Tuesday, December 20, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

Due to limited seating in council chambers, persons or participants may participate by live broadcast via swagit in order to maintain safe social distance as provided in this notice.

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, December 20, 2022.
- Email [citysecretary@duncanvilletx.gov](mailto:citysecretary@duncanvilletx.gov)
- Email title: Public Comment – Tuesday, December 20, 2022
- First and Last Name; and address

In-person citizen comments will be heard during the Regular Session. Electronic mail comments will be added to the public record and provided to the City Council at the dais.

Page

**SPECIAL WORK SESSION**

City Council will conduct interviews with prospective Board, Committee, and Commission Applicants for the Planning & Zoning Commission, the Duncanville Community Economic Development Corporation Board, the Arts Commission, and the Community Engagement Advisory Board

1. Consider appointments to various Boards and Commissions including the City Planning and Zoning Commission, the Duncanville Community & Economic Development Corporation Board, the Arts Commission, and the Community Engagement Advisory Board with the adoption of the attached Resolution. 7 - 12  
[Special Briefing Session & Item for Individual Consideration to Conduct Interviews and Discuss Board Appointments](#)

## **EXECUTIVE SESSION**

The City Council shall convene into Executive Session, pursuant to the Texas Government Code Section 551.074, Personnel, to discuss appointments and / or duties to the Planning & Zoning Commission and the Duncanville Community Economic Development Corporation.

1. Take any action resulting from Executive Session.

## **WORK SESSION / BRIEFING**

In-person citizen comments will be heard during the Regular Session. Electronic mail comments will be provided to the City Council and made part of the public record.

### **1. DISCUSS AGENDA ITEMS**

### **2. BRIEFINGS / PRESENTATIONS**

- A. Briefing presentation on a proposed revision to the City's overtime policy. 13 - 14  
[Overtime Policy](#)
- B. Timeline to Create a Special Designation Land Use for the Ladd Property 15 - 16  
[Briefing Item - Ladd Property Update to City Council](#)
- C. Emerging Leaders Presentation on City Beautification 17 - 18  
[Briefing - Emerging Leaders Presentation on City Beautification](#)
- D. 2023 City Council Calendar 19 - 21  
[Briefing: City Council 2023 Calendar](#)

## **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** - Rev. Ginger Hertenstein, First Presbyterian Church  
Duncanville

**PLEDGES** - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

## 1. **REPORTS**

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

## 2. **PROCLAMATIONS AND PRESENTATIONS**

None

## 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 Tuesday, 20 Dec 2022

- Email [citysecretary@duncanville.com](mailto:citysecretary@duncanville.com)
- Email title: Public Comment – 20 Dec 2022
- First and Last Name; and address

Please note that in accordance with the City Council's Rules of Procedure, adopted on October 18, 2022, electronic mail comments will not be read aloud. City Council will receive copies at the dais. Comments will be made a part of the public record.

## 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 approval of draft City Council Meeting Minutes for the Regular Meeting of November 1, Special Called Meeting of November 7, Regular Meetings of November 15, and of December 6.

[City Council Meeting Minutes](#)  
[2022-11-01 CCO Meeting Minutes - Draft](#)

22 - 75

[2022-11-07 CCO Meeting Minutes - Draft](#)

[2022-11-15 CCO Meeting Minutes - Draft](#)

[2022-12-06 CCO Meeting Minutes - Draft](#)

- |    |  |           |
|----|--|-----------|
| B. | Consider a Resolution authorizing the first one-year term renewal to Contract #20-097 with Exclusive Protection Services, LLC, to provide security services for the Duncanville Fieldhouse in an amount not to exceed \$75,000.00 annually.<br><a href="#">Renewal of Security Agreement for Duncanville Fieldhouse</a><br><a href="#">Resolution No. - 2021-038R - Security Agreement for Duncanville Fieldhouse</a>                                | 76 - 129  |
| C. | Consider a Resolution approving a Cooperative Purchasing Agreement with Kraftsman through BuyBoard Contract #679-22 for the purchase and installation of a splash pad and general site improvements to Armstrong Park in the expenditure amount of \$2,112,132.90.<br><a href="#">Kraftsman Armstrong Park Bond Improvements</a><br><a href="#">Armstrong Park Site Plan</a><br><a href="#">Resolution No. - 2022-124 - Kraftsman Armstrong Park</a> | 130 - 155 |
| D. | Consider a Resolution approving a Cooperative Purchasing Agreement with T.F. Harper and Associates, L.P. through BuyBoard Contract #581-19 for the purchase and installation of a playground in Armstrong Park in the expenditure amount of \$698,579.76.<br><a href="#">TF Harper Armstrong Park</a>  | 156 - 162 |
| E. | Consider a Resolution authorizing a contract renewal for food and beverage services with Ben E. Keith at the Duncanville Fieldhouse in an amount not to exceed \$125,000.00 annually.<br><a href="#">Ben E. Keith Renewal</a><br><a href="#">Approving Renewal Contract food and beverages</a>   | 163 - 178 |
| F. | Consider a Resolution of the City Council of the City of Duncanville, Texas, awarding a contract through RFP 22-0032 for Janitorial and Portal Services at the Duncanville Fieldhouse to Global Building Maintenance Inc. located in Dallas, Texas, in the unit amounts bid with an estimated expenditure amount of \$228,621.60.<br><a href="#">Janitorial Services at Duncanville Fieldhouse</a>   | 179 - 199 |
| G. | Consider a Resolution approving the fourth and final renewal of Contract 19-001 with Yunex, LLC, for traffic signal maintenance with an estimated expenditure amount of \$164,441.00.<br><a href="#">Yunex LLC Contract Renewal</a>  | 200 - 208 |
| H. | Consider Adopting an Ordinance of the City of Duncanville, Texas, Amending the Code of Ordinances by Amending Chapter 16A "Sign Guidelines", Article VIII "Rules for Specific Sign Types", Section 16A-35 "Political and Election Signs"<br><a href="#">Ordinance Amending Ch 16A-35 Political and Election Signs</a>  | 209 - 213 |
| I. | Consider a Resolution authorizing the application and acceptance of a Dallas County Municipal First Responder Mental Health Program (FRMHP) grant for Duncanville First Responders, including fire and police personnel.<br><a href="#">Municipal First Responder Mental Health Program Launch</a>   | 214 - 221 |



## 5. ITEMS FOR INDIVIDUAL CONSIDERATION

- |    |   |           |
|----|---|-----------|
| A. | Resolution Appointing Members to City Boards, Committees, and Commissions<br><a href="#">Appointing Members - City Boards, Committees, and Commissions</a>  | 222 - 224 |
| B. | Consider a resolution authorizing the approval of a Chapter 380 incentive grant in the amount of \$34,248 by the City of Duncanville to Scooters TX Real Estate Fund 1, LLC and its duly authorized representative, for cost associated with the expansion of a Scooter's Coffee franchise located at 700 W. Camp Wisdom Road, Duncanville, Texas, 75116.<br><a href="#">Chapter 380 Incentive Grant to Scooters TX Real Estate Fund 1, LLC</a> | 225 - 236 |
| C. | Consider a resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to Fiesta Furniture Outlet, LLC, in the amount of \$80,000.00 for qualified expenditures for a building located at 642 E. HWY. 67, Duncanville, TX 75137.<br><a href="#">Improvements to Underground Water Pipes for Building Fire Safety Incentive Grant</a>  | 237 - 250 |
| D. | Consider a resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to D Squared Catering, LLC, in the amount of \$22,374.17 for qualified expenditures for a building located at 519 E. HWY. 67, Duncanville, TX 75116.<br><a href="#">Grease Trap Installation and Related Water and Sewage Infrastructure Improvement Incentive</a>   | 251 - 264 |
| E. | Consider a motion to authorize expenditure of American Rescue Plan Act (ARPA) Emergency Business Assistance Program grants for Qualified Duncanville Small Businesses in an amount not exceed \$160,000.<br><a href="#">ARPA</a>  | 265 - 267 |

## 6. STAFF AND BOARD REPORTS

- |    |   |           |
|----|---|-----------|
| A. | RECEIVE THE DCEDC QUARTERLY REPORT<br><a href="#">DCEDC Quarterly Report</a>  | 268       |
| B. | Receive the Monthly Financial Report as of September 30, 2022.<br><a href="#">Monthly Financial Report as of September 30, 2022</a><br><a href="#">2 2022.09 Monthly Financial Report</a> | 269 - 330 |

## ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance and on the entryway doors to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website <https://www.duncanvilletx.gov/> and said Notice was posted on the following date and time: **Friday, December 16, 2022, by 6:30 P.M.** and remained posted for at least two hours after said meeting was convened.

**Janie Willman, 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.”

---

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

\*\*\*\*\*

“PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN”

“DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA”



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

Consider appointments to various Boards and Commissions including the City Planning and Zoning Commission, the Duncanville Community & Economic Development Corporation, the Arts Commission, and the Community Engagement Advisory Board with the adoption of the attached Resolution.

**Vision Statement:**

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

**Pillar:**

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

**STAFF RESPONSIBLE:**

**Janie Willman, City Secretary**

**BACKGROUND/HISTORY:**

The City Council continues considering appointments to its various board, committees, and commissions as vacancies occur.

The City Council interviewed prospective applicants to its boards, committees, and commissions for the City Planning and Zoning Commission, the Duncanville Community & Economic Development Corporation, the Arts Commission, and the Community Engagement Advisory Board.

This item will be placed on the Items for Individual Consideration to allow for the announcement of the applicants selected for service during this evening's Regular City Council Meeting.

**POLICY EXPLANATION:**

City Council, with the adoption of the attached resolution, will formally appoint citizens to the City Planning and Zoning Commission, the Duncanville Community & Economic Development Corporation, the Arts Commission, and the Community Engagement Advisory Board.

**FUNDING SOURCE:**

**ORG and Object Number**

N A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

1. Adopt the attached resolution authorizing membership appointments.
2. Do not adopt the attached resolution authorizing membership appointments.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Number of Applicants Needed - Add to Staff Report](#)

[New - Res 2022-127 - Res Appointing Members - City Boards, Committees, and Commissions](#)



December 20, 2022 City Council Meeting

Boards, Committees, and Commissions Appointments to be Filled

The following are the number of vacancies that need to be filled on each of the City's Boards and Commissions.

**Planning & Zoning Commission**

One applicant has communicated their preference to serve on the P&Z Commission.  
As of November 7, the P&Z Commission has five members.  
The P&Z Commission needs two more members.  
The P&Z Commission requires seven members.

**Duncanville Community & Economic Development Corporation Board (DCEDC)**

One applicant has communicated their preference to serve on the DCEDC Board.  
As of November 7, the DCEDC has six members.  
The DCEDC needs one more member.  
The DCEDC requires seven members.

**Arts Commission**

Three applicants have communicated their preference to serve on the Arts Commission. As of agenda posting, one of the three applicants was still in the process of being qualified.  
As of November 7, the Arts Commission has five members.  
The Arts Commission needs four members.  
The Arts Commission requires nine members.

**Community Engagement Advisory Board**

One applicant has communicated their preference to serve on the Community Engagement Advisory Board.  
As of November 7, the Community Engagement Advisory Board has one member.  
The Community Engagement Advisory Board requires seven members.

**RESOLUTION NO. 2022-127**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT OF THE BOARD, COMMITTEES, AND COMMISSIONS WHICH ARE SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND MEMBERS SHALL SERVE UPON**

**SUCCESSFUL QUALIFICATION AND AFTER TAKING THE OATH; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas has a variety of Boards, Committees, and Commissions including the City Planning & Zoning Commission, the Duncanville Community & Economic Development Corporation, the Arts Commission, and the Community Engagement Advisory Board

**WHEREAS**, appointments to fill vacancies on the City's various Boards, Committees, and Commissions are required to ensure the ongoing conduct of City business; and,

**WHEREAS**, the City Council of the City of Duncanville, Texas, finds it in the public interest to make appointments to fill said vacancies.

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

**SECTION 1.** The City Council hereby approves the appointment of the boards, committees, and commissions which are set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and elected members shall serve upon successful qualification and taking the oath.

**SECTION 2.** This Resolution shall take effect immediately upon passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



EXHIBIT A

**City Council Boards, Committees, & Commissions**

**City Planning & Zoning Commission**

Appointment to fill remainder of \_\_\_\_ Year, \_\_\_\_\_ (years) for a one or two-year term

\_\_\_\_\_

**Duncanville Community and Economic Development Corporation**

\_\_\_\_\_

**Arts Commission**

Appointments to fill inaugural three-year terms

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Community Engagement Advisory Board**

Appointment to fill inaugural two-year terms

\_\_\_\_\_



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

Briefing presentation on a proposed revision to the City's overtime 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:**

Jennifer Otey, Interim HR Director

**BACKGROUND/HISTORY:**

In the briefing session, the current policy and a proposed revision will be reviewed and discussed. The proposed revision will allow for vacation and holiday time to be considered as hours worked for the purpose of overtime calculation.

**POLICY EXPLANATION:**

Amending the policy will have a positive impact to staff morale, especially the Fire Department, which has to plan time off a year in advance and has a 28-day overtime cycle. The revision will have a financial impact, however, with vacancies, it is estimated to be cost-neutral.

**FUNDING SOURCE:**

**ORG and Object Number**

NA

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

1. Offer feedback on amending the policy.
2. Recommend that the overtime policy remain as is.
3. Other actions as directed by Council.



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

Timeline to Create a Special Designation Land Use for the Ladd Property

**Vision Statement:**

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

**Pillar:**

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.
- **Promote: Innovative Ideas for Development and Re-development**
  - Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.
- **Re-Imagine: High Quality of Life**
  - Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

**STAFF RESPONSIBLE:**

**Agustin Garcia, Managing Director of Development Services**

**Jeremy Tennant, Director of Planning and Neighborhood Services**

**Nathan Warren, Senior Planner**

**BACKGROUND/HISTORY:**

To provide City Council with the anticipated timeline by staff that will include meetings with stakeholders, state and local notification requirements as well as the necessary research to provide the deciding body on all necessary information to make an informed decision on moving forward with a clear direction with the Ladd property, located at 609 West Daniieldale Road.

**POLICY EXPLANATION:**

Council will use the information gathered by staff and recommended by the Planning and Zoning Commission to determine the appropriate land use designation for the Ladd Property.

**FUNDING SOURCE:**

**ORG and Object Number**

N/A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

1. City Council will reach a consensus to request the City Manager to direct staff to move forward with the documented steps and timeline.
2. Other actions as directed by Council.



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

Emerging Leaders Presentation on City Beautification

**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.
- **Promote: Innovative Ideas for Development and Re-development**
  - Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.
- **Re-Imagine: High Quality of Life**
  - Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

**STAFF RESPONSIBLE:**

Jeremy Tennant, Director of Planning & Neighborhood Services

Danny Johnson, Parks Superintendent

Christopher Freis

Chad Chamberlain

Clay Mansell

Leshonda Vaughn

Jonathan DeLeon

**BACKGROUND/HISTORY:**

The Emerging Leaders program is a 12-month training for a select group of our City employees who aspire to be leaders within the City of Duncanville. Our trainer, Jon Stigliano, met with our class monthly to train on various leadership topics. We were assigned a project to focus on the beautification of the City of Duncanville. At the graduation, we presented the project to the Executive Team (see PowerPoint).

**POLICY EXPLANATION:**

The Emerging Leaders team focused on beautification of the City of Duncanville by adding more trash receptacles within our commercial and the consideration of funding a litter collection truck to remove debris and trash in parks, on sidewalks, walkways, alleyways and other pedestrian traffic areas.

**FUNDING SOURCE:**

**ORG and Object Number**

N/A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

N/A





# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

2023 City Council Calendar

**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:**

Janie Willman, City Secretary

Ke'Ryne Smith, City Management Fellow

**BACKGROUND/HISTORY:**

The City Council normally receives an annual calendar to inform its schedule of events, conferences, and City Council Meetings. This is a preliminary calendar which will be updated in January 2023.

**POLICY EXPLANATION:**

City Council will consider the calendar for 2023 and may provide input to staff for planning purposes.

**FUNDING SOURCE:**

**ORG and Object Number**

N A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

1. Consider the 2023 Calendar.
2. Other actions as directed by Council.

**ATTACHMENTS:**

[2023 City Council Calendar](#)

# 2023

## IMPORTANT DATES

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	*18	*19	20	21
22	23	24	25	26	27	28
29	30	31				

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	*17	18
19	20	21	22	23	24	25
26	27	28				

### JANUARY 18

First Filing Date for Election Ballot

### JANUARY 19

Celebrate Duncanville Event

### FEBRUARY 17

Last Legal Filing Date for Election Ballot

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	*24	25	26	27	28	29
30						

### MARCH 26 - 28

National League of Cities Congressional City Conference

### APRIL 24

First Day of Early Voting

### MAY 2

Last Day of Early Voting

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	*2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### MAY 6

Election Day

### MAY 21 - 23

International Council of Shopping Centers Conference

### JULY 4

Requires Further Action to Determine a New Council Member

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	*4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### OCTOBER 4 - 6

Texas Municipal League Annual Conference and Exhibition

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

#### Color Key:

City Holidays

Election Day

City Council Meetings

Coffee with the Mayor

Conferences





# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider approval of draft City Council Meeting Minutes for the Regular Meeting of November 1, Special Called Meeting of November 7, Regular Meetings of November 15, and of December 6.

**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:**

**Janie Willman, City Secretary**

**BACKGROUND/HISTORY:**

The City Council approves the meeting minutes submitted for consideration by the City Secretary.

**POLICY EXPLANATION:**

The City Council Meeting Minutes are submitted for review and approval by the City Council.

**FUNDING SOURCE:**

**ORG and Object Number**

N A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

1. Approve the attached draft City Council Meeting Minutes.
2. Provide corrections or recommendations for improvement.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[2022-11-01 CCO Meeting Minutes - Draft](#)

[2022-11-07 CCO Meeting Minutes - Draft](#)

[2022-11-15 CCO Meeting Minutes - Draft](#)

[2022-12-06 CCO Meeting Minutes - Draft](#)

**Duncanville City Council Meeting Minutes  
Regular City Council Meeting  
Tuesday, November 1, 2022**

**CALL TO ORDER**

A regular meeting of the Duncanville City Council was called to order on Tuesday, November 1, 2022, at 6:02 p.m. in the City Council Briefing Room and City Council Chambers at City Hall with a quorum to wit:

**COUNCIL PRESENT:** Mayor Barry L. Gordon  
Councilmember Don McBurnett  
Councilmember Jeremy Koontz  
Councilmember Greg Contreras  
Councilmember Karen Cherry

**COUNCIL ARRIVAL AT:** Councilmember Patrick Harvey arrived at 6:04 p.m.

**COUNCIL ABSENT:** Councilmember Joe Veracruz

**I. WORK SESSION / BRIEFING****I.1. DISCUSS AGENDA ITEMS**

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each Consent Agenda item. She recognized Alex Hamby, Communications and Marketing Administrator, who introduced Francisco Ramos, Marketing and Communications Specialist.

**I.2. BRIEFINGS / PRESENTATIONS**

I.2A. Discuss the results of the Cedar Ridge Road Corridor Study. Mr. Quinten Plumer, one of the Engineers in charge of the Cedar Ridge Road Corridor Study, addressed the City Council. Staff was directed to bring this agenda item back to the first meeting in December with data to be delivered to the City Council by December 1. Do the worst conditions with the best possible costs and let the Council have the information in advance. It was decided to bring information back in December and January.

The Briefing Session adjourned at 6:59 p.m.

**II. EXECUTIVE SESSION**

No Executive Sessions were held.

**III. REGULAR SESSION****CALL TO ORDER**

The City Council convened into Regular Session at 7:09 p.m., Mayor Gordon presiding and all City Councilmembers except Councilmember Veracruz who was absent.

INVOCATION. The invocation was delivered by Pastor Jerry Gonzalez from Grace Place Church of Christ.

PLEDGES. Mayor Gordon led the assembly in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.

**III.1. REPORTS**

III.1.A. Mayor's Report. Mayor Gordon recognized Mr. Louis Rainey, owner of The Pelican House, as a Champion of the City of Duncanville. He was recognized for his generosity of food donations to the community at Thanksgiving, to our Police Officers, and hospital workers during the Pandemic.

III.1.B. Councilmembers' Reports.

Councilmember McBurnett encouraged people to volunteer for Meals on Wheels especially during the holidays. Commended the Fieldhouse personnel for Boo Bash. Spoke in support of the Duncanville High School, their coaches and the character of the Duncanville High School Administration. He noted the school's marching band is going to state competition.

III.1.C. City Manager's Report. City Manager Ferrell-Benavides reported on a number of Community events. She welcomed Fire Chief Rhode after a brief absence. She introduced Mr. Francisco Ramos, Marketing and Communications Specialist.

**III.2. PROCLAMATIONS AND PRESENTATIONS**

III.2.A. DECA Proclamation was presented by Councilmember At Large Harvey to Dr. Michelle Williams, DECA Advisor, and a DECA Program Student.

**III.3. CITIZENS' INPUT**

Mayor Gordon announced that in keeping with the City Council's Adopted Rules of Procedure on October 18, 2022, electronic mail comments will no longer be read aloud.

Paper copies of the comments received will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

Denise Wynn, 247 Merribrook Trail, Duncanville, Ladd Property Ordinance

Emily Bridges, 418 Oleander Street, Duncanville, Ladd Property proposed Ordinance

Erika Browning, 442 E. Cherry Street, Duncanville, Charles F. Ladd Nature Preserve Ordinance

Diane Robbins, 310 Azalea Lane, Duncanville, Ladd Property proposed Ordinance

Sharla Salazar, PO Box 243, Frost, Texas, Ladd Land

Sarah Pablo, 2700 Arbor Court, Bedford, Ladd Land

Edith and Gene Smith, 203 Linda Lane, Duncanville, Ladd Property

Donna Barnes, 910 S. Avenue C, Duncanville, Ladd Property

Gilbert Cavello, 703 San Juan Drive, Duncanville, Short-Term Rentals

Patricia Ebert, 115 S. Greenstone Lane, Duncanville, Agenda Item 4E Transtar Machine, LLC Grant for \$175,000 and DCEDC City staff and DCEDC Board

Michelle Valadez, Katherine Court resident, rezoning of 723 Katherine Court

**Citizens Public Comment Period.**

Mark Graham, 410 Santa Fe Trail, Duncanville, Ladd Natural Land.

Shannon Roberts, 906 Rock Canyon, Duncanville, Ladd Property Ordinance.

Erika Browning, 442 E. Cherry Street, Duncanville, Ladd Nature Preserve

Councilmember McBurnett called for Point of Order related to acrimony expressed. Mayor Gordon indicated he understood the Point of Order but allowed the speaker to complete her remarks.

Erika Browning identified herself as a proxy for Emily Bridges, 418 Oleander Street, Duncanville, wished to speak for another person in proxy. Ms. Browning was informed that comments by proxy are not permitted.

John Guyon, 302 Willowbrook Drive, Duncanville, Ladd Property Nature Preserve Ordinance status.

Thomas Lackey, 1818 Seabrook, Duncanville, Ladd Property. He wanted to speak on a proxy basis. Mayor Gordon explained Mr. Lackey could express his own comments but that proxy comments are not allowed. He asked the City Council to reconsider the email provision.

Jim Jones, 1627 Nob Hill Circle, Duncanville, Ladd Property. Touched base on emails, people with mobility and disability issues.



- III.4. CONSENT AGENDA.** The following agenda items may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

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

- III.4A. Consider a Resolution authorizing a micro-surfacing pavement treatment services contract with Viking Construction, Inc., through City of Grand Prairie Contract 21478, with an estimated expenditure amount of \$382,661.26.**
- III.4B. Consider a Resolution authorizing a pavement crack and joint sealing services contract with Curtco, Inc., through City of Grand Prairie Contract 21186, with an estimated expenditure amount of \$225,000.**
- III.4C. Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. using BuyBoard Contract 603-20, in an amount not to exceed \$170,000.**
- III.4D. Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc. using Houston-Galveston Area Council of Governments (HGAC) Contract PE-05-21, in an amount not to exceed \$150,000.**
- III.4E. Consider a Resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Transtar Machine LLC in the amount of \$175,000 for qualified expenditures for a building located at 1155 S. Cedar Ridge, Duncanville, Texas, 75137.**

Mayor Gordon stated that, during the Briefing Session, there was discussion about the language raised by Councilmember Koontz. The Council discussed the matter with the City Attorney. The City Attorney has modified the language. The language that the City Attorney is going to read is now the official language of this resolution.

City Attorney Hager read a statement related to the proposed change as follows. "The amended portion is in the second Whereas clause. Whereas Transtar Machine intends to own the building located at 1155 S. Cedar Ridge Drive, Duncanville, Texas intends to improve the off-site water line infrastructure, landscaping, signage, expand employment opportunities, redevelopment and upon completion of such structure, and make any necessary external repairs to enhance ADA compliance in order to relocate its business to said location, and approve the agreement as recited herein..." He noted he will send the changes to the City Secretary and that those changes are made and included in this evening's Resolution on the Consent Agenda.

Councilmember McBurnett made a motion to approve the items as stated, Councilmember Koontz seconded the Consent Agenda with the correction of Item 4E. The vote was cast, 6 for, 0 against. Councilmember Veracruz was absent. The motion carried.

### **III. ITEMS FOR INDIVIDUAL CONSIDERATION.**

- III.5A. Conduct a Public Hearing and adopt an ordinance regarding the request of David and Damaris Moraila, applicants and owners, to include a Specific Use Permit "SUP" for Short-Term Rental on Presidential Estates 8<sup>th</sup> Inst. Block C, Lot 19, more commonly known as 723 Katherine Court, Duncanville, Dallas County, Texas, and consider adopting an ordinance approving the SUP.**

City Planner Nathan Warren presented this agenda item.

Mayor Gordon noted that with the vote of 2 to 2 from the Planning & Zoning Commission, it would require three-fourths vote of the City Council to make the change effective. Any single vote in opposition to the SUP would not make it approved.

#### **Variance**

#### **Request:**

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

**Future Land Use Map Designation**

Low Density Residential

**Zoning District**

SF-10 Single-Family Residential District

**Code Section & Requirements**

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

**Code Section & Requirements – Comprehensive Zoning Ordinance**

- Defined as a residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit between a homeowner and tenant.
  - Section 3.04(B)(8) – Short-Term Rental Standards
  - Short-Term Rental permit must be obtained, and proof of ownership must be provided
  - Short-Term Rentals:
    - Must obtain a SUP in all residential and office/retail districts
    - Not permitted in commercial and industrial districts
    - Allowed by right in downtown districts

19 Mailings Sent Out

1 Replied in Favor

6 Replied in Not In Favor

Three-fourths vote of Council is required to approve request per Article VI, Section 6.02 of the Comprehensive Zoning Ordinance.

**Proviso(s)/Condition(s) for Consideration**

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

**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission failed to approve the item by a vote of 2-2. This triggers a super majority to approve the request.

The Public Hearing was opened at 7:48 p.m.

There was no one to speak in favor of the request.

Cards completed by citizens not wishing to speak but in opposition to the request.  
 Sheila Warren, 626 Madison Court, Duncanville, Opposed to Agenda Item 5A.  
 B. Caldwell, 622 Madison Court, Duncanville, Opposed to Agenda Item 5A.

The following person spoke in opposition of the request.

Amelia Robledo, 911 Eisenhower Drive, Duncanville, Opposed to Agenda Item 5A, agenda pages 226-256.

Motion to close the public hearing at 7:53 p.m. by Councilmember McBurnett and second by Councilmember Koontz. The vote was cast, 6 for, 0 against. Councilmember Veracruz was absent. The motion carried.

It was determined that the applicant was not present.

During the Council discussion, Councilmember Contreras asked if the rental would be by room or by the entire house. Councilmember Koontz heard from a number of constituents opposed to the use itself in the neighborhood.

Motion to approve the SUP was made by Councilmember Koontz and second by Councilmember McBurnett. The vote was cast, 5 for, 1 against. Councilmember Cherry voted in opposition. Councilmember Veracruz was absent. The motion failed. With one councilmember absent, the motion would have to be approved unanimously to prevail.

**IV. STAFF AND BOARD REPORTS**

- A. Receive the Parks and Recreation Quarterly Report.  
Parks and Recreation Director Bart Stevenson presented the Quarterly Report. Director Stevenson introduced new employee Giovanni Bellman who started as a seasonal employee. We also hired an Assistant Director, Mr. Tyler Agee, who starts on November 10, from the City of Houston. He reported on the Department's successes.

Councilmember Koontz asked the City Manager for a progress report on the projects at Harrington Park Project; to look at some options to phase out some of the projects.

- B. Receive the Library Quarterly Report.  
Library Director Julio Velasquez presented the Quarterly Report. Director Velasquez noted staff updates: Hannah Olsen was reclassified as an Assistant Library Director, Circulation Clerk Emma Trapp was promoted to full time. New part time clerk Jennifer House was hired. Candace Garrett who worked in the City Secretary's Office returned to work in the Public Library, her original work home. He reported on the Department's outreach successes working with the Best Southwest Library Consortium. He highlighted activities and programs.

**ADJOURNMENT**

Mayor Gordon adjourned the meeting at 8:12 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon's Signatures

**Duncanville City Council Meeting Minutes  
Special Called City Council Meeting  
Monday, November 7, 2022**

**I. CALL TO ORDER**

A special meeting of the Duncanville City Council was called to order on Monday, November 7, 2022, at 6:02 p.m. in the City Council Chambers at City Hall with a quorum to wit:

**COUNCIL PRESENT:** Mayor Barry L. Gordon

Councilmember Patrick Harvey  
Councilmember Jeremy Koontz  
Councilmember Don McBurnett  
Councilmember Greg Contreras  
Councilmember Karen Cherry

**COUNCIL ABSENT:** Councilmember Joe Veracruz

**II. RECEIVE PUBLIC COMMENTS**

Mayor Gordon noted comments received by electronic mail from the following individual. He acknowledged the comments were provided to the City Council. He directed that the comments be added to the public record.

Patricia Ebert, 115 South Greenstone Lane, Duncanville, made a comment regarding having all board and commission meetings video/audio recorded particularly Board of Adjustment and Planning & Zoning Commission, short-term rentals, and in-person citizen comments.

**Citizens Public Comment Period.**

There were no in-person citizen comments.

**III. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARDS AND COMMISSIONS:**

The Planning and Zoning Commission

Mr. Jarred Davis  
Ms. Carolyn Cardoza  
Ms. D. Bailey Wynne  
Ms. Nancy Gutierrez  
Mr. Alex J. Wheeler

All applicants were interviewed.

The Arts Commission  
Mr. Ron Thompson

The City Council took a break at 7:47 p.m. The City Council was called into order at 8:01 p.m.

Ms. Anne Perry  
Mr. Tim Perry  
Ms. Tiffiney Wyatt  
Ms. Angela Thorpe-Harris

All applicants were interviewed.

The Community Engagement Advisory Board  
Mr. Joe Cole

The applicant was interviewed.

The Multi-Cultural Commission  
There were no applicants interviewed.

Following the interviews, scoring was collected for each of the interviews.

The City Council recessed at 9:09 p.m. The City Council was called to order at 9:19 p.m.

The City Council took a brief recess at 9:38 p.m.

**IV. DISCUSS APPOINTMENTS, DISMISSALS, AND DUTIES FOR THE BOARDS, COMMISSIONS, AND COMMITTEES**

**V. EXECUTIVE SESSION**

The City Council convened into Executive Session at 9:39 p.m., pursuant to the Texas Government Code Section 551.074, Personnel, to discuss appointments, dismissals and / or duties to the Planning and Zoning Commission.

The City Council reconvened into Open Session at 10:04 p.m.

**VI. RECONVENE INTO OPEN SESSION**

Take any necessary or appropriate action as a result of closed/Executive Session Matters.

The City Council recommended that the following individuals be placed on the next City Council Meeting Agenda for appointment to the Planning & Zoning Commission:

To fill remainder of the first-year term, 2022-2024 for two-year terms, each, Mr. Jarred Davis and Mr. Alex Wheeler.

To fill remainder of the second year term, 2022-2023 for a one-year term Ms. D.Bailey Wynn.

The City Council recommended that the following individuals be placed on the next City Council Meeting Agenda for appointment to the Arts Commission to fill inaugural three-year terms, each, Mr. Ron Thompson, Ms. Angela Thorpe-Harris, Ms. Tiffiney Wyatt, Mr. Tim Perry, and Ms. Anne Perry.

The City Council recommended that the following individual be placed on the next City Council Meeting Agenda for appointment to the Community Engagement Advisory Board, Mr. Joe Cole.

**V. ADJOURNMENT**

Mayor Gordon adjourned the meeting at 10:06 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures

**Duncanville City Council Meeting Minutes  
Regular City Council Meeting  
Tuesday, November 15, 2022**

**CALL TO ORDER**

A regular meeting of the Duncanville City Council was called to order on Tuesday, November 15, 2022, at 6:02 p.m. in the City Council Briefing Room and City Council Chambers at City Hall with a quorum to wit:

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

Mayor Gordon announced that Councilmember At Large Patrick Harvey will be attending the City Council Meeting but will be late.

**COUNCIL ARRIVAL AT:** Councilmember Patrick Harvey arrived at 7:14 p.m.

**1. WORK SESSION / BRIEFING**

**DISCUSS AGENDA ITEMS**

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each Consent Agenda item.

**2. BRIEFINGS / PRESENTATIONS**

- 2A. Provide an update on the Daniieldale Road Street and Subsurface Utilities Reconstruction Project.

Interim Public Works Director Jacqueline Culton presented this agenda item briefing. It was noted that to make changes to the project as currently in place would cost an additional \$800,000 to \$1 million dollars (rounded up).

- 2B. Discuss City Council Calendar for Year-end 2022 and Potential Events. City Secretary Janie Willman and City Manager Aretha Ferrell-Benavides covered the November and December Calendars presented this evening. There was brief discussion related to developing a calendar for a full year to be able to corroborate with other community stakeholders.

The Briefing Session adjourned at 6:35 p.m.

**EXECUTIVE SESSION**

City Council convened into closed Executive Session immediately following the Briefing Session at 6:35 p.m. pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice from the City Attorney concerning deed restrictions, legal obligations and legal position concerning City owned real property, being 42.419 acres of real property ±, Walnut Bond Addition being Block A, Lot 1, James Anderson Scurry, Abstract No. 17 more commonly known as 609 W. Daniieldale Road, Duncanville, Texas.

**REGULAR SESSION – CONVENE INTO THE COUNCIL CHAMBERS AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 P.M. WORK SESSION / BRIEFING**

**CALL TO ORDER**

The Mayor called to order at 8:09 p.m. with all City Councilmembers in attendance.

INVOCATION. The invocation was delivered by Pastor Abril Goforth of the First United Methodist Church.

PLEDGES. The Mayor led the assembly in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.

**1. REPORTS**

- A. Mayor's Report Motion by Councilmember Contreras and second by Councilmember McBurnett to allow the Mayor to exceed three minutes. The motion carried by a vote of 7 to 0.

The Mayor announced the need for blankets to be provided to the Tri-Cities Animal Shelter. The City Council is still accepting applications for the City's boards, committees, and commissions. Interested persons should see the City Secretary for additional information.

Mayor Gordon announced is that there is no formal action to be taken as a result of the Executive Session. Except the City Council is instructing the City Attorney to write a resolution to denominate of the city owned real property being 42.419 acres of real property plus or minus the Walnut Addition being Block A, Lot 1, James Anderson Scurry, Abstract No. 17 more commonly known as 609 West Danieldale Road, Duncanville, Texas to be denominated as the Charles F. Ladd Nature Area. Nature area being defined under Texas Parks and Wildlife Code 24.001 as a site having valuable or vulnerable natural resources, ecological processes, or rare, threatened, or endangered species of vegetation or wildlife that is the Charles F. Ladd Nature Area. A resolution in this regard will be presented to the City Council at the first meeting in December.

City Attorney Robert Hager asked the Mayor's permission to be recognized. He informed the assembly that following the City Council's direction to him to use this manner. He explained that one of the reasons is that this is the process of using a resolution instead of an ordinance is related to the denominating or naming assets to the City through a resolution. He informed the assembly that he tried to use as much of the ordinance language that was developed through the collaboration by the community groups. Mr. Hager also explained the difference between terms such as natural area, natural preserve, etc. He noted the ordinance language provided by the citizen groups was instructive and he put much of the language in the actual definition that appears in the Texas Parks Code that matches state law. He noted he would be bringing the language in December.

Mayor Gordon asked the assembly to comply with the maximum room capacity noting the assembly is right on the edge of the maximum capacity. He asked the assembly's cooperation with the advice provided by Fire Chief Rohde.

Mayor Gordon informed the Council and assembly that he had filed a notarized document, Affidavit of Conflict, with the City Manager and the City Secretary to recuse himself during Agenda Item 5B. Wheatland Plaza, noting that Councilmember Veracruz will preside during that part of the meeting. He stated he would return after Agenda Item 5B.

- B. Councilmembers' Reports. There were no City Councilmembers' Reports.
- C. City Manager's Report. City Manager Ferrell-Benavides stated that in lieu of a report, she was introducing Mr. Tyler Agee, who was hired as the city's new Assistant Director of Parks and Recreation. Ms. Ferrell-Benavides detailed Mr. Agee's educational credentials and professional experience.

## 2. PROCLAMATIONS AND PRESENTATIONS

None.

## 3. CITIZENS' INPUT

Mayor Gordon announced that in keeping with the City Council's Adopted Rules of Procedure on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies of the comments received will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

There were no electronic mail comments received.

### Citizens Public Comment Period.

Mayor Gordon read two public comment cards for individuals who did not wish to speak but to have their comments written into the public record:

Paul and Angela Beaty, 1639 Nob Hill Circle, Duncanville, in support of Ladd Preservation advocacy.



Celeste Beavers, 331 Cedar Creek Drive, Duncanville, make Ladd Property a Nature Preserve.

The following individuals addressed the City Council.

Jim Jones, 1627 Nob Hill Circle, Duncanville, Ladd Preserve.

Nancy Gutierrez, 730 Middale Road, Duncanville, Ladd Property.

Jennifer Woolsey, 1020 Dora, Duncanville, Ladd Land.

Emily Bridges, 418 Oleander Street, Duncanville, Ladd.

Shanna Gabel, 602 Cavan Road, Duncanville, Ladd Project.

Maryanne Romano, 639 Sherrill, Duncanville, Ladd Property.

Denise Wynn, 247 Merribrook, Duncanville, Ladd.

Kate Wynn, 247 Merribrook Trail, Duncanville, Ladd.

Annemarie Bristow, 802 Haines, Duncanville, departed, did not speak. Ladd Property Nature.

Michael Wesley, 331 Cedar Creek, Duncanville, Nature Preserve.

Reece Edwards, 226 Mizell Street, Duncanville, Ladd Preserve.

Dianna Shelton, 311 Calder Avenue, Duncanville, Ladd Land Ordinance.

Keitelynn She Hen, 211 Calder Avenue, Duncanville, departed, did not speak. Ladd Land.

John Kraskifwicz, 1203 Coventry, Duncanville, departed, did not speak, Ladd Property.

Mark Graham, 410 Santa Fe Trail, Duncanville, Ladd Land.

Christen Griffith, 901 Sleepy Hollow Drive, Cedar Hill, Ladd Property.

Mari Vega, 611 Oriole Blvd, #1004, Duncanville, Ladd Land Nature Reserve & Vision.

Shannon Roberts, 906 Rock Canyon, Duncanville, Ladd Nature Preserve Ordinance.

Darrell Margum, 1112 Spring Lake Drive, Duncanville, Ladd.

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.
- 4A. Consider appointments to various Boards and Commissions including the City Planning and Zoning Commission, the Arts Commission, and the Community Engagement Advisory Board with the adoption of the attached Resolution.

**City Planning & Zoning Commission**  
Appointments to fill remainder of 1<sup>st</sup> Year for a two-year term for 2022-2024  
Jarred Davis and Alex J. Wheeler  
  
Appointment to fill remainder of 2<sup>nd</sup> Year for a one-year term for 2022-2023  
D. Bailey Wynne

**Arts Commission**  
Appointments to fill inaugural three-year terms  
Ron Thompson, Angela Thorpe-Harris, Tiffiney Wyatt, Tim Perry, and Anne Perry

**Community Engagement Advisory Board**  
Appointment to fill an inaugural two-year term Joe Cole

- 4B. Consider a Resolution to award a contract for RFP #22-0019 Term Contract for Disaster Debris Monitoring and Consulting Services to Debris Tech, LLC for the unit prices proposed.
- 4C. Consider a Resolution to award contracts for RFP# 22-0020 Term Contract for Disaster Debris Removal, Reduction, Disposal, and Other Related Services to Custom Tree Care, Inc., Ceres Environmental Services, Inc., and Crowder Gulf for the unit prices proposed.

**Motion by Councilmember McBurnett to adopt the Consent Agenda and second by Councilmember Koontz. The vote was cast, 7 for, 0 against. The motion carried.**

## 5. ITEMS FOR INDIVIDUAL CONSIDERATION.

- 5A. Conduct a Public Hearing regarding the request of Robert Jordan, applicant and owner, to include a Specific Use Permit "SUP" for Carport on Green Hills 5<sup>th</sup> Inst. 3<sup>rd</sup> Sec., Block 2, Lot 5, more commonly known as 1203 Green Hills Road, Duncanville, Dallas County, Texas, and consider adopting an ordinance to amend the Comprehensive Zoning Ordinance.

City Planner Nathan Warren presented this agenda item.

### **Request:**

To allow a 400 sq. ft. carport to be allowed at the petitioned address

### **Future Land Use Map Designation**

Low Density Residential

### **Zoning District**

SF-13 Single-Family Residential District

### **Code Section & Requirements**

#### **Section 3.03 – Permitted Use Chart**

Carport(s) must obtain a SUP in all residential districts; are not allowed in retail, office, commercial and industrial districts; are not allowed in downtown districts

### **Code Section & Requirements – Comprehensive Zoning Ordinance**

Per 4.13(D)(4) Miscellaneous Standards:

Type B accessory buildings, including carports, 400 square feet or less shall be built with materials that are durable and resistant to deterioration.

Profiled panels, deep ridge panels, and concealed fastener systems are permitted.

All vertical and horizontal structural members of carports shall be of 14-gauge steel or aluminum.

Vertical supporting members shall be a minimum of three inches in diameter for circular posts or three inches by three inches for tubular posts.

Low or single pitch carport roofs shall be of maintenance free materials (minimum 26-gauge steel or aluminum).

Exterior finish for metal materials shall be baked enamel finish or painted to the manufacturer's specifications; unpainted metal finish is prohibited.

The use of corrugated metal, plastic, or fiberglass panels is prohibited.

### **Section 7.02(B) – Carport**

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

**13 Mailings Sent Out**

2 Replied in Favor  
0 Replied in Opposition

**Proviso(s)/Condition(s) for Consideration**

The carport will not be built with the identified prohibited materials.  
The carport will not encroach into any setback.

**Planning & Zoning Commission Recommendation**

The Planning & Zoning Commission recommended approval of the item by a vote of 4-0

The Public Hearing was opened at 8:51 p.m.

There was no one to speak in favor of the request.

There was no one to speak in opposition the request.

**Motion by Councilmember McBurnett to close the Public Hearing at 8:52 p.m. and second by Councilmember Koontz. The vote was cast, 7 for, 0 against. The motion carried.**

The Public Hearing was closed at 8:52 p.m.

Mayor Gordon asked if there were any questions or comments by the City Council.

It was determined that the applicant was present.

There were no questions for staff or the applicant.

**Motion by Councilmember McBurnett to approve the Specific Use Permit and second by Councilmember Cherry. The vote was cast, 7 for, 0 against. The motion carried.**

- 5.B. Conduct a Public Hearing and consider adopting an ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as 402 East Wheatland Road, City of Duncanville, Dallas County, Texas.

Mayor Gordon reiterated his earlier statement that he had filed a notarized document, Affidavit of Conflict, with the City Manager and the City Secretary to recuse himself during Agenda Item 5B. Wheatland Plaza. He announced that he was recusing himself, turning presiding duties for the meeting over to Councilmember and Mayor Pro Tem Veracruz, providing the Citizen Comment cards to Mr. Veracruz. Mayor Gordon stated he would return after Agenda Item 5B.

Mayor Pro Tem Veracruz presided over the meeting after Mayor Gordon left the City Council Chambers.

City Planner Nathan Warren presented this agenda item.

**Request:**

A zoning change to allow mixed-use commercial and multi-family development

**Future Land Use Map Designation**

Retail/Commercial

**Current Zoning District**

LOR - Local Office Retail District

**Proposed Zoning District**

PD - Planned Development District

**Setbacks**

0 – 10-foot building setback in place of the required 25-foot building setback  
15-foot minimum side setback in place of the required 25-foot side setback  
20-foot minimum rear setback in place of the required 25-foot rear setback

**Lot Size**

No minimum or maximum rules dictating lot size if the site were to be further subdivided

**Building Height**

Maximum height within Subarea 1 is one (1) story  
Maximum height within Subarea 2 is three (3) stories  
Allow a fourth floor for roof access structures, roof terraces and stairwells on the residential building up to 5% of the ground floor area  
Maximum height within Subarea 3 is two (2) stories  
Maximum height within Subarea 4 is one (1) story  
Maximum height of two (2) stories within 25 feet of single-family residential structures

**Building Lot Coverage**

Maximum 45% lot coverage

**Design Standards**

Allow DD-UL, Downtown District – Urban Living, design standards within the PD

Exemption from building articulation requirements set forth in the Comprehensive Zoning Ordinance

Main entrances to building suites allowed at the rear of a building if they follow aesthetic design requirements for front entrances.

**Design Standards**

Multifamily residential component to include:

Ground floor level at least 10 feet tall for buildings in Subarea 2

Buildings in Subarea 2 will have a minimum of 15% window glass area on facades facing Wheatland Rd.

Buildings in Subarea 3 will have a minimum of 10% window glass area on facades facing externally

The use of a porch, balcony, or significant entry feature along a total of 50% of the linear length of a façade (any floor on that façade site counts in calculating distances between elements that protrude or modify the plane of the building) for externally facing façade areas of buildings in Subarea 2 and 3

**Screening and Buffering**

Exemption from screening requirements for dumpsters behind existing buildings

All buildings over 1,000 square feet in ground area to have a flat roof and a 3-foot parapet wall to screen rooftop equipment

All equipment must be set back 5 feet minimum from the exterior roof boundary.

**Parking**

Permit permeable surfaces for required parking in areas of high stormwater activity where additional drainage is required and for other parking or driving surfaces subject to approval by the City Engineer

Allow required parking to be blocked during approved community events, except parking in high traffic areas or emergency uses

Shared Parking Agreement

**Landscaping**

Allow a variable width buffer along the property line and into the unutilized street right-of-way

5% of the lot area to be landscaped

**Additional Requests**

Exemption from Residential Proximity Slope  
Exemption from Intersection Visibility Triangle

**Proposed Uses**

**Residential**

Live/Work Unit  
Mixed-Use Development  
Multiple-Family Dwelling

**Proposed Uses**

Educational, Institutional, Public and Special Uses  
Adult Day Services  
Art Gallery and Museum  
Medical, Clinic or Office  
Medical, Rehab Care (w/o live-In)  
Place of Worship  
Radio or TV Broadcasting w/o Tower  
Research and Development Lab (tech)  
School (business/trade/vocational, college/university, primary/secondary public and private)

**Recreational and Entertainment Uses**

Amusement, Indoor  
Amusement, Outdoor (temporary)  
Banquet or Event Center  
Theater, Indoor Only  
Theater, Performing Arts

**Retail and Service Uses**

Art Instruction Studio  
Art Studio  
Bar (>75% Alcohol Sales)  
Financial Institution  
Food Truck Park  
Grocery, Local Scale  
Grocery, Neighborhood Scale  
Gym and Fitness Facilities  
Nursery, Retail  
Personal Care Service Shop  
Postal Mart  
Professional Office, Local Scale  
Restaurant, Limited Seating  
Restaurant, Seated Service  
Retail, Convenience Store  
Convenience Store w/ Restaurant  
Retail, Local Scale  
Retail, Neighborhood Scale  
Retail, Sundry  
Seasonal Sales  
Tattoo or Piercing Studio  
Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales  
Boutique Hotel  
Laundry, Dry Cleaning Drop-Off/Pick-Up  
Laundromat

**Automotive and Transportation Uses**

Auto Dealership (inside only)

53 Mailings Sent Out  
 1 Replied in Favor  
 0 Replied in Opposition

**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission recommended approval of the item by a vote of 4-0.

The Public Hearing opened at 9:06 p.m.

The following individuals turned in Citizen Comment cards as reflected below.

in favor of and in opposition to the request but expressed they did not wish to speak.

Christopher Duncan, 1225 Kings Highway, Dallas, indicated support but did not wish to speak.

Allen Conley, 1214 Wellington Drive, Duncanville, indicated support and opposition but did not wish to speak, [noting the project is] without firm rules.

Rev. Dr. Ginger Hertenstein Conley, Duncanville. indicated support and opposition but did not wish to speak. She will email to explain her perspective.

There was no one to speak only in opposition to the request.

The following individuals spoke in favor of the request.

Erika Browning, 442 East Cherry Street, Duncanville, with reservations.

Patricia Ebert, 115 South Greenstone Lane, Duncanville, opposed to some items in the resolution.

Kevin Young, 919 Eisenhower Drive, Duncanville, in general in support of the development with hesitations.

Jim Jones, 1627 Knob Hill Circle, Duncanville, in support and may want to consider rezoning Main Street.

**Motion by Councilmember McBurnett to close the Public Hearing at 9:17 p.m. and second by Councilmember Koontz. The vote was cast, 6 for, 0 against. Mayor Gordon was absent the Council Chambers having recused himself. The motion carried.**

Mayor Pro Tem Veracruz called for the Council's questions and comments.

The applicant and owner, Monte Anderson, 100 South Main Street, addressed the City Council noting he has his zoning consultant Jim Kumon from Minneapolis, Minnesota, with him via cellular phone as the technical support was lacking to allow attendance electronically. Mr. Anderson noted the zoning consultant was available in case there are technical questions. He made a presentation to the City Council.

Following the presentation, the City Council asked for the City Manager's guidance or recommendation. City Manager Ferrell-Benavides noted a need for legal guidance related to the questions and concerns raised by the City Council.

Councilmembers raised questions related to the specifics presented. Councilmember Koontz indicated he raises questions because his constituents live in an area bordering the proposed development and not because he is against the project. Councilmember Contreras noted this item needs to be a workshop because of the complexity of the proposed development to work through the Council questions raised. Councilmember Harvey noted he is in support of the proposed development but that the City Council needs to obtain more information and suggested that phasing in the development might be considered.

Following questions and concerns raised by the City Council, Mr. Anderson addressed the City Council's noting his desire to complete the proposed development without so many restrictions as were brought up during Council's questions and comments.

City Attorney Hager informed the City Council that he needs more information to be able to formulate an ordinance that will protect the City Council's decisions and citizens' interests with more detail. He noted he wants to write an ordinance that can be enforced which will also work for the developer.

Mayor Pro Tem Veracruz made a recommendation that the City Council convene in Executive Session because the City Council has questions and needs legal advice. City Attorney Hager stated that the City Council can now convene into Executive Session at 10:34 p.m. to obtain legal advice from the City Attorney related to Agenda Item 5.B. The City Council reconvened into Open Session at 11:06 p.m.

Mayor Pro Tem Veracruz announced he would accept a motion related for Item 5.B.

Motion by Councilmember McBurnett for continuance of Item 5.B. until December 6, 2022 and second by Councilmember Koontz. The vote was cast, 5 for, 0 against. Councilmember Harvey did not return following the Executive Session. Mayor Gordon having recused himself was absent the City Council Chambers. The motion carried.

Mayor Pro Tem Veracruz announced the City Council would await Mayor Gordon's return to the City Council Members. Assistant City Manager Robert Brown sat in the City Manager's place as City Manager Ferrell-Benavides attended the meeting in the public seating.

Mayor Gordon asked that the record reflect he rejoined the City Council Meeting at 11:11 p.m.

- 5.C. Consider a resolution approving a signage incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to Day Drink Wine & Cocktail Lounge, LLC in the amount of \$6,657.38 for qualified expenditures for a building located at 215 W Camp Wisdom Rd, Suite #5, Duncanville, TX 75116. 215 W Camp Wisdom Rd 729 - 732D.

Economic Development Manager Clay Mansell introduced this agenda item.

Following a Council question, the City Council considered action.

Motion by Councilmember McBurnett to approve the resolution authorizing the signage incentive grant and second by Mayor Pro Tem Veracruz. The vote was cast, 6 for, 0 against. Mayor Gordon noted that Councilmember Harvey had left the meeting. The motion carried.

The Mayor noted that the City Attorney was not present in the City Council Chambers.

- 5.D. Consider a Resolution approving a signage incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to Midwest Customs Paint & Collision, Inc. in the amount of \$12,636.38 for qualified expenditures for a building located at 1002 N. Duncanville Rd, Duncanville, TX 75116.

Economic Development Manager Mansell introduced this agenda item.

There were no Council questions or comments.

Motion by Councilmember Koontz to approve the resolution authorizing the signage incentive grant and second by Councilmember McBurnett. The vote was cast, 6 for, 0 against. Councilmember Harvey was absent. The motion carried.

- 5E. Council to consider authorizing a sponsorship of the 2023 Celebrate Duncanville - Chamber Awards Dinner in the amount of \$4000.00.

City Manager Ferrell-Benavides introduced this agenda item. She noted the \$50,000 authorization limit in her capacity as City Manager regardless of whether it is a one-time expenditure or combined expenditures aggregating greater than \$50,000. She explained that such expenditures need to come before the City Council for authorization and that is the reason this matter is on the agenda. She reported that the City's sponsorship is \$4,000 which includes four tables that seat eight people per table at the cost of \$1,000 per table.

Celebrate Duncanville is the City’s annual event that debuts the State of the City Address. The event is hosted by the Chamber of Commerce to celebrate local businesses and recognize individuals who championed the community’s values. The funding comes from General Fund dollars budgeted for marketing and promotions because this event does not qualify for hotel occupancy tax funds.

Motion by Councilmember Contreras to approve the sponsorship expenditure and second by Councilmember McBurnett. The vote was cast, 6 for, 0 against. Councilmember Harvey was absent the meeting. The motion carried.

- 5.F. Take any necessary action as a result of the Executive Session. The Mayor announced there was no action taken as announced at the beginning of the City Council Meeting.

**6. STAFF AND BOARD REPORTS**  
None.

City Secretary note: City Attorney Hager rejoined the meeting in the public seating.

**ADJOURNMENT**

Mayor Gordon adjourned the meeting at 11:22 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures



**Duncanville City Council Meeting Minutes  
Regular City Council Meeting  
Tuesday, December 6, 2022**

**CALL TO ORDER**

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

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

**COUNCIL ARRIVAL AT:** Councilmember Patrick Harvey arrived at 6:04 p.m.

1. WORK SESSION / BRIEFING

DISCUSS AGENDA ITEMS

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each Consent Agenda item.

2. BRIEFINGS / PRESENTATIONS

A. Discuss streetlight policy best practices.

Interim Public Works Director Culton updated the City Council related to the work on Streetlight Policy as a result of the best practices that have brought forward by staff. City Manager Ferrell-Benavides addressed what is called dark sky policies.

Following her update, the City Council commented on the updated findings. Councilmember Koontz thanked staff for all the information provided. He noted it is opportunity to loosen some restrictions, mentioning dark skies policies, shared costs by citizens for additional lighting, requesting that the staff look at other cities' policies. Councilmember Contreras noted that in some areas the City has lots of trees, noting there is a concern related to crime and those residents favor more lighting. He requested that we ask our neighborhoods to see what they are interested in. Mayor Gordon addressed that lighting is a matter of motorist safety versus pedestrian safety, asking about costs. Councilmember Cherry asked about whether more power is used during rolling blackouts and electric system outages. City Manager Ferrell-Benavides noted there is a per street light cost. The City pays the installation cost plus cost of the electric utility. Councilmember Harvey noted the long term effect on the services the City can provide via budgeting. She suggested staff would prepare some questions to the City Council to obtain feedback for the development of a web survey to ask for neighborhood and residents feedback. She asked for the City Council's feedback to her for rollout in early January 2023, asking for one month to get feedback from the survey.

B. Discussion of Ordinances that pertain to trailer parking.

Assistant Police Chief Freis updated the City Council, comparing the current ordinances as being contradictory, noting staff would like to clean up the language. Mayor Gordon noted that enforcement is important. City Manager Ferrell-Benavides indicated that staff has prepared an ordinance for the City Council's consideration that has been presented but has not been acted upon. Councilmember Koontz asked if persons visiting from outside the City would have to get a permit for trailer parking for just one night. It was remarked that approach might not be reasonable. It was noted that enforcement is an issue with that approach. Mayor Gordon mentioned the possibility of sidewalk parking for daytime parking, although not popular. City Manager Ferrell-Benavides asked for the City Council to allow staff to bring an ordinance back in late January 2023.

C. To allow the City Council to consider upcoming dates for calling a special called meeting to interview prospective applicants to serve on the City's Boards, Committees, and Commissions. City Secretary Willman reported on the challenge of scheduling very busy Councilmembers for a Special Called

Meeting for the purpose of interviewing prospective applicants for the City's boards, committees, and commissions. Mayor Gordon asked for and obtained the consensus of the City Council to schedule a special work session on December 20 beginning at 5:30 p.m.

City Council reached a consensus to move Agenda Item 5.A. The Duncanville Official Visitors Center, proposed Resolution approving Hotel Occupancy Grant funds, to the Consent Agenda.

City Council reached a consensus to move the Executive Sessions to the end of the City Council Meeting.

The Briefing Session adjourned at 7:07 p.m.

**REGULAR SESSION** – CONVENE INTO THE COUNCIL CHAMBERS AT 7:22 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 P.M. WORK SESSION / BRIEFING

#### **CALL TO ORDER**

The Mayor called the Regular Session to order at 7:22 p.m. with all City Councilmembers in attendance.

**INVOCATION.** The invocation was delivered by Pastor Bill Englehart of the Faith Baptist Church.

**PLEDGES.** The Mayor led the assembly in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.

#### **1. REPORTS**

- A. Mayor's Report Motion by Councilmember Koontz and second by Councilmember McBurnett to allow the Mayor to exceed three minutes. The motion carried by a vote of 7 to 0.

Mayor Gordon informed the Council and assembly that during the November 15 City Council Meeting that he had recused himself related to Item 5.B. [Wheatland Plaza] He informed the public that he manages a property for which he receives compensation for the management of said property for someone that is in the 200 foot perimeter. That is why he recuses himself and leaves the City Council Chamber, noting he would do so again tonight. He stated he has filed a conflict-of-interest statement with the City Secretary.

He thanked Parks and Recreation Director Stevenson and Mr. Noel Garcia for the work related to the Christmas Parade and the Tree Lighting Ceremony moving to Armstrong Park. He thanked the Chamber of Commerce and the Duncanville Independent School District Superintendent Mark Smith for his cooperation with the Chamber's Joys & Toys Community Christmas Concert on December 4. He thanked the various City Councilmembers for their attendance at the event. He received acknowledgement from citizens for the City putting up exercise equipment in Redbird Park. He invited persons interested in attending the Coffee with the Mayor on Thursday, December 15, from 12 p.m. to 1 p.m.

- B. Councilmembers' Reports. Councilmember Cherry invited anyone from District 4 to attend Coffee & Cocoa at the Senior Center from 10:30 a.m. to 12:00 p.m. with Jeremy Tennant, Manager of Neighborhood and Planning Services, and Gus Garcia, Managing Director of Development Services.
- C. City Manager's Report. City Manager Ferrell-Benavides yielded her time to Police Chief LiVigni to do a presentation which may exceed three minutes. Mayor Gordon called for motions considering allowing the City Manager's Report exceeding three minutes. Motion by Councilmember Contreras and second by Councilmember McBurnett to allow the City Manager's Report to exceed three minutes. The motion carried by a vote of 7 to 0. Chief LiVigni invited Sergeant Ron McCarty and Office Darius Rogers to come up based on a lifesaving event. On September 30, these officers arrived on-scene to assist with a man who was in medical distress. The officers were recognized for providing life saving assistance. Police LiVigni presented lifesaving awards to the officers.

#### **2. PROCLAMATIONS AND PRESENTATIONS**

None.

#### **3. CITIZENS' INPUT**

Mayor Gordon announced that in keeping with the City Council's Adopted Rules of Procedure on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies of the comments received will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

There was an electronic mail comment received from Erika Browning, 442 E. Cherry Street, related to the Ladd Property, which will be added to the public record.

**Citizens Public Comment Period.**

Mayor Gordon read two public comment cards for individuals who did not wish to speak but to have their comments written into the public record:

The following individuals addressed the City Council.

Andy Armstrong, former Duncanville Police Officer, 203 East Wheatland Road referenced a letter emailed to the City Council by the Duncanville Police Association detailing problems with City financial transactions and poorly managed benefits affecting officers or firefighters due to various issues.

Patricia Ebert, 115 South Greenstone Lane, Duncanville, commented on financial transactions affecting firefighters and police officers, and the Duncanville Police Association letter emailed to the City Council. She voiced concerns related to the City's financial condition asking for financial reports to be scheduled.

Brian Kaeser, 100 South Main Street, Duncanville, failed to reach out to the City regarding the Christmas Parade. He noted that communications should be two-way. He does not support the Chamber of Commerce's Visitors Center should not be granted \$15,000.

Emily Bridges, 418 Oleander Street, Duncanville, in support of the Ladd Property ordinance developed by citizenry.

Ron Thompson, 603 Katherine Court, Ladd Property needs to be an ordinance.

Diana Shelton, 211 Calder Avenue, Duncanville, submitted a card but is not wishing to peak. She supports the Ladd Property and the Wheatland Plaza development.

Mark Graham, 410 Santa Fe Trail, Duncanville, Ladd Property Ordinance and protection of the property.

Shannon Roberts, 906 Rock Canyon Drive, Ladd Property requires an ordinance.

Royce Milam, 623 South Alexander Avenue, Ladd Property Preserve and natural procedures and ecosystems threads.

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.

Mayor Gordon noted the City Council's consensus to move Item 5.A. from the Items for Individual Consideration to the Consent Agenda, directing the City Secretary to include it in the reading of the Consent Agenda Items.

- 4.A. Consider approval of draft City Council Meeting Minutes for the following City Council Meetings:  
Regular City Council Meeting of September 20,  
Special Called City Council Meeting of September 26,  
Regular City Council Meeting of October 18, and  
Retreat Meeting of October 26-28.
- 4.B. Consider a Resolution approving a cooperative purchasing agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS) Contract 20110401, for pipe bursting wastewater improvements, with a contract amount of \$448,264.50 and an additional appropriation of \$44,826.45, a contingency equaling ten (10) percent of the original contract price, for a total amount not to exceed \$493,090.95.
- 4.C. Consider a Resolution approving the terms and conditions of a Master Interlocal Agreement between Dallas County and the City of Duncanville pertaining to road

and bridge transportation-related improvements and /or maintenance on or about certain designated roadways situated within the territorial limits of the City of Duncanville.

- 4.D. Consider a Resolution authorizing the purchase of Library Materials (Books) as needed from Brodart Company through the Texas Multiple Award Schedule (TXMAS) Contract # 715-M2, with an estimated expenditure of \$65,800.00.
- 4.E. Consider a Resolution authorizing the purchase of Uniforms and Uniform Accessories from Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms Inc., through Buy Board Contract 670-22 for a discounted unit price bid with an estimated expenditure amount of \$81,800.
- 4.F. Consider a Resolution authorizing the procurement of wireless and data services from Cellco Partnership d/b/a Verizon Wireless through the Texas Department of Information Resources (DIR) contract #DIR- TELE-CTSA-003 in the estimated amount of \$375,000 over the next five years.
- 5.A. Council to consider a Resolution approving a Hotel Council to consider a Resolution approving a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed \$15,215.68 to the Duncanville Chamber of Commerce for maintenance repairs, landscaping upgrades, computer upgrades, and signage while serving as the Duncanville Official Visitors Center.

**Motion by Councilmember McBurnett to adopt the Consent Agenda and second by Councilmember Contreras. The vote was cast, 7 for, 0 against. The motion carried.**

Mayor Gordon announced that the two Executive Session Agenda items are being moved to the end of the meeting.

#### **5. ITEMS FOR INDIVIDUAL CONSIDERATION.**

- 5.B. Conduct a Public Hearing and consider adopting an ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as 402 East Wheatland Road, City of Duncanville, Dallas County, Texas.

Mayor Gordon read the item and recused himself at 7:58 p.m. and turned the presiding duties to Mayor Pro Tem Veracruz for conduct of the meeting. He called on the City Attorney for explanation. City Attorney Mattocks explained that Item 5.B. is continued from the previous meeting (November 15, 2022). He noted the Council previously conducted a Public Hearing on this matter and received comments. The comments remain a part of the record and remain as considerations. The Council is going to reopen the Hearing tonight and previously expressed comments will continue to be considered.

Mayor Pro Tem Veracruz called for a motion to reopen the Public Hearing.

**Motion by Councilmember Koontz and second by Councilmember McBurnett. The vote was cast, 6 for, 0 against. Mayor Gordon having recused himself and left the City Council Chambers. The motion carried.**

Director of Planning and Neighborhood Services Tennant and Managing Director of Development Services Garcia presented this agenda item. They brought answers to question raised at the November 15, 2022 City Council Meeting related to this agenda item. They noted that the previous formal presentation was also available, should it be needed. Definition of a boutique hotel was provided. The Specific Use permit is required for the use of the Event Center. Mixed Use component for the ground floor; the applicant is amenable to 20 percent use. This would be language added to the ordinance. Per Article 12, Section 12-201, the City Council may, upon application, approve and grant a variance to allow the sale of alcoholic beverages on a case-by-case basis. A question arose related to the 300 foot distance for alcohol use being permitted. City Attorney Robert Hager noted that the distance is from property line to property line. Mr. Tennant noted the additional of more than 20,000 square feet of landscaping being proposed to

be added which increases the pervious green space from less than 2500 square feet.

Councilmember Contreras asked a question about the use of permeable surfaces related to parking in such a high traffic area and the control measures for supporting parking. Senior Planner Nathan Warren answered the question.

Councilmember McBurnett referenced that originally presented was for townhomes. Managing Director of Development Services Garcia answered the question about the difficulty with obtaining finances to build speculative construction and finding buyers to qualify to buy. Mr. Garcia said Mr. Monte Anderson can work with townhomes on a phased basis. He noted that during the current market conditions rentals are in high demand. It was noted that in order to obtain valuation on the property a higher quality of construction is predicated.

Mayor Pro Tem Veracruz read from a Public Comment Card from Leila Ramsay, Katherine Court, Duncanville, related to the closure of Acton Road related to Agenda Item 5.B. She noted her opposition but indicated she does not wish to speak.

Cheryl Eppler, 406 Amelia Street, Duncanville, spoke in favor of the development but had some concerns with the possibility of a tattoo parlor and opposed to having a bar and a question about plans for security.

Royce Milam, 623 South Alexander Avenue, Duncanville, in support of Wheatland Plaza and mentioned hopes for ecological maintenance through zoning.

Tommy Reyna, 523 Katherine Court, Duncanville, is opposed to Wheatland Plaza development. He noted concerns about shutting down Action Road. He noted the possibility of hotel, tattoo parlor, and a bar. Traffic flow and children getting to schools will impact the City as a whole.

Patricia Ebert, 116 Greenstone Lane, Duncanville, favors the development of Wheatland Plaza. She asked about the landscaping buffering along the property line and possible parking on the street.

Motion by Councilmember McBurnett to close the Public Hearing at 8:24 p.m. and second by Councilmember Cherry. The vote was cast, 5 for, 0 against. Councilmember Contreras left the City Council Chambers earlier and was absent during the vote on closing the Public Hearing. Mayor Gordon who recused himself from the Agenda Item was absent the City Council Chambers.

Councilmember Contreras returned to the City Council Chambers at approximately 10:35 p.m.

Councilmember Koontz commented he favors the project and the rehabilitation of the property. He noted that changes presented previously and now are few. Staff clarified that the tattoo parlor and the bar being permitted uses in the zoning designations. He noted that if the property changes hands, the new property owner would have control. He voiced concerns about a bar, and about an event center even with other permitting requirements. It was explained that a bar is an auxiliary use to the boutique hotel that is part of the plan. He noted concerns about the green space. Staff noted that additional green space would reduce parking. Other questions raised were unenclosed dumpsters, the number of living units affecting the need to share parking which could result in potential for conflicts.

Staff responded that the dumpsters are proposed to be centralized in one location. Councilmember Contreras noted that the changes to the natural screening was taken down years ago, noting further additional landscaping may help with screening the dumpsters. Councilmember McBurnett asked staff to answer the question raised about buffering. Staff answered that is not part of the proposal to reduce the right-of-way. Mr. Garica answered the applicant has discussed using Wheatland Road right-of-way which will come at a later date because that is not part of the Planned Development being considered by the City Council this evening. Staff noted that the use of the owner's property would be included in buffer zone.

Councilmember McBurnett noted he is favor of the Planned Development and that he has sat here as well and has the citizens’ interest at heart. Councilmember Contreras expressed thanks for the developer’s willingness to work with the City to answer remaining questions and make modifications.

**Councilmember McBurnett made a motion to adopt the ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, and Councilmember Contreras made the second. The vote was cast, 6 for, 0 against. Mayor Gordon having recused himself and left the City Council Chambers. The motion carried.**

**Request:**  
A zoning change to allow mixed-use commercial and multi-family development

**Future Land Use Map Designation**  
Retail/Commercial

**Current Zoning District**  
LOR - Local Office Retail District

**Proposed Zoning District**  
PD - Planned Development District

**Setbacks**  
0 – 10-foot building setback in place of the required  
25-foot building setback  
  
15-foot minimum side setback in place of the required  
25-foot side setback  
20-foot minimum rear setback in place of the required  
25-foot rear setback

**Lot Size**  
No minimum or maximum rules dictating lot size if the site were to be further subdivided

**Building Height**  
Maximum height within Subarea 1 is one (1) story  
Maximum height within Subarea 2 is three (3) stories  
Allow a fourth floor for roof access structures, roof terraces and stairwells on the residential building up to 5% of the ground floor area  
Maximum height within Subarea 3 is two (2) stories  
Maximum height within Subarea 4 is one (1) story  
Maximum height of two (2) stories within 25 feet of single-family residential structures

**Building Lot Coverage**  
Maximum 45% lot coverage

**Design Standards**  
Allow DD-UL, Downtown District – Urban Living, design standards within the PD  
  
Exemption from building articulation requirements set forth in the Comprehensive Zoning Ordinance  
  
Main entrances to building suites allowed at the rear of a building if they follow aesthetic design requirements for front entrances.

**Design Standards**  
Multifamily residential component to include:  
  
Ground floor level at least 10 feet tall for buildings in Subarea 2  
  
Buildings in Subarea 2 will have a minimum of 15% window glass area on facades facing Wheatland Rd.

Buildings in Subarea 3 will have a minimum of 10% window glass area on facades facing externally

The use of a porch, balcony, or significant entry feature along a total of 50% of the linear length of a façade (any floor on that façade site counts in calculating distances between elements that protrude or modify the plane of the building) for externally facing façade areas of buildings in Subarea 2 and 3

**Screening and Buffering**

Exemption from screening requirements for dumpsters behind existing buildings

All buildings over 1,000 square feet in ground area to have a flat roof and a 3-foot parapet wall to screen rooftop equipment

All equipment must be set back 5 feet minimum from the exterior roof boundary.

**Parking**

Permit permeable surfaces for required parking in areas of high stormwater activity where additional drainage is required and for other parking or driving surfaces subject to approval by the City Engineer

Allow required parking to be blocked during approved community events, except parking in high traffic areas or emergency uses

Shared Parking Agreement

**Landscaping**

Allow a variable width buffer along the property line and into the unutilized street right-of-way

5% of the lot area to be landscaped

**Additional Requests**

Exemption from Residential Proximity Slope  
Exemption from Intersection Visibility Triangle

**Proposed Uses:**

**Residential**

Live/Work Unit  
Mixed-Use Development  
Multiple-Family Dwelling

**Proposed Uses:**

Educational, Institutional, Public and Special Uses  
Adult Day Services  
Art Gallery and Museum  
Medical, Clinic or Office  
Medical, Rehab Care (w/o live-In)  
Place of Worship  
Radio or TV Broadcasting w/o Tower  
Research and Development Lab (tech)  
School (business/trade/vocational, college/university, primary/secondary public and private)

**Recreational and Entertainment Uses**

Amusement, Indoor  
Amusement, Outdoor (temporary)  
Banquet or Event Center  
Theater, Indoor Only  
Theater, Performing Arts

**Retail and Service Uses**

Art Instruction Studio  
Art Studio  
Bar (>75% Alcohol Sales)  
Financial Institution  
Food Truck Park

Grocery, Local Scale  
Grocery, Neighborhood Scale  
Gym and Fitness Facilities  
Nursery, Retail  
Personal Care Service Shop  
Postal Mart  
Professional Office, Local Scale  
Restaurant, Limited Seating  
Restaurant, Seated Service  
Retail, Convenience Store  
Convenience Store w/ Restaurant  
Retail, Local Scale  
Retail, Neighborhood Scale  
Retail, Sundry  
Seasonal Sales  
Tattoo or Piercing Studio  
Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales  
Boutique Hotel  
Laundry, Dry Cleaning Drop-Off/Pick-Up  
Laundromat

**Automotive and Transportation Uses**

Auto Dealership (inside only)

**53 Mailings Sent Out**

1 Replied in Favor  
0 Replied in Opposition

**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission recommended approval of the item by a vote of 4-0.

**6. STAFF AND BOARD REPORTS**

None.

**EXECUTIVE SESSION**

1. City Council convened into closed Executive Session at 8:54 p.m. to seek legal counsel from City Attorney pursuant to Section 551.071 of the Texas Government Code, to address the legal requirements of designation of land for parks purposes and the appropriate motion required for such designation and legal consequences.
2. City Council convened into closed Executive Session, concurrent with Executive Session Item 1, pursuant to Section 551.074 Personnel Matters of the Texas Government Code, to discuss and deliberate the duties of the City Manager; and to deliberate the duties, responsibilities, and complaints, if any, of City Councilmember Place 3.

The City Council reconvened into Open Session at 10:57 p.m. with City Councilmembers present.

Mayor Gordon announced that it is the intent and purpose of the City Council to deliver an ordinance to the City of Duncanville regarding the property at 609 Daniieldale Road. To that effect understand that there is a process that is involved in this. That process has to be defensible, that process has to be legal, that process has to be enforceable so that whatever ordinance is developed from this particular session has the necessary legal substantiation to withstand any kind of obstruction to it. So to that respect we are pursuing an ordinance, I want to be very clear about that to anyone that's listening In terms of how we are proceeding from this point forward. So with that we have a motion that has been prepared by our City Attorney with consultation with the entire City Council. Mayor Gordon asked the City Attorney to read the motion.

City Attorney Hager stated as a result of the Executive Session, he prepared the following motion for consideration by the City Council: Motion to authorize City Manager and staff to institute legal proceedings to consider amending the Parks



Master Plan, Comprehensive Land Use Plan, Zoning Ordinance text changes, and zoning to designate, by ordinance, 609 W. Danieldale Road as a nature preserve; and, the City Manager shall present a proposed timeline for execution of such legal proceedings at the December 20, 2022 Regular Meeting.

Motion by Councilmember Harvey to authorize City Manager and staff to institute legal proceedings to consider amending the Parks Master Plan, Comprehensive Land Use Plan, Zoning Ordinance text changes, and zoning to designate, by ordinance, 609 W. Danieldale Road as a nature preserve; and the City Manager shall present a proposed timeline for execution of such legal proceedings at the December 20, 2022 Regular Meeting, and second by Councilmember Veracruz. The vote was cast by voice vote by district: District 1 Councilmember Veracruz, for; District 2 Councilmember McBurnett, for; District 3 Councilmember Koontz, for; District 4 Councilmember Cherry, for; District 5 Councilmember Contreras, for; and Councilmember At Large Councilmember Harvey, for; and the Mayor, for. The motion carried by a unanimous vote of 7 for to 0.

The Mayor announced there was no action taken on Executive Session Item 2.

**ADJOURNMENT**

Mayor Gordon adjourned the meeting at 11:02 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures

**Duncanville City Council Meeting Minutes  
Regular City Council Meeting  
Tuesday, November 1, 2022**

**CALL TO ORDER**

A regular meeting of the Duncanville City Council was called to order on Tuesday, November 1, 2022, at 6:02 p.m. in the City Council Briefing Room and City Council Chambers at City Hall with a quorum to wit:

**COUNCIL PRESENT:** Mayor Barry L. Gordon  
Councilmember Don McBurnett  
Councilmember Jeremy Koontz  
Councilmember Greg Contreras  
Councilmember Karen Cherry

**COUNCIL ARRIVAL AT:** Councilmember Patrick Harvey arrived at 6:04 p.m.

**COUNCIL ABSENT:** Councilmember Joe Veracruz

**I. WORK SESSION / BRIEFING**

**I.1. DISCUSS AGENDA ITEMS**

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each Consent Agenda item. She recognized Alex Hamby, Communications and Marketing Administrator, who introduced Francisco Ramos, Marketing and Communications Specialist.

**I.2. BRIEFINGS / PRESENTATIONS**

I.2A. Discuss the results of the Cedar Ridge Road Corridor Study. Mr. Quinten Plumer, one of the Engineers in charge of the Cedar Ridge Road Corridor Study, addressed the City Council. Staff was directed to bring this agenda item back to the first meeting in December with data to be delivered to the City Council by December 1. Do the worst conditions with the best possible costs and let the Council have the information in advance. It was decided to bring information back in December and January.

The Briefing Session adjourned at 6:59 p.m.

**II. EXECUTIVE SESSION**

No Executive Sessions were held.

**III. REGULAR SESSION**

**CALL TO ORDER**

The City Council convened into Regular Session at 7:09 p.m., Mayor Gordon presiding and all City Councilmembers except Councilmember Veracruz who was absent.

INVOCATION. The invocation was delivered by Pastor Jerry Gonzalez from Grace Place Church of Christ.

PLEDGES. Mayor Gordon led the assembly in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.

**III.1. REPORTS**

III.1.A. Mayor's Report. Mayor Gordon recognized Mr. Louis Rainey, owner of The Pelican House, as a Champion of the City of Duncanville. He was recognized for his generosity of food donations to the community at Thanksgiving, to our Police Officers, and hospital workers during the Pandemic.

III.1.B. Councilmembers' Reports.  
Councilmember McBurnett encouraged people to volunteer for Meals on Wheels especially during the holidays. Commended the Fieldhouse personnel for Boo Bash. Spoke in support of the Duncanville High School, their coaches and the

character of the Duncanville High School Administration. He noted the school's marching band is going to state competition.

III.1.C. City Manager's Report. City Manager Ferrell-Benavides reported on a number of Community events. She welcomed Fire Chief Rhode after a brief absence. She introduced Mr. Francisco Ramos, Marketing and Communications Specialist.

### III.2. PROCLAMATIONS AND PRESENTATIONS

III.2.A. DECA Proclamation was presented by Councilmember At Large Harvey to Dr. Michelle Williams, DECA Advisor, and a DECA Program Student.

### III.3. CITIZENS' INPUT

Mayor Gordon announced that in keeping with the City Council's Adopted Rules of Procedure on October 18, 2022, electronic mail comments will no longer be read aloud.

Paper copies of the comments received will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

Denise Wynn, 247 Merribrook Trail, Duncanville, Ladd Property Ordinance

Emily Bridges, 418 Oleander Street, Duncanville, Ladd Property proposed Ordinance

Erika Browning, 442 E. Cherry Street, Duncanville, Charles F. Ladd Nature Preserve Ordinance

Diane Robbins, 310 Azalea Lane, Duncanville, Ladd Property proposed Ordinance

Sharla Salazar, PO Box 243, Frost, Texas, Ladd Land

Sarah Pablo, 2700 Arbor Court, Bedford, Ladd Land

Edith and Gene Smith, 203 Linda Lane, Duncanville, Ladd Property

Donna Barnes, 910 S. Avenue C, Duncanville, Ladd Property

Gilbert Cavello, 703 San Juan Drive, Duncanville, Short-Term Rentals

Patricia Ebert, 115 S. Greenstone Lane, Duncanville, Agenda Item 4E Transtar Machine, LLC Grant for \$175,000 and DCEDC City staff and DCEDC Board

Michelle Valadez, Katherine Court resident, rezoning of 723 Katherine Court

#### Citizens Public Comment Period.

Mark Graham, 410 Santa Fe Trail, Duncanville, Ladd Natural Land.

Shannon Roberts, 906 Rock Canyon, Duncanville, Ladd Property Ordinance.

Erika Browning, 442 E. Cherry Street, Duncanville, Ladd Nature Preserve

Councilmember McBurnett called for Point of Order related to acrimony expressed. Mayor Gordon indicated he understood the Point of Order but allowed the speaker to complete her remarks.

Erika Browning identified herself as a proxy for Emily Bridges, 418 Oleander Street, Duncanville, wished to speak for another person in proxy. Ms. Browning was informed that comments by proxy are not permitted.

John Guyon, 302 Willowbrook Drive, Duncanville, Ladd Property Nature Preserve Ordinance status.

Thomas Lackey, 1818 Seabrook, Duncanville, Ladd Property. He wanted to speak on a proxy basis. Mayor Gordon explained Mr. Lackey could express his own comments but that proxy comments are not allowed. He asked the City Council to reconsider the email provision.

Jim Jones, 1627 Nob Hill Circle, Duncanville, Ladd Property. Touched base on emails, people with mobility and disability issues.

- III.4. CONSENT AGENDA.** The following agenda items may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

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

- III.4A. Consider a Resolution authorizing a micro-surfacing pavement treatment services contract with Viking Construction, Inc., through City of Grand Prairie Contract 21478, with an estimated expenditure amount of \$382,661.26.**
- III.4B. Consider a Resolution authorizing a pavement crack and joint sealing services contract with Curtco, Inc., through City of Grand Prairie Contract 21186, with an estimated expenditure amount of \$225,000.**
- III.4C. Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. using BuyBoard Contract 603-20, in an amount not to exceed \$170,000.**
- III.4D. Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Consolidated Traffic Controls, Inc. using Houston-Galveston Area Council of Governments (HGAC) Contract PE-05-21, in an amount not to exceed \$150,000.**
- III.4E. Consider a Resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Transtar Machine LLC in the amount of \$175,000 for qualified expenditures for a building located at 1155 S. Cedar Ridge, Duncanville, Texas, 75137.**

Mayor Gordon stated that, during the Briefing Session, there was discussion about the language raised by Councilmember Koontz. The Council discussed the matter with the City Attorney. The City Attorney has modified the language. The language that the City Attorney is going to read is now the official language of this resolution.

City Attorney Hager read a statement related to the proposed change as follows. "The amended portion is in the second Whereas clause. Whereas Transtar Machine intends to own the building located at 1155 S. Cedar Ridge Drive, Duncanville, Texas intends to improve the off-site water line infrastructure, landscaping, signage, expand employment opportunities, redevelopment and upon completion of such structure, and make any necessary external repairs to enhance ADA compliance in order to relocate its business to said location, and approve the agreement as recited herein..." He noted he will send the changes to the City Secretary and that those changes are made and included in this evening's Resolution on the Consent Agenda.

Councilmember McBurnett made a motion to approve the items as stated, Councilmember Koontz seconded the Consent Agenda with the correction of Item 4E. The vote was cast, 6 for, 0 against. Councilmember Veracruz was absent. The motion carried.

### **III. ITEMS FOR INDIVIDUAL CONSIDERATION.**

- III.5A. Conduct a Public Hearing and adopt an ordinance regarding the request of David and Damaris Moraila, applicants and owners, to include a Specific Use Permit "SUP" for Short-Term Rental on Presidential Estates 8<sup>th</sup> Inst. Block C, Lot 19, more commonly known as 723 Katherine Court, Duncanville, Dallas County, Texas, and consider adopting an ordinance approving the SUP.**

City Planner Nathan Warren presented this agenda item.

Mayor Gordon noted that with the vote of 2 to 2 from the Planning & Zoning Commission, it would require three-fourths vote of the City Council to make the change effective. Any single vote in opposition to the SUP would not make it approved.

**Variance**

**Request:**

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

**Future Land Use Map Designation**

Low Density Residential

**Zoning District**

SF-10 Single-Family Residential District

**Code Section & Requirements**

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

**Code Section & Requirements – Comprehensive Zoning Ordinance**

- Defined as a residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit between a homeowner and tenant.
  - Section 3.04(B)(8) – Short-Term Rental Standards
  - Short-Term Rental permit must be obtained, and proof of ownership must be provided
  - Short-Term Rentals:
    - Must obtain a SUP in all residential and office/retail districts
    - Not permitted in commercial and industrial districts
    - Allowed by right in downtown districts

19 Mailings Sent Out

1 Replied in Favor

6 Replied in Not In Favor

Three-fourths vote of Council is required to approve request per Article VI, Section 6.02 of the Comprehensive Zoning Ordinance.

**Proviso(s)/Condition(s) for Consideration**

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

**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission failed to approve the item by a vote of 2-2. This triggers a super majority to approve the request.

The Public Hearing was opened at 7:48 p.m.

There was no one to speak in favor of the request.

Cards completed by citizens not wishing to speak but in opposition to the request.

Sheila Warren, 626 Madison Court, Duncanville, Opposed to Agenda Item 5A.

B. Caldwell, 622 Madison Court, Duncanville, Opposed to Agenda Item 5A.

The following person spoke in opposition of the request.

Amelia Robledo, 911 Eisenhower Drive, Duncanville, Opposed to Agenda Item 5A, agenda pages 226-256.

Motion to close the public hearing at 7:53 p.m. by Councilmember McBurnett and second by Councilmember Koontz. The vote was cast, 6 for, 0 against. Councilmember Veracruz was absent. The motion carried.

It was determined that the applicant was not present.

During the Council discussion, Councilmember Contreras asked if the rental would by room or by the entire house. Councilmember Koontz heard from a number of constituents opposed to the use itself in the neighborhood.

Motion to approve the SUP was made by Councilmember Koontz and second by Councilmember McBurnett. The vote was cast, 5 for, 1 against. Councilmember Cherry voted in opposition. Councilmember Veracruz was absent. The motion failed. With one councilmember absent, the motion would have to been approved unanimously to prevail.

**IV. STAFF AND BOARD REPORTS**

- A. Receive the Parks and Recreation Quarterly Report.  
Parks and Recreation Director Bart Stevenson presented the Quarterly Report. Director Stevenson introduced new employee Giovanni Bellman who started as a seasonal employee. We also hired an Assistant Director, Mr. Tyler Agee, who starts on November 10, from the City of Houston. He reported on the Department's successes.

Councilmember Koontz asked the City Manager for a progress report on the projects at Harrington Park Project; to look at some options to phase out some of the projects.

- B. Receive the Library Quarterly Report.  
Library Director Julio Velasquez presented the Quarterly Report. Director Velasquez noted staff updates: Hannah Olsen was reclassified as an Assistant Library Director, Circulation Clerk Emma Trapp was promoted to full time. New part time clerk Jennifer House was hired. Candace Garrett who worked in the City Secretary's Office returned to work in the Public Library, her original work home. He reported on the Department's outreach successes working with the Best Southwest Library Consortium. He highlighted activities and programs.

**ADJOURNMENT**

Mayor Gordon adjourned the meeting at 8:12 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon's Signatures

**Duncanville City Council Meeting Minutes  
Special Called City Council Meeting  
Monday, November 7, 2022**

**I. CALL TO ORDER**

A special meeting of the Duncanville City Council was called to order on Monday, November 7, 2022, at 6:02 p.m. in the City Council Chambers at City Hall with a quorum to wit:

**COUNCIL PRESENT:** Mayor Barry L. Gordon  
Councilmember Patrick Harvey  
Councilmember Jeremy Koontz  
Councilmember Don McBurnett  
Councilmember Greg Contreras  
Councilmember Karen Cherry

**COUNCIL ABSENT:** Councilmember Joe Veracruz

**II. RECEIVE PUBLIC COMMENTS**

Mayor Gordon noted comments received by electronic mail from the following individual. He acknowledged the comments were provided to the City Council. He directed that the comments be added to the public record.

Patricia Ebert, 115 South Greenstone Lane, Duncanville, made a comment regarding having all board and commission meetings video/audio recorded particularly Board of Adjustment and Planning & Zoning Commission, short-term rentals, and in-person citizen comments.

**Citizens Public Comment Period.**  
There were no in-person citizen comments.

**III. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARDS AND COMMISSIONS:**

The Planning and Zoning Commission  
Mr. Jarred Davis  
Ms. Carolyn Cardoza  
Ms. D. Bailey Wynne  
Ms. Nancy Gutierrez  
Mr. Alex J. Wheeler

All applicants were interviewed.

The Arts Commission  
Mr. Ron Thompson

The City Council took a break at 7:47 p.m. The City Council was called into order at 8:01 p.m.

Ms. Anne Perry  
Mr. Tim Perry  
Ms. Tiffiney Wyatt  
Ms. Angela Thorpe-Harris

All applicants were interviewed.

The Community Engagement Advisory Board  
Mr. Joe Cole

The applicant was interviewed.

The Multi-Cultural Commission  
There were no applicants interviewed.

Following the interviews, scoring was collected for each of the interviews.  
The City Council recessed at 9:09 p.m. The City Council was called to order at 9:19 p.m.

The City Council took a brief recess at 9:38 p.m.

**IV. DISCUSS APPOINTMENTS, DISMISSALS, AND DUTIES FOR THE BOARDS, COMMISSIONS, AND COMMITTEES**

**V. EXECUTIVE SESSION**

The City Council convened into Executive Session at 9:39 p.m., pursuant to the Texas Government Code Section 551.074, Personnel, to discuss appointments, dismissals and / or duties to the Planning and Zoning Commission.

The City Council reconvened into Open Session at 10:04 p.m.

**VI. RECONVENE INTO OPEN SESSION**

Take any necessary or appropriate action as a result of closed/Executive Session Matters.

The City Council recommended that the following individuals be placed on the next City Council Meeting Agenda for appointment to the Planning & Zoning Commission:

To fill remainder of the first-year term, 2022-2024 for two-year terms, each,  
Mr. Jarred Davis and Mr. Alex Wheeler.

To fill remainder of the second year term, 2022-2023 for a one-year term  
Ms. D.Bailey Wynn.

The City Council recommended that the following individuals be placed on the next City Council Meeting Agenda for appointment to the Arts Commission to fill inaugural three-year terms, each, Mr. Ron Thompson, Ms. Angela Thorpe-Harris, Ms. Tiffiney Wyatt, Mr. Tim Perry, and Ms. Anne Perry.

The City Council recommended that the following individual be placed on the next City Council Meeting Agenda for appointment to the Community Engagement Advisory Board, Mr. Joe Cole.

**V. ADJOURNMENT**

Mayor Gordon adjourned the meeting at 10:06 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures



**Duncanville City Council Meeting Minutes**  
**Regular City Council Meeting**  
**Tuesday, November 15, 2022**

**CALL TO ORDER**

A regular meeting of the Duncanville City Council was called to order on Tuesday, November 15, 2022, at 6:02 p.m. in the City Council Briefing Room and City Council Chambers at City Hall with a quorum to wit:

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

Mayor Gordon announced that Councilmember At Large Patrick Harvey will be attending the City Council Meeting but will be late.

**COUNCIL ARRIVAL AT:** Councilmember Patrick Harvey arrived at 7:14 p.m.

1. WORK SESSION / BRIEFING

DISCUSS AGENDA ITEMS

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each Consent Agenda item.

2. BRIEFINGS / PRESENTATIONS

- 2A. Provide an update on the Daniieldale Road Street and Subsurface Utilities Reconstruction Project.

Interim Public Works Director Jacqueline Culton presented this agenda item briefing. It was noted that to make changes to the project as currently in place would cost an additional \$800,000 to \$1 million dollars (rounded up).

- 2B. Discuss City Council Calendar for Year-end 2022 and Potential Events. City Secretary Janie Willman and City Manager Aretha Ferrell-Benavides covered the November and December Calendars presented this evening. There was brief discussion related to developing a calendar for a full year to be able to corroborate with other community stakeholders.

The Briefing Session adjourned at 6:35 p.m.

**EXECUTIVE SESSION**

City Council convened into closed Executive Session immediately following the Briefing Session at 6:35 p.m. pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice from the City Attorney concerning deed restrictions, legal obligations and legal position concerning City owned real property, being 42.419 acres of real property ±, Walnut Bond Addition being Block A, Lot 1, James Anderson Scurry, Abstract No. 17 more commonly known as 609 W. Daniieldale Road, Duncanville, Texas.

**REGULAR SESSION – CONVENE INTO THE COUNCIL CHAMBERS AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 P.M. WORK SESSION / BRIEFING**

**CALL TO ORDER**

The Mayor called to order at 8:09 p.m. with all City Councilmembers in attendance.

INVOCATION. The invocation was delivered by Pastor Abril Goforth of the First United Methodist Church.

PLEDGES. The Mayor led the assembly in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.

1. REPORTS

- A. Mayor's Report Motion by Councilmember Contreras and second by Councilmember McBurnett to allow the Mayor to exceed three minutes. The motion carried by a vote of 7 to 0.

The Mayor announced the need for blankets to be provided to the Tri-Cities Animal Shelter. The City Council is still accepting applications for the City's boards, committees, and commissions. Interested persons should see the City Secretary for additional information.

Mayor Gordon announced is that there is no formal action to be taken as a result of the Executive Session. Except the City Council is instructing the City Attorney to write a resolution to denominate of the city owned real property being 42.419 acres of real property plus or minus the Walnut Addition being Block A, Lot 1, James Anderson Scurry, Abstract No. 17 more commonly known as 609 West Daniieldale Road, Duncanville, Texas to be denominated as the Charles F. Ladd Nature Area. Nature area being defined under Texas Parks and Wildlife Code 24.001 as a site having valuable or vulnerable natural resources, ecological processes, or rare, threatened, or endangered species of vegetation or wildlife that is the Charles F. Ladd Nature Area. A resolution in this regard will be presented to the City Council at the first meeting in December.

City Attorney Robert Hager asked the Mayor's permission to be recognized. He informed the assembly that following the City Council's direction to him to use this manner. He explained that one of the reasons is that this is the process of using a resolution instead of an ordinance is related to the denominating or naming assets to the City through a resolution. He informed the assembly that he tried to use as much of the ordinance language that was developed through the collaboration by the community groups. Mr. Hager also explained the difference between terms such as natural area, natural preserve, etc. He noted the ordinance language provided by the citizen groups was instructive and he put much of the language in the actual definition that appears in the Texas Parks Code that matches state law. He noted he would be bringing the language in December.

Mayor Gordon asked the assembly to comply with the maximum room capacity noting the assembly is right on the edge of the maximum capacity. He asked the assembly's cooperation with the advice provided by Fire Chief Rohde.

Mayor Gordon informed the Council and assembly that he had filed a notarized document, Affidavit of Conflict, with the City Manager and the City Secretary to recuse himself during Agenda Item 5B. Wheatland Plaza, noting that Councilmember Veracruz will preside during that part of the meeting. He stated he would return after Agenda Item 5B.

- B. Councilmembers' Reports. There were no City Councilmembers' Reports.
- C. City Manager's Report. City Manager Ferrell-Benavides stated that in lieu of a report, she was introducing Mr. Tyler Agee, who was hired as the city's new Assistant Director of Parks and Recreation. Ms. Ferrell-Benavides detailed Mr. Agee's educational credentials and professional experience.

## 2. PROCLAMATIONS AND PRESENTATIONS

None.

## 3. CITIZENS' INPUT

Mayor Gordon announced that in keeping with the City Council's Adopted Rules of Procedure on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies of the comments received will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

There were no electronic mail comments received.

### Citizens Public Comment Period.

Mayor Gordon read two public comment cards for individuals who did not wish to speak but to have their comments written into the public record:

Paul and Angela Beaty, 1639 Nob Hill Circle, Duncanville, in support of Ladd Preservation advocacy.

Celeste Beavers, 331 Cedar Creek Drive, Duncanville, make Ladd Property a Nature Preserve.

The following individuals addressed the City Council.

Jim Jones, 1627 Nob Hill Circle, Duncanville, Ladd Preserve.

Nancy Gutierrez, 730 Middale Road, Duncanville, Ladd Property.

Jennifer Woolsey, 1020 Dora, Duncanville, Ladd Land.

Emily Bridges, 418 Oleander Street, Duncanville, Ladd.

Shanna Gabel, 602 Cavan Road, Duncanville, Ladd Project.

Maryanne Romano, 639 Sherrill, Duncanville, Ladd Property.

Denise Wynn, 247 Merribrook, Duncanville, Ladd.

Kate Wynn, 247 Merribrook Trail, Duncanville, Ladd.

Annemarie Bristow, 802 Haines, Duncanville, departed, did not speak. Ladd Property Nature.

Michael Wesley, 331 Cedar Creek, Duncanville, Nature Preserve.

Reece Edwards, 226 Mizell Street, Duncanville, Ladd Preserve.

Dianna Shelton, 311 Calder Avenue, Duncanville, Ladd Land Ordinance.

Keitelynn She Hen, 211 Calder Avenue, Duncanville, departed, did not speak. Ladd Land.

John Kraskifwicz, 1203 Coventry, Duncanville, departed, did not speak, Ladd Property.

Mark Graham, 410 Santa Fe Trail, Duncanville, Ladd Land.

Christen Griffith, 901 Sleepy Hollow Drive, Cedar Hill, Ladd Property.

Mari Vega, 611 Oriole Blvd, #1004, Duncanville, Ladd Land Nature Reserve & Vision.

Shannon Roberts, 906 Rock Canyon, Duncanville, Ladd Nature Preserve Ordinance.

Darrell Margum, 1112 Spring Lake Drive, Duncanville, Ladd.

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.
- 4A. Consider appointments to various Boards and Commissions including the City Planning and Zoning Commission, the Arts Commission, and the Community Engagement Advisory Board with the adoption of the attached Resolution.
- City Planning & Zoning Commission

Appointments to fill remainder of 1<sup>st</sup> Year for a two-year term for 2022-2024  
Jarred Davis and Alex J. Wheeler

Appointment to fill remainder of 2<sup>nd</sup> Year for a one-year term for 2022-2023  
D. Bailey Wynne

Arts Commission

Appointments to fill inaugural three-year terms  
Ron Thompson, Angela Thorpe-Harris, Tiffiney Wyatt, Tim Perry, and Anne Perry

Community Engagement Advisory Board

Appointment to fill an inaugural two-year term Joe Cole

- 4B. Consider a Resolution to award a contract for RFP #22-0019 Term Contract for Disaster Debris Monitoring and Consulting Services to Debris Tech, LLC for the unit prices proposed.
- 4C. Consider a Resolution to award contracts for RFP# 22-0020 Term Contract for Disaster Debris Removal, Reduction, Disposal, and Other Related Services to Custom Tree Care, Inc., Ceres Environmental Services, Inc., and Crowder Gulf for the unit prices proposed.

**Motion by Councilmember McBurnett to adopt the Consent Agenda and second by Councilmember Koontz. The vote was cast, 7 for, 0 against. The motion carried.**

**5. ITEMS FOR INDIVIDUAL CONSIDERATION.**

- 5A. Conduct a Public Hearing regarding the request of Robert Jordan, applicant and owner, to include a Specific Use Permit “SUP” for Carport on Green Hills 5<sup>th</sup> Inst. 3<sup>rd</sup> Sec., Block 2, Lot 5, more commonly known as 1203 Green Hills Road, Duncanville, Dallas County, Texas, and consider adopting an ordinance to amend the Comprehensive Zoning Ordinance.

City Planner Nathan Warren presented this agenda item.

**Request:**

To allow a 400 sq. ft. carport to be allowed at the petitioned address

**Future Land Use Map Designation**

Low Density Residential

**Zoning District**

SF-13 Single-Family Residential District

**Code Section & Requirements**

**Section 3.03 – Permitted Use Chart**

Carport(s) must obtain a SUP in all residential districts; are not allowed in retail, office, commercial and industrial districts; are not allowed in downtown districts

**Code Section & Requirements – Comprehensive Zoning Ordinance**

Per 4.13(D)(4) Miscellaneous Standards:

Type B accessory buildings, including carports, 400 square feet or less shall be built with materials that are durable and resistant to deterioration.

Profiled panels, deep ridge panels, and concealed fastener systems are permitted.

All vertical and horizontal structural members of carports shall be of 14-gauge steel or aluminum.

Vertical supporting members shall be a minimum of three inches in diameter for circular posts or three inches by three inches for tubular posts.

Low or single pitch carport roofs shall be of maintenance free materials (minimum 26-gauge steel or aluminum).

Exterior finish for metal materials shall be baked enamel finish or painted to the manufacturer's specifications; unpainted metal finish is prohibited.

The use of corrugated metal, plastic, or fiberglass panels is prohibited.

**Section 7.02(B) – Carport**

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

**13 Mailings Sent Out**

2 Replied in Favor  
0 Replied in Opposition

**Proviso(s)/Condition(s) for Consideration**

The carport will not be built with the identified prohibited materials.  
The carport will not encroach into any setback.

**Planning & Zoning Commission Recommendation**

The Planning & Zoning Commission recommended approval of the item by a vote of 4-0

The Public Hearing was opened at 8:51 p.m.

There was no one to speak in favor of the request.

There was no one to speak in opposition the request.

**Motion by Councilmember McBurnett to close the Public Hearing at 8:52 p.m. and second by Councilmember Koontz. The vote was cast, 7 for, 0 against. The motion carried.**

The Public Hearing was closed at 8:52 p.m.

Mayor Gordon asked if there were any questions or comments by the City Council.

It was determined that the applicant was present.

There were no questions for staff or the applicant.

**Motion by Councilmember McBurnett to approve the Specific Use Permit and second by Councilmember Cherry. The vote was cast, 7 for, 0 against. The motion carried.**

- 5.B. Conduct a Public Hearing and consider adopting an ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as 402 East Wheatland Road, City of Duncanville, Dallas County, Texas.

Mayor Gordon reiterated his earlier statement that he had filed a notarized document, Affidavit of Conflict, with the City Manager and the City Secretary to recuse himself during Agenda Item 5B. Wheatland Plaza. He announced that he was recusing himself, turning presiding duties for the meeting over to Councilmember and Mayor Pro Tem Veracruz, providing the Citizen Comment cards to Mr. Veracruz. Mayor Gordon stated he would return after Agenda Item 5B.

Mayor Pro Tem Veracruz presided over the meeting after Mayor Gordon left the City Council Chambers.

City Planner Nathan Warren presented this agenda item.

**Request:**

A zoning change to allow mixed-use commercial and multi-family development

**Future Land Use Map Designation**

Retail/Commercial

**Current Zoning District**

LOR - Local Office Retail District

**Proposed Zoning District**

PD - Planned Development District

**Setbacks**

0 – 10-foot building setback in place of the required 25-foot building setback  
15-foot minimum side setback in place of the required 25-foot side setback  
20-foot minimum rear setback in place of the required 25-foot rear setback

**Lot Size**

No minimum or maximum rules dictating lot size if the site were to be further subdivided

**Building Height**

Maximum height within Subarea 1 is one (1) story  
Maximum height within Subarea 2 is three (3) stories  
Allow a fourth floor for roof access structures, roof terraces and stairwells on the residential building up to 5% of the ground floor area  
Maximum height within Subarea 3 is two (2) stories  
Maximum height within Subarea 4 is one (1) story  
Maximum height of two (2) stories within 25 feet of single-family residential structures

**Building Lot Coverage**

Maximum 45% lot coverage

**Design Standards**

Allow DD-UL, Downtown District – Urban Living, design standards within the PD

Exemption from building articulation requirements set forth in the Comprehensive Zoning Ordinance

Main entrances to building suites allowed at the rear of a building if they follow aesthetic design requirements for front entrances.

**Design Standards**

Multifamily residential component to include:

Ground floor level at least 10 feet tall for buildings in Subarea 2

Buildings in Subarea 2 will have a minimum of 15% window glass area on facades facing Wheatland Rd.

Buildings in Subarea 3 will have a minimum of 10% window glass area on facades facing externally

The use of a porch, balcony, or significant entry feature along a total of 50% of the linear length of a façade (any floor on that façade site counts in calculating distances between elements that protrude or modify the plane of the building) for externally facing façade areas of buildings in Subarea 2 and 3

**Screening and Buffering**

Exemption from screening requirements for dumpsters behind existing buildings

All buildings over 1,000 square feet in ground area to have a flat roof and a 3-foot parapet wall to screen rooftop equipment

All equipment must be set back 5 feet minimum from the exterior roof boundary.

**Parking**

activity surfaces                      Permit permeable surfaces for required parking in areas of high stormwater where additional drainage is required and for other parking or driving subject to approval by the City Engineer

Allow required parking to be blocked during approved community events, except parking in high traffic areas or emergency uses

Shared Parking Agreement

**Landscaping**

Allow a variable width buffer along the property line and into the unutilized street right-of-way

5% of the lot area to be landscaped

**Additional Requests**

Exemption from Residential Proximity Slope  
Exemption from Intersection Visibility Triangle

**Proposed Uses**

**Residential**

Live/Work Unit  
Mixed-Use Development  
Multiple-Family Dwelling

**Proposed Uses**

Educational, Institutional, Public and Special Uses  
Adult Day Services  
Art Gallery and Museum  
Medical, Clinic or Office  
Medical, Rehab Care (w/o live-In)  
Place of Worship  
Radio or TV Broadcasting w/o Tower  
Research and Development Lab (tech)  
School (business/trade/vocational, college/university, primary/secondary public and private)

**Recreational and Entertainment Uses**

Amusement, Indoor  
Amusement, Outdoor (temporary)  
Banquet or Event Center  
Theater, Indoor Only  
Theater, Performing Arts

**Retail and Service Uses**

Art Instruction Studio  
Art Studio  
Bar (>75% Alcohol Sales)  
Financial Institution  
Food Truck Park  
Grocery, Local Scale  
Grocery, Neighborhood Scale  
Gym and Fitness Facilities  
Nursery, Retail  
Personal Care Service Shop  
Postal Mart  
Professional Office, Local Scale  
Restaurant, Limited Seating  
Restaurant, Seated Service  
Retail, Convenience Store  
Convenience Store w/ Restaurant  
Retail, Local Scale  
Retail, Neighborhood Scale  
Retail, Sundry  
Seasonal Sales  
Tattoo or Piercing Studio  
Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales  
Boutique Hotel  
Laundry, Dry Cleaning Drop-Off/Pick-Up  
Laundromat

**Automotive and Transportation Uses**

Auto Dealership (inside only)

- 53 Mailings Sent Out
- 1 Replied in Favor
- 0 Replied in Opposition

**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission recommended approval of the item by a vote of 4-0.

The Public Hearing opened at 9:06 p.m.

The following individuals turned in Citizen Comment cards as reflected below.

in favor of and in opposition to the request but expressed they did not wish to speak.

Christopher Duncan, 1225 Kings Highway, Dallas, indicated support but did not wish to speak.

Allen Conley, 1214 Wellington Drive, Duncanville, indicated support and opposition but did not wish to speak, [noting the project is] without firm rules.

Rev. Dr. Ginger Hertenstein Conley, Duncanville. indicated support and opposition but did not wish to speak. She will email to explain her perspective.

There was no one to speak only in opposition to the request.

The following individuals spoke in favor of the request.

Erika Browning, 442 East Cherry Street, Duncanville, with reservations.

Patricia Ebert, 115 South Greenstone Lane, Duncanville, opposed to some items in the resolution.

Kevin Young, 919 Eisenhower Drive, Duncanville, in general in support of the development with hesitations.

Jim Jones, 1627 Knob Hill Circle, Duncanville, in support and may want to consider rezoning Main Street.

**Motion by Councilmember McBurnett to close the Public Hearing at 9:17 p.m. and second by Councilmember Koontz. The vote was cast, 6 for, 0 against. Mayor Gordon was absent the Council Chambers having recused himself. The motion carried.**

Mayor Pro Tem Veracruz called for the Council's questions and comments.

The applicant and owner, Monte Anderson, 100 South Main Street, addressed the City Council noting he has his zoning consultant Jim Kumon from Minneapolis, Minnesota, with him via cellular phone as the technical support was lacking to allow attendance electronically. Mr. Anderson noted the zoning consultant was available in case there are technical questions. He made a presentation to the City Council.

Following the presentation, the City Council asked for the City Manager's guidance or recommendation. City Manager Ferrell-Benavides noted a need for legal guidance related to the questions and concerns raised by the City Council.

Councilmembers raised questions related to the specifics presented. Councilmember Koontz indicated he raises questions because his constituents live in an area bordering the proposed development and not because he is against the project. Councilmember Contreras noted this item needs to be a workshop because of the complexity of the proposed development to work through the Council questions raised. Councilmember Harvey noted he is in support of the proposed development but that the City Council needs to obtain more information and suggested that phasing in the development might be considered.

Following questions and concerns raised by the City Council, Mr. Anderson addressed the City Council's noting his desire to complete the proposed development without so many restrictions as were brought up during Council's questions and comments.



City Attorney Hager informed the City Council that he needs more information to be able to formulate an ordinance that will protect the City Council's decisions and citizens' interests with more detail. He noted he wants to write an ordinance that can be enforced which will also work for the developer.

Mayor Pro Tem Veracruz made a recommendation that the City Council convene in Executive Session because the City Council has questions and needs legal advice. City Attorney Hager stated that the City Council can now convene into Executive Session at 10:34 p.m. to obtain legal advice from the City Attorney related to Agenda Item 5.B. The City Council reconvened into Open Session at 11:06 p.m.

Mayor Pro Tem Veracruz announced he would accept a motion related for Item 5.B.

Motion by Councilmember McBurnett for continuance of Item 5.B. until December 6, 2022 and second by Councilmember Koontz. The vote was cast, 5 for, 0 against. Councilmember Harvey did not return following the Executive Session. Mayor Gordon having recused himself was absent the City Council Chambers. The motion carried.

Mayor Pro Tem Veracruz announced the City Council would await Mayor Gordon's return to the City Council Members. Assistant City Manager Robert Brown sat in the City Manager's place as City Manager Ferrell-Benavides attended the meeting in the public seating.

Mayor Gordon asked that the record reflect he rejoined the City Council Meeting at 11:11 p.m.

- 5.C. Consider a resolution approving a signage incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to Day Drink Wine & Cocktail Lounge, LLC in the amount of \$6,657.38 for qualified expenditures for a building located at 215 W Camp Wisdom Rd, Suite #5, Duncanville, TX 75116. 215 W Camp Wisdom Rd 729 - 732D.

Economic Development Manager Clay Mansell introduced this agenda item.

Following a Council question, the City Council considered action.

Motion by Councilmember McBurnett to approve the resolution authorizing the signage incentive grant and second by Mayor Pro Tem Veracruz. The vote was cast, 6 for, 0 against. Mayor Gordon noted that Councilmember Harvey had left the meeting. The motion carried.

The Mayor noted that the City Attorney was not present in the City Council Chambers.

- 5.D. Consider a Resolution approving a signage incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to Midwest Customs Paint & Collision, Inc. in the amount of \$12,636.38 for qualified expenditures for a building located at 1002 N. Duncanville Rd, Duncanville, TX 75116.

Economic Development Manager Mansell introduced this agenda item.

There were no Council questions or comments.

Motion by Councilmember Koontz to approve the resolution authorizing the signage incentive grant and second by Councilmember McBurnett. The vote was cast, 6 for, 0 against. Councilmember Harvey was absent. The motion carried.

- 5E. Council to consider authorizing a sponsorship of the 2023 Celebrate Duncanville - Chamber Awards Dinner in the amount of \$4000.00.

City Manager Ferrell-Benavides introduced this agenda item. She noted the \$50,000 authorization limit in her capacity as City Manager regardless of whether it is a one-time expenditure or combined expenditures aggregating greater than \$50,000. She explained that such expenditures need to come before the City Council for authorization and that is the reason this matter is on the agenda. She reported that the City's sponsorship is \$4,000 which includes four tables that seat eight people per table at the cost of \$1,000 per table.

Celebrate Duncanville is the City’s annual event that debuts the State of the City Address. The event is hosted by the Chamber of Commerce to celebrate local businesses and recognize individuals who championed the community’s values. The funding comes from General Fund dollars budgeted for marketing and promotions because this event does not qualify for hotel occupancy tax funds.

Motion by Councilmember Contreras to approve the sponsorship expenditure and second by Councilmember McBurnett. The vote was cast, 6 for, 0 against. Councilmember Harvey was absent the meeting. The motion carried.

- 5.F. Take any necessary action as a result of the Executive Session. The Mayor announced there was no action taken as announced at the beginning of the City Council Meeting.

**6. STAFF AND BOARD REPORTS**  
None.

City Secretary note: City Attorney Hager rejoined the meeting in the public seating.

**ADJOURNMENT**

Mayor Gordon adjourned the meeting at 11:22 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures

**Duncanville City Council Meeting Minutes  
Regular City Council Meeting  
Tuesday, December 6, 2022**

**CALL TO ORDER**

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

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

**COUNCIL ARRIVAL AT:** Councilmember Patrick Harvey arrived at 6:04 p.m.

1. WORK SESSION / BRIEFING

DISCUSS AGENDA ITEMS

Mayor Gordon read each item into the record. City Manager Ferrell-Benavides reviewed each Consent Agenda item.

2. BRIEFINGS / PRESENTATIONS

A. Discuss streetlight policy best practices.

Interim Public Works Director Culton updated the City Council related to the work on Streetlight Policy as a result of the best practices that have brought forward by staff. City Manager Ferrell-Benavides addressed what is called dark sky policies.

Following her update, the City Council commented on the updated findings. Councilmember Koontz thanked staff for all the information provided. He noted it is opportunity to loosen some restrictions, mentioning dark skies policies, shared costs by citizens for additional lighting, requesting that the staff look at other cities' policies. Councilmember Contreras noted that in some areas the City has lots of trees, noting there is a concern related to crime and those residents favor more lighting. He requested that we ask our neighborhoods to see what they are interested in. Mayor Gordon addressed that lighting is a matter of motorist safety versus pedestrian safety, asking about costs. Councilmember Cherry asked about whether more power is used during rolling blackouts and electric system outages. City Manager Ferrell-Benavides noted there is a per street light cost. The City pays the installation cost plus cost of the electric utility. Councilmember Harvey noted the long term effect on the services the City can provide via budgeting. She suggested staff would prepare some questions to the City Council to obtain feedback for the development of a web survey to ask for neighborhood and residents feedback. She asked for the City Council's feedback to her for rollout in early January 2023, asking for one month to get feedback from the survey.

B. Discussion of Ordinances that pertain to trailer parking.

Assistant Police Chief Freis updated the City Council, comparing the current ordinances as being contradictory, noting staff would like to clean up the language. Mayor Gordon noted that enforcement is important. City Manager Ferrell-Benavides indicated that staff has prepared an ordinance for the City Council's consideration that has been presented but has not been acted upon. Councilmember Koontz asked if persons visiting from outside the City would have to get a permit for trailer parking for just one night. It was remarked that approach might not be reasonable. It was noted that enforcement is an issue with that approach. Mayor Gordon mentioned the possibility of sidewalk parking for daytime parking, although not popular. City Manager Ferrell-Benavides asked for the City Council to allow staff to bring an ordinance back in late January 2023.

C. To allow the City Council to consider upcoming dates for calling a special called meeting to interview prospective applicants to serve on the City's Boards, Committees, and Commissions. City Secretary Willman reported on

the challenge of scheduling very busy Councilmembers for a Special Called Meeting for the purpose of interviewing prospective applicants for the City's boards, committees, and commissions. Mayor Gordon asked for and obtained the consensus of the City Council to schedule a special work session on December 20 beginning at 5:30 p.m.

City Council reached a consensus to move Agenda Item 5.A. The Duncanville Official Visitors Center, proposed Resolution approving Hotel Occupancy Grant funds, to the Consent Agenda.

City Council reached a consensus to move the Executive Sessions to the end of the City Council Meeting.

The Briefing Session adjourned at 7:07 p.m.

**REGULAR SESSION** – CONVENE INTO THE COUNCIL CHAMBERS AT 7:22 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 P.M. WORK SESSION / BRIEFING

#### **CALL TO ORDER**

The Mayor called the Regular Session to order at 7:22 p.m. with all City Councilmembers in attendance.

**INVOCATION.** The invocation was delivered by Pastor Bill Englehart of the Faith Baptist Church.

**PLEDGES.** The Mayor led the assembly in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.

#### **1. REPORTS**

- A. Mayor's Report Motion by Councilmember Koontz and second by Councilmember McBurnett to allow the Mayor to exceed three minutes. The motion carried by a vote of 7 to 0.

Mayor Gordon informed the Council and assembly that during the November 15 City Council Meeting that he had recused himself related to Item 5.B. [Wheatland Plaza] He informed the public that he manages a property for which he receives compensation for the management of said property for someone that is in the 200 foot perimeter. That is why he recuses himself and leaves the City Council Chamber, noting he would do so again tonight. He stated he has filed a conflict-of-interest statement with the City Secretary.

He thanked Parks and Recreation Director Stevenson and Mr. Noel Garcia for the work related to the Christmas Parade and the Tree Lighting Ceremony moving to Armstrong Park. He thanked the Chamber of Commerce and the Duncanville Independent School District Superintendent Mark Smith for his cooperation with the Chamber's Joys & Toys Community Christmas Concert on December 4. He thanked the various City Councilmembers for their attendance at the event. He received acknowledgement from citizens for the City putting up exercise equipment in Redbird Park. He invited persons interested in attending the Coffee with the Mayor on Thursday, December 15, from 12 p.m. to 1 p.m.

- B. Councilmembers' Reports. Councilmember Cherry invited anyone from District 4 to attend Coffee & Cocoa at the Senior Center from 10:30 a.m. to 12:00 p.m. with Jeremy Tennant, Manager of Neighborhood and Planning Services, and Gus Garcia, Managing Director of Development Services.
- C. City Manager's Report. City Manager Ferrell-Benavides yielded her time to Police Chief LiVigni to do a presentation which may exceed three minutes. Mayor Gordon called for motions considering allowing the City Manager's Report exceeding three minutes. Motion by Councilmember Contreras and second by Councilmember McBurnett to allow the City Manager's Report to exceed three minutes. The motion carried by a vote of 7 to 0. Chief LiVigni invited Sergeant Ron McCarty and Officer Darius Rogers to come up based on a lifesaving event. On September 30, these officers arrived on-scene to assist with a man who was in medical distress. The officers were recognized for providing life saving assistance. Police LiVigni presented lifesaving awards to the officers.

#### **2. PROCLAMATIONS AND PRESENTATIONS**

None.

**3. CITIZENS' INPUT**

Mayor Gordon announced that in keeping with the City Council's Adopted Rules of Procedure on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies of the comments received will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

There was an electronic mail comment received from Erika Browning, 442 E. Cherry Street, related to the Ladd Property, which will be added to the public record.

**Citizens Public Comment Period.**

Mayor Gordon read two public comment cards for individuals who did not wish to speak but to have their comments written into the public record:

The following individuals addressed the City Council.

Andy Armstrong, former Duncanville Police Officer, 203 East Wheatland Road, speaking for the Duncanville Police Association and the citizens. He referenced a letter emailed to the City Council by the Duncanville Police Association related to a problem with City benefits being poorly managed or not available to officers or firefighters due to various issues.

Patricia Ebert, 115 South Greenstone Lane, Duncanville, detailed problems with firefighters and police officers experiencing problems with City financial transactions. She referenced the Duncanville Police Association letter emailed to the City Council that is now a public document, voicing concerns related to the City's creditworthiness. She asked that financial reports be added to the Council's agenda.

Brian Kaeser, 100 South Main Street, Duncanville, failed to reach out to the City regarding the Christmas Parade. He noted that communications should be two-way. He does not support the Chamber of Commerce's Visitors Center should be not be granted \$15,000.

Emily Bridges, 418 Oleander Street, Duncanville, in support of the Ladd Property ordinance developed by citizenry.

Ron Thompson, 603 Katherine Court, Ladd Property needs to be an ordinance.

Diana Shelton, 211 Calder Avenue, Duncanville, submitted a card but is not wishing to peak. She supports the Ladd Property and the Wheatland Plaza development.

Mark Graham, 410 Santa Fe Trail, Duncanville, Ladd Property Ordinance and protection of the property.

Shannon Roberts, 906 Rock Canyon Drive, Ladd Property requires an ordinance.

Royce Milam, 623 South Alexander Avenue, Ladd Property Preserve and natural procedures and ecosystems threads.

**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.

Mayor Gordon noted the City Council's consensus to move Item 5.A. from the Items for Individual Consideration to the Consent Agenda, directing the City Secretary to include it in the reading of the Consent Agenda Items.

- 4.A. Consider approval of draft City Council Meeting Minutes for the following City Council Meetings:  
Regular City Council Meeting of September 20,  
Special Called City Council Meeting of September 26,  
Regular City Council Meeting of October 18, and  
Retreat Meeting of October 26-28.
- 4.B. Consider a Resolution approving a cooperative purchasing agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS) Contract 20110401, for pipe bursting wastewater improvements, with a contract amount of \$448,264.50 and an additional

appropriation of \$44,826.45, a contingency equaling ten (10) percent of the original contract price, for a total amount not to exceed \$493,090.95.

- 4.C. Consider a Resolution approving the terms and conditions of a Master Interlocal Agreement between Dallas County and the City of Duncanville pertaining to road and bridge transportation-related improvements and /or maintenance on or about certain designated roadways situated within the territorial limits of the City of Duncanville.
- 4.D. Consider a Resolution authorizing the purchase of Library Materials (Books) as needed from Brodart Company through the Texas Multiple Award Schedule (TXMAS) Contract # 715-M2, with an estimated expenditure of \$65,800.00.
- 4.E. Consider a Resolution authorizing the purchase of Uniforms and Uniform Accessories from impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms Inc., through Buy Board Contract 670-22 for a discounted unit price bid with an estimated expenditure amount of \$81,800.
- 4.F. Consider a Resolution authorizing the procurement of wireless and data services from Cellco Partnership d/b/a Verizon Wireless through the Texas Department of Information Resources (DIR) contract #DIR- TELE-CTSA-003 in the estimated amount of \$375,000 over the next five years.
- 5.A. Council to consider a Resolution approving a Hotel Council to consider a Resolution approving a Hotel Occupancy Tax Grant for the FY 22-23 budget in the amount not to exceed \$15,215.68 to the Duncanville Chamber of Commerce for maintenance repairs, landscaping upgrades, computer upgrades, and signage while serving as the Duncanville Official Visitors Center.

**Motion by Councilmember McBurnett to adopt the Consent Agenda and second by Councilmember Contreras. The vote was cast, 7 for, 0 against. The motion carried.**

Mayor Gordon announced that the two Executive Session Agenda items are being moved to the end of the meeting.

##### **5. ITEMS FOR INDIVIDUAL CONSIDERATION.**

- 5.B. Conduct a Public Hearing and consider adopting an ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, Block 1, Lot A & ABND Alley, more commonly known as 402 East Wheatland Road, City of Duncanville, Dallas County, Texas.

Mayor Gordon read the item and recused himself at 7:58 p.m. and turned the presiding duties to Mayor Pro Tem Veracruz for conduct of the meeting. He called on the City Attorney for explanation. City Attorney Mattocks explained that Item 5.B. is continued from the previous meeting (November 15, 2022). He noted the Council previously conducted a Public Hearing on this matter and received comments. The comments remain a part of the record and remain as considerations. The Council is going to reopen the Hearing tonight and previously expressed comments will continue to be considered.

Mayor Pro Tem Veracruz called for a motion to reopen the Public Hearing.

**Motion by Councilmember Koontz and second by Councilmember McBurnett. The vote was cast, 6 for, 0 against. Mayor Gordon having recused himself and left the City Council Chambers. The motion carried.**

Director of Planning and Neighborhood Services Tennant and Managing Director of Development Services Garcia presented this agenda item. They brought answers to question raised at the November 15, 2022 City Council Meeting related to this agenda item. They noted that the previous formal presentation was also available, should it be needed. Definition of a boutique hotel was provided. The Specific Use permit is required for the use of the Event Center. Mixed Use component for the ground floor; the applicant is amenable to 20 percent use. This would be language added to the ordinance. Per Article 12,

Section 12-201, the City Council may, upon application, approve and grant a variance to allow the sale of alcoholic beverages on a case-by-case basis. A question arose related to the 300 foot distance for alcohol use being permitted. City Attorney Robert Hager noted that the distance is from property line to property line. Mr. Tennant noted the additional of more than 20,000 square feet of landscaping being proposed to be added which increases the pervious green space from less than 2500 square feet.

Councilmember Contreras asked a question about the use of permeable surfaces related to parking in such a high traffic area and the control measures for supporting parking. Senior Planner Nathan Warren answered the question.

Councilmember McBurnett referenced that originally presented was for townhomes. Managing Director of Development Services Garcia answered the question about the difficulty with obtaining finances to build speculative construction and finding buyers to qualify to buy. Mr. Garcia said Mr. Monte Anderson can work with townhomes on a phased basis. He noted that during the current market conditions rentals are in high demand. It was noted that in order to obtain valuation on the property a higher quality of construction is predicated.

Mayor Pro Tem Veracruz read from a Public Comment Card from Leila Ramsay, Katherine Court, Duncanville, related to the closure of Acton Road related to Agenda Item 5.B. She noted her opposition but indicated she does not wish to speak.

Cheryl Eppler, 406 Amelia Street, Duncanville, spoke in favor of the development but had some concerns with the possibility of a tattoo parlor and opposed to having a bar and a question about plans for security.

Royce Milam, 623 South Alexander Avenue, Duncanville, in support of Wheatland Plaza and mentioned hopes for ecological maintenance through zoning.

Tommy Reyna, 523 Katherine Court, Duncanville, is opposed to Wheatland Plaza development. He noted concerns about shutting down Action Road. He noted the possibility of hotel, tattoo parlor, and a bar. Traffic flow and children getting to schools will impact the City as a whole.

Patricia Ebert, 116 Greenstone Lane, Duncanville, favors the development of Wheatland Plaza. She asked about the landscaping buffering along the property line and possible parking on the street.

Motion by Councilmember McBurnett to close the Public Hearing at 8:24 p.m. and second by Councilmember Cherry. The vote was cast, 5 for, 0 against. Councilmember Contreras left the City Council Chambers earlier and was absent during the vote on closing the Public Hearing. Mayor Gordon who recused himself from the Agenda Item was absent the City Council Chambers.

Councilmember Contreras returned to the City Council Chambers at approximately 10:35 p.m.

Councilmember Koontz commented he favors the project and the rehabilitation of the property. He noted that changes presented previously and now are few. Staff clarified that the tattoo parlor and the bar being permitted uses in the zoning designations. He noted that if the property changes hands, the new property owner would have control. He voiced concerns about a bar, and about an event center even with other permitting requirements. It was explained that a bar is an auxiliary use to the boutique hotel that is part of the plan. He noted concerns about the green space. Staff noted that additional green space would reduce parking. Other questions raised were unenclosed dumpsters, the number of living units affecting the need to share parking which could result in potential for conflicts.

Staff responded that the dumpsters are proposed to be centralized in one location.

Councilmember Contreras noted that the changes to the natural screening was taken down years ago, noting further additional landscaping may help with screening the dumpsters. Councilmember McBurnett asked staff to answer the

question raised about buffering. Staff answered that is not part of the proposal to reduce the right-of-way. Mr. Garica answered the applicant has discussed using Wheatland Road right-of-way which will come at a later date because that is not part of the Planned Development being considered by the City Council this evening. Staff noted that the use of the owner's property would be included in buffer zone.

Councilmember McBurnett noted he is favor of the Planned Development and that he has sat here as well and has the citizens' interest at heart. Councilmember Contreras expressed thanks for the developer's willingness to work with the City to answer remaining questions and make modifications.

**Councilmember McBurnett made a motion to adopt the ordinance approving the request of Monte Anderson, applicant and owner, to include a Planned Development/Local Office Retail District on Wheatland Plaza Shopping Center, and Councilmember Contreras made the second. The vote was cast, 6 for, 0 against. Mayor Gordon having recused himself and left the City Council Chambers. The motion carried.**

**Request:**

A zoning change to allow mixed-use commercial and multi-family development

**Future Land Use Map Designation**

Retail/Commercial

**Current Zoning District**

LOR - Local Office Retail District

**Proposed Zoning District**

PD - Planned Development District

**Setbacks**

0 – 10-foot building setback in place of the required  
25-foot building setback

15-foot minimum side setback in place of the required  
25-foot side setback  
20-foot minimum rear setback in place of the required  
25-foot rear setback

**Lot Size**

No minimum or maximum rules dictating lot size if the site were to be further subdivided

**Building Height**

Maximum height within Subarea 1 is one (1) story  
Maximum height within Subarea 2 is three (3) stories  
Allow a fourth floor for roof access structures, roof terraces and stairwells on the residential building up to 5% of the ground floor area  
Maximum height within Subarea 3 is two (2) stories  
Maximum height within Subarea 4 is one (1) story  
Maximum height of two (2) stories within 25 feet of single-family residential structures

**Building Lot Coverage**

Maximum 45% lot coverage

**Design Standards**

Allow DD-UL, Downtown District – Urban Living, design standards within the PD

Exemption from building articulation requirements set forth in the Comprehensive Zoning Ordinance

Main entrances to building suites allowed at the rear of a building if they follow aesthetic design requirements for front entrances.

**Design Standards**

Multifamily residential component to include:



Ground floor level at least 10 feet tall for buildings in Subarea 2

Buildings in Subarea 2 will have a minimum of 15% window glass area on facades facing Wheatland Rd.

Buildings in Subarea 3 will have a minimum of 10% window glass area on facades facing externally

The use of a porch, balcony, or significant entry feature along a total of 50% of the linear length of a façade (any floor on that façade site counts in calculating distances between elements that protrude or modify the plane of the building) for externally facing façade areas of buildings in Subarea 2 and 3

**Screening and Buffering**

Exemption from screening requirements for dumpsters behind existing buildings

All buildings over 1,000 square feet in ground area to have a flat roof and a 3-foot parapet wall to screen rooftop equipment

All equipment must be set back 5 feet minimum from the exterior roof boundary.

**Parking**

activity  
surfaces

Permit permeable surfaces for required parking in areas of high stormwater where additional drainage is required and for other parking or driving subject to approval by the City Engineer

Allow required parking to be blocked during approved community events, except parking in high traffic areas or emergency uses

Shared Parking Agreement

**Landscaping**

Allow a variable width buffer along the property line and into the unutilized street right-of-way

5% of the lot area to be landscaped

**Additional Requests**

Exemption from Residential Proximity Slope

Exemption from Intersection Visibility Triangle

**Proposed Uses:**

**Residential**

Live/Work Unit

Mixed-Use Development

Multiple-Family Dwelling

**Proposed Uses:**

Educational, Institutional, Public and Special Uses

Adult Day Services

Art Gallery and Museum

Medical, Clinic or Office

Medical, Rehab Care (w/o live-In)

Place of Worship

Radio or TV Broadcasting w/o Tower

Research and Development Lab (tech)

School (business/trade/vocational, college/university, primary/secondary public and private)

**Recreational and Entertainment Uses**

Amusement, Indoor

Amusement, Outdoor (temporary)

Banquet or Event Center

Theater, Indoor Only

Theater, Performing Arts

**Retail and Service Uses**

Art Instruction Studio  
Art Studio  
Bar (>75% Alcohol Sales)  
Financial Institution  
Food Truck Park  
Grocery, Local Scale  
Grocery, Neighborhood Scale  
Gym and Fitness Facilities  
Nursery, Retail  
Personal Care Service Shop  
Postal Mart  
Professional Office, Local Scale  
Restaurant, Limited Seating  
Restaurant, Seated Service  
Retail, Convenience Store  
Convenience Store w/ Restaurant  
Retail, Local Scale  
Retail, Neighborhood Scale  
Retail, Sundry  
Seasonal Sales  
Tattoo or Piercing Studio  
Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales  
Boutique Hotel  
Laundry, Dry Cleaning Drop-Off/Pick-Up  
Laundromat

**Automotive and Transportation Uses**

Auto Dealership (inside only)

**53 Mailings Sent Out**

1 Replied in Favor  
0 Replied in Opposition

**Planning & Zoning Commission Recommendation**

The Planning and Zoning Commission recommended approval of the item by a vote of 4-0.

**6. STAFF AND BOARD REPORTS**

None.

**EXECUTIVE SESSION**

1. City Council convened into closed Executive Session at 8:54 p.m. to seek legal counsel from City Attorney pursuant to Section 551.071 of the Texas Government Code, to address the legal requirements of designation of land for parks purposes and the appropriate motion required for such designation and legal consequences.
2. City Council convened into closed Executive Session, concurrent with Executive Session Item 1, pursuant to Section 551.074 Personnel Matters of the Texas Government Code, to discuss and deliberate the duties of the City Manager; and to deliberate the duties, responsibilities, and complaints, if any, of City Councilmember Place 3.

The City Council reconvened into Open Session at 10:57 p.m. with City Councilmembers present.

Mayor Gordon announced that it is the intent and purpose of the City Council to deliver an ordinance to the City of Duncanville regarding the property at 609 Daniieldale Road. To that effect understand that there is a process that is involved in this. That process has to be defensible, that process has to be legal, that process has to be enforceable so that whatever ordinance is developed from this particular session has the necessary legal substantiation to withstand any kind of obstruction to it. So to that respect we are pursuing an ordinance, I want to be very clear about that to anyone that's listening In terms of how we are proceeding from this point forward. So with that we have a motion that has been prepared by our City Attorney with consultation with the entire City

Council. Mayor Gordon asked the City Attorney to read the motion.

City Attorney Hager stated as a result of the Executive Session, he prepared the following motion for consideration by the City Council: Motion to authorize City Manager and staff to institute legal proceedings to consider amending the Parks Master Plan, Comprehensive Land Use Plan, Zoning Ordinance text changes, and zoning to designate, by ordinance, 609 W. Danieldale Road as a nature preserve; and, the City Manager shall present a proposed timeline for execution of such legal proceedings at the December 20, 2022 Regular Meeting.

Motion by Councilmember Harvey to authorize City Manager and staff to institute legal proceedings to consider amending the Parks Master Plan, Comprehensive Land Use Plan, Zoning Ordinance text changes, and zoning to designate, by ordinance, 609 W. Danieldale Road as a nature preserve; and the City Manager shall present a proposed timeline for execution of such legal proceedings at the December 20, 2022 Regular Meeting, and second by Councilmember Veracruz, for; District 2 Councilmember McBurnett, for; District 3 Councilmember Koontz, for; District 4 Councilmember Cherry, for; District 5 Councilmember Contreras, for; Councilmember At Large Councilmember Harvey, for; and the Mayor, for. The motion carried by a unanimous vote of 7 for to 0.

The Mayor announced there was no action taken on Executive Session Item 2.

**ADJOURNMENT**

Mayor Gordon adjourned the meeting at 11:02 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

Add Signature Lines for City Secretary Signature and Mayor Gordon’s Signatures



# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a Resolution authorizing the first one-year term renewal to Contract #20-097 with Exclusive Protection Services, LLC, to provide security services for the Duncanville Fieldhouse in an amount not to exceed \$75,000.00 annually.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Bart Stevenson, Director of Parks and Recreation**  
**Craig Brasfield, General Manager**

**BACKGROUND/HISTORY:**

The Duncanville Fieldhouse Complex, located at 1700 South Main Street, Duncanville, TX 75137, requires qualified security firms to specialize in providing crowd management services associated with athletic and entertainment venue operations. Exclusive Protection shall furnish uniformed security personnel to include, but not limited to, making reasonable efforts to protect property against theft, illegal entry of persons and/or contraband, damage and destruction by spectators, and other intentional acts of violence at and near the Duncanville Fieldhouse. It is The City of Duncanville's objective to contract the best-qualified firm that, in its opinion, will continuously provide top-quality service, product quality, and generally create goodwill within this high-quality facility.

On August 7, 2020, a contract with Exclusive Protection Services, LLC. was signed for professional security services at the Duncanville Fieldhouse for a two (2) year term with two (2) additional service periods of one (1) year each for a total of four (4) years. On June 15, 2021, the original contract was amended by the City Council for a contract increase of \$25,000.00 to not exceed \$75,000.00 due to the increase of events requiring security.

The highlights of the contract renewal include:

- Initial term – two years.
- Renewals – This is the first of two (2) one-year renewal options.
- Termination – By the City of Duncanville, with or without cause, upon thirty (30) day written notice
- Security services will be furnished on the days and times specified by the Fieldhouse General Manager, or his designee
- All security supervisors will be adequate in number and radio equipped. Assigned personnel must assist with the patron and staff safety
- Contractor shall provide qualified, trained, and uniformed personnel to manage all positions, including, but not limited to, taking prompt action against illegal entry or person(s) and/or contraband as specified within the Duncanville Fieldhouse, patrol and/or manage specifically identified areas for potential safety hazards and/or vandalism, and assist in the management of crowd control and overall safety of the patrons and participants.

**POLICY EXPLANATION:**

Professional Services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

**FUNDING SOURCE:**

**ORG and Object Number**

45601000-700450

**Available Budget**

\$214,322.54

**Purchase Amount**

\$75,000.00

**After Encumber**

\$139,322.54

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$75,000.00 for security services with Exclusion Protection Services, LLC.
2. Do not approve funding for security services with Exclusion Protection Services, LLC.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2021-038R - Security Agreement for Duncanville Fieldhouse](#)

**RESOLUTION NO. 2021-038R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE FIRST ONE-YEAR TERM RENEWAL TO CONTRACT #20-097 FOR PROVIDING SECURITY SERVICES FOR THE DUNCANVILLE FIELDHOUSE FOR AN ANNUAL AMOUNT NOT TO EXCEED \$75,000.00 WITH EXCLUSIVE PROTECTION SERVICES, LLC.; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas, hereinafter called "City", and Exclusive Protection Services, LLC, hereinafter called "Contractor", desire to enter into the first one-year term agreement for Professional Security Services for the Duncanville Fieldhouse; and

**WHEREAS**, the City of Duncanville desires to move forward with Exclusive Protection Services, LLC in the best interests of the City; and

**WHEREAS**, professional services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

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

**SECTION 1.** The contract for professional security services with Exclusive Protection for the Duncanville Fieldhouse with an annual amount not to exceed \$75,000.00.

**SECTION 2.** That the City Manager or designee may issue the appropriate purchase orders based on the needed requirements of the facility.

**SECTION 3.** That the City of Duncanville approves the renewal of a one-year term renewal through August 5, 2023.

**SECTION 4.** That the City of Duncanville has allocated funds for this Agreement in conformance with the Agreement approved herein.

**SECTION 5.** This Resolution shall be effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

Exhibit "A"

**RESOLUTION NO. 2021-038**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO CONTRACT #20-097 FOR PROVIDING SECURITY OFFICERS FOR DUNCANVILLE FIELDHOUSE, AND A CONTRACT INCREASE IN THE AMOUNT OF \$25,000.00 FOR A NEW ANNUAL AMOUNT NOT TO EXCEED \$75,000.00 WITH EXCLUSIVE PROTECTION SERVICES, LLC.; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas, hereinafter called "City", and Exclusive Protection Services, LLC, hereinafter called "Contractor", desire to enter into a First Amendment to the Project Specific Agreement (PSA), Professional Security Services for the Duncanville Fieldhouse; and

**WHEREAS**, the City of Duncanville desires to move forward with Exclusive Protection Services, LLC in the best interests of the City; and

**WHEREAS**, the parties now wish to amend the Contract 20-097, Section 3, Payment, the total contractor fee shall be as specified in Exhibit "A", which shall not exceed seventy-five thousand dollars (\$75,000.00).; and

**WHEREAS**, professional services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

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

**SECTION 1.** The First Amendment to the Project Specific Agreement, PSA-20-097, to Exclusive Protection Services, LLC. Professional Security Services Agreement, which is attached hereto and incorporated herein as Exhibit "A" is hereby approved; and the City Manager is hereby authorized to execute the same for the purpose recited therein.

**SECTION 2.** That the City of Duncanville approves the amended provisions of the Agreement in conformance with the Incorporated Documents to said Agreement.

**SECTION 3.** That the City of Duncanville has allocated funds for this Agreement in conformance with the Agreement approved herein.



EXHIBIT "A"

Exhibit "A"

CONTRACT NO. 20-097-A1

FIRST AMENDMENT TO  
SECURITY SERVICES CONTRACT NO. 20-097

This First Amendment to Security Services is entered into by and between the City of Duncanville (hereafter "City"), a Texas home-rule municipal corporation, acting by and through Aretha Ferrell-Benavides, its duly authorized City Manager, and Exclusive Protection Services, LLC (hereafter "Contractor"), an individual, each individually referred to herein as a "party" and collectively referred to as the "parties."

**WHEREAS**, the parties have previously agreed to the terms and conditions as set forth in City of Duncanville Service Contract No. 20-097 (the "Contract") effective August 5, 2020 and expiring August 5, 2022; and

**WHEREAS**, the Contract is for the purposes of providing armed security officers for on-site events support within the City; and

**WHEREAS**, the parties have previously agreed to the terms and conditions as set forth in City of Duncanville Service Contract No. 20-097 (the "Contract") Section 3, Payment, The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed **Fifty Thousand Dollars (\$50,000.00)**; and

**WHEREAS**, the parties now wish to amend the Contract 20-097, Section 3, Payment, The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed **Seventy-Five Thousand Dollars (\$75,000.00)**; and

**NOW, THEREFORE**, City and Contractor, acting herein by the through their duly authorized representatives, enter into the following agreement to amend the contract:

All other provisions of the Contract which are not expressly amended herein shall remain in full force and effect as agreed and executed on August 5, 2020.

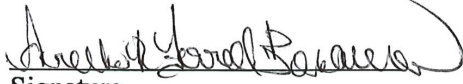
EXHIBIT "A"

Exhibit "A"

**ACCEPTED AND AGREED:**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the 15th day of June, 2021.

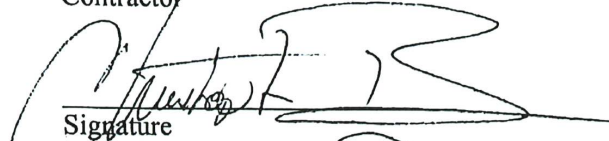
**CITY OF DUNCANVILLE, TEXAS**  
Owner

  
Signature

Cynthia R. Ferrell-Benavides  
Printed Name

City Manager  
Title

**Exclusive Protection Services, LLC**  
Contractor

  
Signature

Christopher B. Brown  
Printed Name

Co-Owner  
Title

Exhibit "A"



**Duncanville Fieldhouse**

**address** 1700 S. Main Street

Duncanville, TX 75137

**website** [www.DuncanvilleFieldhouse.com](http://www.DuncanvilleFieldhouse.com)

**phone** 972-331-8868

**PROFESSIONAL SECURITY SERVICES**

**AGREEMENT**



**Cooperative Purchasing:** Should other Governmental Entities decide to participate in this contact, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? (see section IX page 15) Yes ☒ No ☐

Exhibit "A"

# **TABLE OF CONCENT**

## *Contract Security Services*

I.	Introduction and Overview.....	3
	Background .....	3
II.	Scope of Services .....	3
	Employee Screening Process.....	4
	Training .....	5
	Supervision .....	6
	Job Performance Expectations.....	7
	Client Contact .....	8
	Resources Required .....	8
	Minimum Pay to Employees.....	8
	Benefits/ Uniforms.....	9
III.		
IV.	General Terms and Conditions .....	10
	Immigration Law Compliance .....	10
	Patient Protection and Affordable Care Act (ACA).....	10
	Disclosure Statement .....	10
	References .....	11
	Performance .....	11
	Contract .....	11
	Start Date .....	12
	Clarification of Responsibilities .....	12
	Disputes .....	12
	Termination .....	12
	Performance Terms and Conditions .....	12
	Personnel Requirements .....	13
V.	Bonds .....	15
VI.	Insurance .....	15
VII.	Emergencies .....	17
VIII.	Invoicing and Reporting .....	17
IX.	Cooperative Purchasing .....	15
Exhibit 1	Proposer Information Form .....	23
Exhibit 2	Proposal Form .....	25
Exhibit 3	Conflict of Interest Form.....	26



## Exhibit "A"

**I. INTRODUCTION AND OVERVIEW**

The Duncanville Fieldhouse Complex located at 1700 South Main Street Duncanville, TX 75137, requires qualified security firms to specialize in providing crowd management services associated with entertainment venue operations. The Security shall furnish uniformed security personnel to include, but not limited to, and to make reasonable effort to protect property against theft, illegal entry of persons and/or contraband, damage and destruction by spectators, and other intentional acts of violence at and near the Duncanville Fieldhouse.

It is The City of Duncanville objective to contract the best-qualified firm who, in its opinion, will continuously provide top quality service, product quality, and generally create goodwill within this high-quality facility.

**A. BACKGROUND**

Duncanville Fieldhouse is a multi-use sports, convention and entertainment complex located in the heart of thriving, fun-filled Duncanville, Texas. It consists of a 15,000- square foot, state of the art venue uniquely designed to facilitate a wide array of world-class sport, recreational, entertainment and business events. It features six hardwood Basketball courts, or ten regulation Volleyball courts. Duncanville Fieldhouse has a high-performance turf room, Grill and Snack-shop with ample parking. The complex contains meeting rooms flexible meeting space, conference facility unlike any other in the country that's equipped with state-of-the art communications technology, meeting space, a classrooms, conference space, and offices. Duncanville Fieldhouse hosts tournaments (basketball, volleyball and martial arts), college and high school leagues, city youth & adult league, camps and clinics, team training, and coach's clinics. It is also available for corporate events, lock-ins and parties.

Additional information about the complex can be found at <https://www.duncanvillefieldhouse.com/about/>

**II. SCOPE OF SERVICES TO BE PROVIDED**

- A. The services of this agreement shall include but are not be limited to the following: providing uniformed personnel to provide uniformed security services described below..
- B. Qualifications
  - 1. Firm must have five (5) years of experience and proven expertise in providing security staffing services for at least three (3) similar facilities to the Duncanville Fieldhouse or similar i.e. arena, concert hall, theatre, exhibition halls, and amphitheater.
  - 2. Must comply with the State of Texas Minimum Standards for Contract Security Guards as described as House Bill (HB2833) or Title 10 CH 1702
  - 3. Must have a local office with 24 hour-7-day live dispatch service operated by Proposer that is able to provide a local response time of 30 minutes or less to provide replacement guards and/or managers to Duncanville Fieldhouse.
  - 4. Must have full time employees that can be available at any given time to provide support to Duncanville Fieldhouse. This minimum includes those security officers that are already scheduled for work. These employees will allow for replacement staff in the event of employee call offs or vacation and additional coverage of areas as they are necessary.
  - 5. **The Security Firm may not supplement labor with temporary labor from another company. All labor provided must be on the payroll of the awarded firm.**

- 6. **Firm minimum information below: (Additional information is welcomed.)**

Page 8 of 26

Contract Security Services PSA-20-061

Page 3 of 22

Exhibit "A"

- a. **Your State of State of Texas Contract Security License Number**
  - b. **A brief history of the company.**
  - c. **The names of the officers, directors or principal stockholders.**
  - d. **Number of security officers on the local payroll.**
  - e. **Total hourly cost proposed for this contract, including all overhead, supervision and applicable local, state and federal taxes.**
- C. Occasional or limited services may be required for surrounding areas to the facilities. The Firm will also provide supervisors who are responsible for the supervision of all personnel provided.
- D. Firms employees are not eligible for The City of Duncanville Fieldhouse work if an employee has been convicted of, has charges currently pending, or has been granted diversion by any court, for any of the following: (1) any felony offense; (2) any crime involving force or moral turpitude; (3) any offense involving dishonesty or false statements; or (4) any crime involving a controlled substance.
- E. **Employee Screening Process** – Each employee’s qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at Duncanville Fieldhouse. Documentation must be provided when requested, on a case by case basis, within four (4) business days of request. The screening application must include:
  - 1. History of all past:
    - a. Bonding
    - b. Fingerprinting
    - c. Drug testing
    - d. Security Clearance
    - e. Credit
    - f. Prior employment discharge
    - g. Criminal Record
    - h. Specialized schooling
    - i. Subversive Activities
  - 2. Personal references – Minimum of three (3) people who are not related to subject.
  - 3. Five (5) year work history – All employments verified and unemployment periods verified with notarized statement.
  - 4. Medical history questionnaire.
  - 5. Educational history.
  - 6. Military history with honorable discharge verified by from DD 214.
  - 7. Specialized skill inventory.
  - 8. Employment bond application (\$10,000 minimum).
  - 9. Employment agreement to drug test. Drug test shall be a 10-panel test minimum and firm must have a random drug screening policy in place.
    - a. Sample application form, along with additional supporting documents, shall be submitted verifying format to be used. Also, include percentage of current employees that are screened to this standard.

Exhibit "A"

a student within the last 7 years.

**10. BACKGROUND INVESTIGATION**

Must include:

- a. Employment history - 5 year minimum. All employers must be contacted verifying employment records and eligibility for rehire.
  - b. Character references - References must be individually contacted verifying character and suitability for a person for a position of trust.
  - c. Police record check - verify applicant has never been convicted of a felony, or a misdemeanor involving moral turpitude.
  - d. Criminal Background must be completed in all locations Applicant has lived, worked, and was a student within the last 7 years.
- \* Proposal application shall include individual forms documenting each step of the background investigation and percentage of employees that receive this type of screening.

**G. Training**

- 1. Initial classroom training must include audio/visual training and testing on:
  - a. Fire protection and how to react in the event of fire;
  - b. Occupational hazards to maintain safety for employees;
  - c. Proper report writing;
  - d. Safe patrolling;
  - e. Sexual harassment;
  - f. Universal precautions for preventing infectious disease.
- 2. Initial post training \* must include a minimum for eight (8) to sixteen (16) hours training on each new assignment with a Duncanville Fieldhouse approved trainer or supervisory personnel in attendance.
- 3. On-going training \* must include:
  - a. No less than one (1) documented training session per month;
  - b. Must provide proof of on-going training for each officer.
  - c. Must have ongoing customer service training and sexual harassment training.
- 4. Training resources must include:
  - a. Quarterly training packet \* containing vital, specific security guidelines provided to all personnel;
  - b. All security officers provided a comprehensive book on General Orders, regulations and Instructions \*, plus a ready reference on life and property protection.
- 5. Training verification must include:
  - Documented results \* of all training in the employee's personnel file.
- 6. Include percentage of current employees trained to this standard.
- 7. All officers must be CPR and First Aid Certified.
- 8. Training programs must be designed, administered and monitored for effectiveness by a full-time degreed specialist.
- 9. Initial training program shall be available for review at Client's discretion.

**H. Supervision**

- 1. Operation Instructions and Special Orders:



Exhibit "A"

A thorough written review of all operational and emergency procedures complied by a security professional custom designed for each individual post. These instructions shall be reviewed and updated continually. A copy of this information must be located in the main security control room for reference and review at any time.

a. Reporting procedures shall include:

1. Daily reports \* from each security officers containing all checkpoints concerning and safety;
2. A incident report \* shall be filled out and submitted to the Chief of Security in the event of uncommon occurrences; (must use approved forms)
3. Weekly time record \*;
4. Operation outline \*;
5. A warning tag \* system shall be utilized whereby security officers can alert staff, guests and vendors to hazardous or unsafe conditions in the facility.

b. Supervisory personnel:

1. All supervisory personnel shall be trained in procedures of recruiting, hiring, selection and training of security personnel.
2. Include percentage of accounts currently operating according to the previous specifications.
3. **Must have two on-site Supervisor/Shift Leads.** Must be able to provide support and review of all post locations. This includes occasional weekends as well. A monthly report must be provided to the Chief of Security that covered all aspects of the post security operations.

**I. Job Performance**

1. Each guard is expected to consistently demonstrate the ability to:

- a. Maintain a Daily Activity Report
- b. Communicate effectively and appropriately using a 2-way radio
- c. Provide security in a manner consistent with the policies of the complex
- d. Provide incident report information to dispatch in a timely manner
- e. Assist tenants, guests, clients and promoters with identifying the correct information or owner of their issues
- f. Canvas and patrol the complex to proactively identify potential safety and security hazards
- g. Collaborate with dispatch to prevent criminal activity and assist victims of criminal activity
- h. Collaborate with dispatch and first aid to assist victims
- i. Ensure that exterior doors are locked before shift and end of shift
- j. Conduct rounds to ensure security and property protection
- k. Observe and report unusual conditions and safety hazards
- l. Obtain and maintain a detailed recollection to the complex checkpoints and camera locations
- m. Provide continuity in security services between the Duncanville Fieldhouse and law enforcement partners
- n. Respond immediately to calls from dispatch, security partners, parking attendants, and other Duncanville Fieldhouse teammates and clients

**J. INSPECTIONS - Contractor shall:**

1. Conduct regular, unannounced inspections by an independent corporate division to ensure security

Page 11 of 26

Contract Security Services PSA-20-061

Page 6 of 22



Exhibit "A"

personnel's compliance with all company regulations.

2. Have frequent, unannounced inspections day and night by management personnel, including monthly inspections by managers in charge, and periodic inspections by regional managers and corporate executives.
3. A monthly report must be provided to the Chief of Security that covered all aspects of the post security operations. This report shall also include specific post inspection reports for each post location. Utilize inspections as time for further training, testing and review.

**Client Contact :**

1. Have meetings with Duncanville Fieldhouse designed Managers to review operation and make recommendations for improved services.
2. Work directly with and take direction from appropriate Duncanville Fieldhouse managers to ensure that all client needs, and requests are met as they are requested in a timely manner.
3. The City of Duncanville has the right to audit security operations at any point. A right to audit specifies the company's responsibilities for maintaining reasonable records and The City of Duncanville access to those records for review.

**L. Resources required :**

1. A Cellular phone, so on-duty managers may communicate with Fieldhouse management as necessary (minimum of 2). Security Firm will designate an on-site manager to correct any problems with performance or with equipment. The on-site manager will be radio equipped to communicate with other firm employees and agents, and well as Fieldhouse Event and Venue Managers, the Director of Operations, and the Public Safety and Risk Manager (or his/her designee).
2. Appropriate uniforms based upon Fieldhouse specifications and approval, such as jackets, vest, and t-shirts, with both logos.
  - a. Flashlight
  - b. Pen
  - c. Notepad
  - d. Two way radio communication
3. A picture identification card or name tag will be considered part of the employee's uniform and must be visible at all times while working for hours billable to Fieldhouse.
4. Employee handbook relating to policies and practices, with Fieldhouse review and approval.

**M. Minimum Pay to Employees**

1. **Minimum pay:**  
Fieldhouse further requires that the minimum pay to guards meet the industry standard.
  - a. (Client does not pay higher billing rate.)
  - b. Wages must be equal to industry standards.

**III. GENERAL TERMS AND CONDITIONS**

**A. Licenses:**

1. The Security Firm must have applicable licenses as required by the Federal, State, County, and City governments.

Exhibit "A"

**B. Immigration law compliance:**

2. **Security Firm must provide proof of enrollment in E-Verify as a condition for this contract.**
3. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Texas. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**B. Patient Protection and Affordable Care Act:**

1. **Security Firm must provide proof of compliance with the Patient Protection and Affordable Care Act (ACA).**
2. By signing this contract, the contracting parties affirm, for the duration of the agreement, they will be in full compliance of the Patient Protection and Affordable Care Act (ACA). Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**C. Disclosure statement:**

1. If any owner, officer, partner, board of director member, employee, or holder of more than 5% of the fair market value of the firm or any member of their households is an employee of The City of Duncanville, this information must be disclosed. Failure to disclose this information may result in the elimination of this contract.
2. **IMPORTANT:** It is required that the Disclosure Statement of Relationship between Security Firm and Employees/Officials of City of Duncanville, (Exhibit #3).
3. By accepting payments resulting from this Contract, the Security Firm certifies that to its knowledge no City of Duncanville employee or official, and no family members of a Fieldhouse employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to Fieldhouse on the Disclosure Statement of Relationship Between Proposer and Employees/Officials of Fieldhouse .

**D. References:**

Security Firm must submit, five (5) current business references for contact where services, and of those, at least three (3) must be similar in size and scope. The references must include company name, address, contact name, phone number, email address, duties performed, number of security officers (including supervisors), the nature of the facility secured, the dollar value of the contract, the length of the contract, and the expiration date of the contract

Performance:

1. In the event the Security Firm defaults in performing this contract, it agrees to pay City of Duncanville reasonable costs incurred in remedying such default, including reasonable attorney fees.
2. The Security Firm will be responsible for any damage to the City of Duncanville property when such damage is inflicted by their employee(s), or agents of the security firm, or any sub-contractor.

**E. Contract:**

1. The contract will be non-exclusive. City of Duncanville reserves the right to also contract with other parties, or to provide contract security services with Fieldhouse employees, whatever is most advantageous to Fieldhouse should it be deemed in its best interest to do so.
2. **Contractors Obligations:**
  - A **CONTRACTOR** shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should **OWNER** require additional services not included under this Agreement, **CONTRACTOR** shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by **OWNER**; and without decreasing the effectiveness of

## Exhibit "A"

the performance of services required under this Agreement.

1. B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except for financial considerations) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Proposer must be in writing. Any agreed upon modification or amendment must be in writing and signed by both parties.
2. **Contract Term:** The contract period is from mutually agreed upon dates. At the end of the 2-year contract initial term Fieldhouse intends to renew this contract annually, at its sole option based on service and pricing, for (2) additional service periods of one (1) year each, for a total of four (4) years.
3. **Payment**

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed by OWNER, less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed Fifty-Thousand Dollars (\$50,000.00) for the initial First Year Term (365) calendar days. The fee for the Second Year of the initial term shall not exceed Fifty-Thousand Dollars (\$50,000.00) and the renewals shall not exceed Fifty-Thousand Dollars (\$50,000.00). OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

- A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed as provided in the Completion Schedule Estimate included in the attached Exhibit "A," and incorporated herein by reference, after written Notification to Proceed from OWNER to CONTRACTOR, exclusive of OWNER and other governmental review time.
- B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.



Exhibit "A"

- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

4. Contract Data: The Security Firm is required to provide Fieldhouse with detailed data concerning the contract at the completion of each contract year or the request of Fieldhouse at other times. Fieldhouse reserves the right to audit the Security Firms records to verify the data.

Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

5. The awardee of this contract shall not assign or transfer the contract, any part thereof, or any rights of the contract thereunder, except as otherwise consented to in writing by City of Duncanville

Start date:

6. The Security Firm hereby agrees to begin this project as specified in the contract documents on or before a date to be specified in the "Notice to Proceed" by Fieldhouse and to provide this service at the specified price for a period of 2 years beginning on a mutually agreed upon date. At the end of the 2- y e a r contract term Duncanville Fieldhouse intends to renew this contract annually, at its sole option based on service and pricing, for (2) additional service periods of one (1) year each.

**F. Clarification of responsibilities:**

1. If the Awardee needs clarification of or deviation from the terms of the contract, it is the Firms responsibility to obtain written clarification or approval from the Purchasing Manager, (972) 780-5058 or email [sbaker@duncanville.com](mailto:sbaker@duncanville.com).

**G. Disputes:**

1. Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into in Dallas County, Duncanville, Texas and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in Dallas County, Duncanville, Texas. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Texas. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Dallas County Duncanville, Texas.

**H. Termination:**

1. This contract may be terminated by the City of Duncanville, with or without cause, upon thirty (30) day written notice to the Successful Proposer regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, City of Duncanville shall have the right to immediately terminate the contract; Contractor shall forthwith remove any and all of his equipment, tools, and supplies from the premises; Contractor shall be paid for services rendered to the date of termination; and City of Duncanville shall have no further financial obligation to the Contractor. Such termination shall not relieve the Contractor of any liability to City of Duncanville for damages sustained by virtue of a breach by the Contractor.

**I. Performance terms and conditions**

1. Contract Administration: The Purchasing Manager shall be Fieldhouse authorized representative in all Contract Security Services PSA-20-061

Exhibit "A"

matters pertaining to the administration of this contract.

2. Workers shall not depart the property or their assigned position until a competent, authorized representative of Contractor is present and/or their supervisor dismisses the individual. ALL WORKERS MUST CHECK IN AND OUT THROUGH THE USE OF A PHOTO AND/OR ELECTRONIC SCAN SYSTEM The Contractor shall provide the process to check in/out employees with Fieldhouse staff management .
3. Staffing Shortage Penalty: In the event that the Contractor fails to supply Fieldhouse with sufficient staff for any request, Fieldhouse reserves the right to fill any such request with qualified security personnel from outside firms. Any expenses incurred, as a result of these actions, will appear as a deduction from subsequent invoices in the amount of the expense. **In the event Fieldhouse is unable to fill such request with qualified personnel, the Contractor will be penalized at the applicable hourly rate for such staff as requested for the duration of the time staff was scheduled. Additionally, the Contractor will be subject to a penalty for each occurrence where a request is unfilled for any period of time.** This will be done at the discretion of Fieldhouse .
4. Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to Fieldhouse. If the contract administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the contract administrator. All employees of the Contractors at the institution shall be bonded, and a list of these employees shall be furnished to Fieldhouse.

**J. Contractor personnel requirements:**

1. Security services will be furnished on the dates and times specified by the Fieldhouse General Manager (or his designee). Any agreement pursuant to an award is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between City of Duncanville and the Contractor.
2. All security supervisors will be adequate in number and radio equipped. Assigned personnel must assist with patron and staff safety.
3. All assigned personnel must participate in emergency response, notification, and evacuation.
4. All assigned personnel will assist Fieldhouse staff with controlling access to the facility.
5. In addition to standard business hours, Contractor maybe required to work weekends, nights, and holidays.
6. Contractor shall maintain a roster sheet of all Security Officers assigned. Roster sheets shall include the person's full name, date and required information . The list shall be provided upon request.
7. Contractor shall provide qualified, trained, and uniformed personnel to manage all positions. Job responsibilities shall be explained in detail to the security services personnel by their supervisor. Duties required may include, but are not limited to, some or all of the following:
  - a. Take prompt action against illegal entry of person(s) and/or contraband as specified within BJCC Complex.
  - b. Patrol and/or manage specifically identified areas for potential safety hazards and/or vandalism.
  - c. Assist in the management of crowd control and overall safety of the patrons and participants.
  - d. Take prompt action against unauthorized persons going on stage or other restricted areas.
  - e. Observe and report any and all criminal offenses, or violations of policies, procedures, rules and regulations.
  - f. In some cases, serve as customer service support and ushers in high traffic areas.
  - g. Assist with public information in regards to customer service, safety, and security policies or procedures.
8. Contractor employees shall be courteous, neat, clean and presentable while on duty.



Exhibit "A"

9. Contractor must screen all personnel assigned to Fieldhouse for recent use of alcohol and/or illegal drug use.
10. Contractor must have a third party vendor conduct random alcohol and/or illegal drug use screenings.
11. All personnel should possess good customer service skills.
12. Contractor must supply personnel that are physically, mentally, and emotionally qualified to perform the requirements as specified in this RFP.
13. Prior to the start of work, all personnel provided to Fieldhouse must be familiar with the facility, procedures, the employee entrances, rules and regulations, who/where to report and the type of work to be performed.
14. Personnel must abide by all Fieldhouse rules and regulations.
15. Contractor shall be responsible for the acts of its employees and agents while performing services for Fieldhouse. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to person or property. Contractor shall be responsible for all damages to persons or property on and off Fieldhouse site caused solely or partially by Contractor or any of its agents or employees in the performance of this contract.
16. All accidents and incidents shall be reported to Fieldhouse General Manager immediately and a written report shall be faxed within 24 hours of each incident.
17. Contractor shall further be responsible for the conduct of its employees and workers and for preventing the use of profanity, being boisterous, using undue force, or being offensive or disrespectful to Fieldhouse guests. Fieldhouse will not tolerate such conduct and if necessary, Contractor will be asked to remove this employee. Conduct that is not acceptable includes, but is not limited to the following: foul language; offensive or distasteful comments related to age, race, ethnic background or sex; evidence of alcohol influence or influence of drugs; refusal to provide services requested; refusal to make arrangements for additional services; and general rudeness.
18. Contractor shall have experience dealing with ADA requirements, regulations, policies and procedures, as well as the assistance of handicapped patrons, in particular, wheelchair-bound patrons.

**IV. BONDS:**

**PERFORMANCE BOND:** Contractor will furnish a surety bond in the amount of \$100,000.00, at no cost to the City of Duncanville, to guarantee that all conditions and specifications of this Contract. The bond will be furnished to the Purchasing Coordinator not later than 14 days after requested.

**V. INSURANCE:**

Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend City of Duncanville, its elected officers and employees (hereinafter referred to in this paragraph collectively as "City"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon BJCC because of bodily injury, death or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of City of Duncanville, or its employees.

**A. The certificate must include the added additional Insured by Endorsement:**

1. City of Duncanville.
2. 30 day(s) written cancellation notice.

**B. The certificate must be received by City of Duncanville Purchasing Department.**

**C. City of Duncanville reserves the right to terminate any resulting contract, if the Contractor fails to keep**

Exhibit "A"

the insurance policies in force for the below amounts or for the duration of the contract period.

- D. A comprehensive insurance program for protection against known and recognizable risks shall be provided. The program must contain insurance whereby, the principle risks are transferred to an insurance company. It must also provide for a measure of self-insurance whereby certain risks are assumed directly by the Contractor. The program shall be designed to provide the essential coverage needed to protect against fortuitous losses. Before beginning work, Contractor shall provide a current certificate of insurance with the following coverage:

1. Worker's Compensation Insurance per Texas State Law.

- a. Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Texas.

1. Coverage extension shall include:

- i. Voluntary compensation with state of hire as the basis of benefits.
- ii. Waiver of subrogation for City of Duncanville.

- b. Employer's Liability Insurance limits shall be at least:

- 1. Bodily Injury by Accident - \$1,000,000 per accident.
- 2. Bodily Injury by Disease - \$1,000,000 per employee.

2. Commercial Business Automobile Liability Insurance

- a. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

3. Commercial General Liability Insurance

- a. Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

- i. General Aggregate \$5,000,000/Project
- ii. Products, Completed Operations Aggregate \$2,000,000/Project
- iii. Personal and Advertising Injury \$1,000,000/Occurrence
- iv. Each Occurrence \$1,000,000

4. Comprehensive General Liability Insurance

- a. Coverage should be provided for legal liability resulting from bodily injury or property damage caused by an occurrence and due to the negligence of the Successful Proposer. General liability limits not less than \$1,000,000 per occurrence and \$5,000,000 general aggregated.

- b. Coverage extension must include:

- 1. All premises and operations;
- 2. Personal injury liability – to pay for legal obligations of the Contractor resulting from the following business offenses;
  - i. False arrest, detention and imprisonment, or malicious prosecution;
  - ii. The publication or utterance of a libel or slander or of other defamation or disparaging material, or a publication or utterance in violation of an individual's right or privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Successful Proposer;
  - iii. Wrongful entry or eviction or other invasion of the right of private occupancy.

Exhibit "A"

- a. Property damage – included liability protection of property in Successful Proposer’s care, custody, and control;
  - b. Assault and battery offenses;
  - c. Blanket contractual;
  - d. City of Duncanville must be included as “Additional Insured” including hold harmless agreement;
  - e. Errors and omissions liability – providing coverage for negligent acts, errors and omissions on the part of the Contractor or the employees or agents of the Contractor, solely in the professional conduct of the Contractor’s security personnel, investigative, and related operations;
  - f. Third party theft from clients;
  - g. Products and completed operations, if any.
5. Fidelity Bond Employee Dishonesty Form A – coverage provided by the bond must apply to all personnel of the Contractor, including subsidiaries. The policy must provide coverage for losses sustained by the contractor or its clients resulting from fraudulent or dishonest act committed by employees of the Contractor, acting alone or in collusion with others. Limit not less than \$100,000.
6. The contractor is charged with the responsibility of identifying risks and exposures, and the implementation of a risk management program to effectively deal with them. Major emphasis should be placed upon risk management measures. Every effort must be made to create a safety conscious atmosphere among all employees.
7. Copies of insurance policies and a certificate of insurance must be provided with the response. Also, include the percentage of current clients who have this insurance protection.

**VI. EMERGENCIES**

1. In the event of an emergency situation, the Contractor will be expected to work within the NIMS framework while providing security assets to Fieldhouse.
2. Contractor shall be able to provide additional personnel on an emergency basis – within one (1) to two (2) hours – at the same hourly rate quoted in the price sheet.

**VII. INVOICE AND REPORTING**

1. City of Duncanville is tax exempt. If a Tax Exemption Certification is required, one will be furnished to the Contractor.
2. Payment terms are net 30 days.
3. The Contractor shall furnish at its expense, all labor, taxes, FICA, Worker’s Compensation, uniforms, unemployment insurance, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of this contract.
4. Prices shall remain firm for the term of the contract, including renewals. In the event that, during the term of the agreement, the Contractor is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, City of Duncanville agrees to permit the Contractor to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until City of Duncanville Purchasing Department receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Contractor should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make City of Duncanville aware of same.
5. Fieldhouse will not pay overtime unless approved in advance by the General Manager or his/her



Exhibit "A"

designee.

6. Invoice reconciliation must occur within (3) three-months of invoice date. Contractor must provide City of Duncanville accounts payable department with an itemized, monthly statement requesting resolution within this (3) three -months period. Invoices presented for payment beyond this (6) six-month period may not be honored. Proposer shall not impose payment penalties on any kind, including, but not limited to, late fees, service charges, interest, or placing City of Duncanville on credit hold.

**VIII. All invoices shall be divided based on events, dates and time. LIMITATIONS**

1. Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Texas.
2. Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of City of Duncanville.

**IX COOPERATIVE PURCHASING**

1. Should other governmental entities decide to participate in this contract, bidder, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
2. If the successful bidder agrees to extend the resulting contract to other governmental entities, the following shall apply: Governmental entities within utilizing Contracts with the City of Duncanville shall be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Duncanville shall be billed directly to that governmental entity and paid by that governmental entity. The City of Duncanville shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed.

Exhibit "A"

## Exclusive Protection Services LLC

Sheila Baker  
City of Duncanville  
203 E Wheatland Rd  
Duncanville, TX 75116

Re: Change in Rate

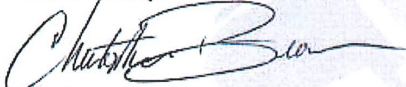
Ms. Baker,

In keeping with our recent conversation, this letter is to serve as a request to adjust the billable rate for the security services we provide. The adjusted rate for Non-Commissioned (Unarmed) Services is \$22.50, per hour. The adjusted rate for Commissioned (Armed) Services is \$27.50, per hour.

The adjustments are necessary due to the recent increased risk and threat probability at the Duncanville Fieldhouse.

Thank you,

Co-Owner/President



Christopher Brown

200 N Carrier Parkway  
Suite 200  
Grand Prairie, TX 75050  
214.881.1886 Office

Exhibit "A"

Exhibit 1

**PROPOSER INFORMATION FORM**

Company Name: \_

Federal Tax ID #: \_

d/b/a: \_

Address: \_

County: \_

City: \_

State: \_

Zip: \_

Phone: (     ) \_

Fax Number: \_

Contact Person: \_

Email Address: \_

Web Site: \_

Historically Underutilized Business (HUB) Vendor?: Yes/No (CIRCLE ONE)

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. PROPOSAL AWARD NOTICE ADDRESS:

2. PURCHASE ORDER ADDRESS:

3. REMITTANCE ADDRESS:

Exhibit "A"

**Notice.**

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: Sheila Baker, Purchasing Manager  
PO Box 380280  
Duncanville, TX 75138  
(972)780-5058  
[sbaker@duncanville.com](mailto:sbaker@duncanville.com)

If to CONTRACTOR: Christopher Brown  
Exclusive Protection Services LLC  
200 N. Carrier Parkway  
Suite 200  
Grand Prairie, TX 75050  
(214) 881-1886  
[epstxus@gmail.com](mailto:epstxus@gmail.com)

**Section 23. Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 24. Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

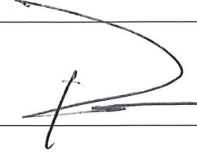
**Section 25. Survival of Obligations.** Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

Exhibit "A"

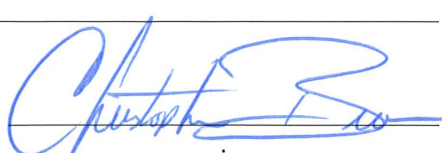
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

OWNER:  
City of Duncanville, Texas

By: 

Title: Interim City Manager

CONTRACTOR:  
Exclusive Protection Services LLC

By: 

Title: Owner

Exhibit "A"

Exhibit 3

**ATTACHMENT A**  
**CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Duncanville) must disclose in the Questionnaire Forms CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaires Form CIQ is enclosed with submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

**NOTE:** If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #4 box in all cases.



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.  <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">Exclusive Protection Services LLC.</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  <div style="font-size: 0.8em; margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information in this section is being disclosed.  <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px; text-align: center;">Christopher Brown</div> <div style="text-align: center; font-size: 0.8em; margin-top: 2px;">Name of Officer</div> <p style="font-size: 0.8em; margin-top: 10px;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="font-family: cursive; font-size: 1.5em; margin-top: 10px;">Christopher Brown</div> <div style="font-size: 0.8em; margin-top: 2px;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="font-size: 1.2em; margin-top: 10px;">8/06/20</div> <div style="font-size: 0.8em; margin-top: 2px;">Date</div> </div> </div> </div>		

Adopted 8/7/2015

**RESOLUTION NO. 2021-038R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE FIRST ONE-YEAR TERM RENEWAL TO CONTRACT #20-097 FOR PROVIDING SECURITY SERVICES FOR THE DUNCANVILLE FIELDHOUSE FOR AN ANNUAL AMOUNT NOT TO EXCEED \$75,000.00 WITH EXCLUSIVE PROTECTION SERVICES, LLC.; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas, hereinafter called "City", and Exclusive Protection Services, LLC, hereinafter called "Contractor", desire to enter into the first one-year term agreement for Professional Security Services for the Duncanville Fieldhouse; and

**WHEREAS**, the City of Duncanville desires to move forward with Exclusive Protection Services, LLC in the best interests of the City; and

**WHEREAS**, professional services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

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

**SECTION 1.** The contract for professional security services with Exclusive Protection for the Duncanville Fieldhouse with an annual amount not to exceed \$75,000.00.

**SECTION 2.** That the City Manager or designee may issue the appropriate purchase orders based on the needed requirements of the facility.

**SECTION 3.** That the City of Duncanville approves the renewal of a one-year term renewal through August 5, 2023.

**SECTION 4.** That the City of Duncanville has allocated funds for this Agreement in conformance with the Agreement approved herein.

**SECTION 5.** This Resolution shall be effective immediately upon its passage.



**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

Exhibit "A"

**RESOLUTION NO. 2021-038**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO CONTRACT #20-097 FOR PROVIDING SECURITY OFFICERS FOR DUNCANVILLE FIELDHOUSE, AND A CONTRACT INCREASE IN THE AMOUNT OF \$25,000.00 FOR A NEW ANNUAL AMOUNT NOT TO EXCEED \$75,000.00 WITH EXCLUSIVE PROTECTION SERVICES, LLC.; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas, hereinafter called "City", and Exclusive Protection Services, LLC, hereinafter called "Contractor", desire to enter into a First Amendment to the Project Specific Agreement (PSA), Professional Security Services for the Duncanville Fieldhouse; and

**WHEREAS**, the City of Duncanville desires to move forward with Exclusive Protection Services, LLC in the best interests of the City; and

**WHEREAS**, the parties now wish to amend the Contract 20-097, Section 3, Payment, the total contractor fee shall be as specified in Exhibit "A", which shall not exceed seventy-five thousand dollars (\$75,000.00).; and

**WHEREAS**, professional services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

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

**SECTION 1.** The First Amendment to the Project Specific Agreement, PSA-20-097, to Exclusive Protection Services, LLC. Professional Security Services Agreement, which is attached hereto and incorporated herein as Exhibit "A" is hereby approved; and the City Manager is hereby authorized to execute the same for the purpose recited therein.

**SECTION 2.** That the City of Duncanville approves the amended provisions of the Agreement in conformance with the Incorporated Documents to said Agreement.

**SECTION 3.** That the City of Duncanville has allocated funds for this Agreement in conformance with the Agreement approved herein.

EXHIBIT "A"

Exhibit "A"

CONTRACT NO. 20-097-A1

FIRST AMENDMENT TO  
SECURITY SERVICES CONTRACT NO. 20-097

This First Amendment to Security Services is entered into by and between the City of Duncanville (hereafter "City"), a Texas home-rule municipal corporation, acting by and through Aretha Ferrell-Benavides, its duly authorized City Manager, and Exclusive Protection Services, LLC (hereafter "Contractor"), an individual, each individually referred to herein as a "party" and collectively referred to as the "parties."

**WHEREAS**, the parties have previously agreed to the terms and conditions as set forth in City of Duncanville Service Contract No. 20-097 (the "Contract") effective August 5, 2020 and expiring August 5, 2022; and

**WHEREAS**, the Contract is for the purposes of providing armed security officers for on-site events support within the City; and

**WHEREAS**, the parties have previously agreed to the terms and conditions as set forth in City of Duncanville Service Contract No. 20-097 (the "Contract") Section 3, Payment, The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed **Fifty Thousand Dollars (\$50,000.00)**; and

**WHEREAS**, the parties now wish to amend the Contract 20-097, Section 3, Payment, The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed **Seventy-Five Thousand Dollars (\$75,000.00)**; and

**NOW, THEREFORE**, City and Contractor, acting herein by the through their duly authorized representatives, enter into the following agreement to amend the contract:

All other provisions of the Contract which are not expressly amended herein shall remain in full force and effect as agreed and executed on August 5, 2020.

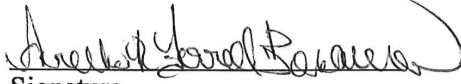
EXHIBIT "A"

Exhibit "A"

**ACCEPTED AND AGREED:**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the 15th day of June, 2021.

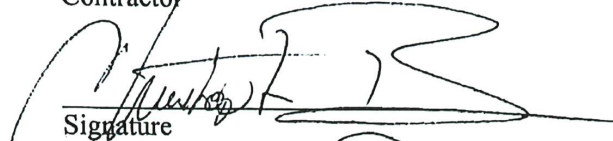
**CITY OF DUNCANVILLE, TEXAS**  
Owner

  
Signature

Cynthia R. Ferrell-Benavides  
Printed Name

City Manager  
Title

**Exclusive Protection Services, LLC**  
Contractor

  
Signature

Mr. Christopher B. Brown  
Printed Name

Co-Owner  
Title

Exhibit "A"



**Duncanville Fieldhouse**

**address** 1700 S. Main Street

Duncanville, TX 75137

**website** [www.DuncanvilleFieldhouse.com](http://www.DuncanvilleFieldhouse.com)

**phone** 972-331-8868

**PROFESSIONAL SECURITY SERVICES**

**AGREEMENT**



**Cooperative Purchasing:** Should other Governmental Entities decide to participate in this contact, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? (see section IX page 15) Yes ☒ No ☐



Exhibit "A"

# **TABLE OF CONCENT**

## *Contract Security Services*

I.	Introduction and Overview.....	3
	Background .....	3
II.	Scope of Services .....	3
	Employee Screening Process.....	4
	Training .....	5
	Supervision .....	6
	Job Performance Expectations.....	7
	Client Contact .....	8
	Resources Required .....	8
	Minimum Pay to Employees.....	8
	Benefits/ Uniforms.....	9
III.		
IV.	General Terms and Conditions .....	10
	Immigration Law Compliance .....	10
	Patient Protection and Affordable Care Act (ACA).....	10
	Disclosure Statement .....	10
	References .....	11
	Performance .....	11
	Contract .....	11
	Start Date .....	12
	Clarification of Responsibilities .....	12
	Disputes .....	12
	Termination .....	12
	Performance Terms and Conditions .....	12
	Personnel Requirements .....	13
V.	Bonds .....	15
VI.	Insurance .....	15
VII.	Emergencies .....	17
VIII.	Invoicing and Reporting .....	17
IX.	Cooperative Purchasing .....	15
Exhibit 1	Proposer Information Form .....	23
Exhibit 2	Proposal Form .....	25
Exhibit 3	Conflict of Interest Form.....	26

## Exhibit "A"

**I. INTRODUCTION AND OVERVIEW**

The Duncanville Fieldhouse Complex located at 1700 South Main Street Duncanville, TX 75137, requires qualified security firms to specialize in providing crowd management services associated with entertainment venue operations. The Security shall furnish uniformed security personnel to include, but not limited to, and to make reasonable effort to protect property against theft, illegal entry of persons and/or contraband, damage and destruction by spectators, and other intentional acts of violence at and near the Duncanville Fieldhouse.

It is The City of Duncanville objective to contract the best-qualified firm who, in its opinion, will continuously provide top quality service, product quality, and generally create goodwill within this high-quality facility.

**A. BACKGROUND**

Duncanville Fieldhouse is a multi-use sports, convention and entertainment complex located in the heart of thriving, fun-filled Duncanville, Texas. It consists of a 15,000- square foot, state of the art venue uniquely designed to facilitate a wide array of world-class sport, recreational, entertainment and business events. It features six hardwood Basketball courts, or ten regulation Volleyball courts. Duncanville Fieldhouse has a high-performance turf room, Grill and Snack-shop with ample parking. The complex contains meeting rooms flexible meeting space, conference facility unlike any other in the country that's equipped with state-of-the art communications technology, meeting space, a classrooms, conference space, and offices. Duncanville Fieldhouse hosts tournaments (basketball, volleyball and martial arts), college and high school leagues, city youth & adult league, camps and clinics, team training, and coach's clinics. It is also available for corporate events, lock-ins and parties.

Additional information about the complex can be found at <https://www.duncanvillefieldhouse.com/about/>

**II. SCOPE OF SERVICES TO BE PROVIDED**

- A. The services of this agreement shall include but are not be limited to the following: providing uniformed personnel to provide uniformed security services described below..
- B. Qualifications
  - 1. Firm must have five (5) years of experience and proven expertise in providing security staffing services for at least three (3) similar facilities to the Duncanville Fieldhouse or similar i.e. arena, concert hall, theatre, exhibition halls, and amphitheater.
  - 2. Must comply with the State of Texas Minimum Standards for Contract Security Guards as described as House Bill (HB2833) or Title 10 CH 1702
  - 3. Must have a local office with 24 hour-7-day live dispatch service operated by Proposer that is able to provide a local response time of 30 minutes or less to provide replacement guards and/or managers to Duncanville Fieldhouse.
  - 4. Must have full time employees that can be available at any given time to provide support to Duncanville Fieldhouse. This minimum includes those security officers that are already scheduled for work. These employees will allow for replacement staff in the event of employee call offs or vacation and additional coverage of areas as they are necessary.
  - 5. **The Security Firm may not supplement labor with temporary labor from another company. All labor provided must be on the payroll of the awarded firm.**

- 6. **Firm minimum information below: (Additional information is welcomed.)**

Page 8 of 26

Contract Security Services PSA-20-061

Page 3 of 22

Exhibit "A"

- a. **Your State of State of Texas Contract Security License Number**
  - b. **A brief history of the company.**
  - c. **The names of the officers, directors or principal stockholders.**
  - d. **Number of security officers on the local payroll.**
  - e. **Total hourly cost proposed for this contract, including all overhead, supervision and applicable local, state and federal taxes.**
- C. Occasional or limited services may be required for surrounding areas to the facilities. The Firm will also provide supervisors who are responsible for the supervision of all personnel provided.
- D. Firms employees are not eligible for The City of Duncanville Fieldhouse work if an employee has been convicted of, has charges currently pending, or has been granted diversion by any court, for any of the following: (1) any felony offense; (2) any crime involving force or moral turpitude; (3) any offense involving dishonesty or false statements; or (4) any crime involving a controlled substance.
- E. **Employee Screening Process** – Each employee’s qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at Duncanville Fieldhouse. Documentation must be provided when requested, on a case by case basis, within four (4) business days of request. The screening application must include:
  - 1. History of all past:
    - a. Bonding
    - b. Fingerprinting
    - c. Drug testing
    - d. Security Clearance
    - e. Credit
    - f. Prior employment discharge
    - g. Criminal Record
    - h. Specialized schooling
    - i. Subversive Activities
  - 2. Personal references – Minimum of three (3) people who are not related to subject.
  - 3. Five (5) year work history – All employments verified and unemployment periods verified with notarized statement.
  - 4. Medical history questionnaire.
  - 5. Educational history.
  - 6. Military history with honorable discharge verified by from DD 214.
  - 7. Specialized skill inventory.
  - 8. Employment bond application (\$10,000 minimum).
  - 9. Employment agreement to drug test. Drug test shall be a 10-panel test minimum and firm must have a random drug screening policy in place.
    - a. Sample application form, along with additional supporting documents, shall be submitted verifying format to be used. Also, include percentage of current employees that are screened to this standard.



Exhibit "A"

a student within the last 7 years.

**10. BACKGROUND INVESTIGATION**

Must include:

- a. Employment history - 5 year minimum. All employers must be contacted verifying employment records and eligibility for rehire.
  - b. Character references - References must be individually contacted verifying character and suitability for a person for a position of trust.
  - c. Police record check - verify applicant has never been convicted of a felony, or a misdemeanor involving moral turpitude.
  - d. Criminal Background must be completed in all locations Applicant has lived, worked, and was a student within the last 7 years.
- \* Proposal application shall include individual forms documenting each step of the background investigation and percentage of employees that receive this type of screening.

**G. Training**

- 1. Initial classroom training must include audio/visual training and testing on:
  - a. Fire protection and how to react in the event of fire;
  - b. Occupational hazards to maintain safety for employees;
  - c. Proper report writing;
  - d. Safe patrolling;
  - e. Sexual harassment;
  - f. Universal precautions for preventing infectious disease.
- 2. Initial post training \* must include a minimum for eight (8) to sixteen (16) hours training on each new assignment with a Duncanville Fieldhouse approved trainer or supervisory personnel in attendance.
- 3. On-going training \* must include:
  - a. No less than one (1) documented training session per month;
  - b. Must provide proof of on-going training for each officer.
  - c. Must have ongoing customer service training and sexual harassment training.
- 4. Training resources must include:
  - a. Quarterly training packet \* containing vital, specific security guidelines provided to all personnel;
  - b. All security officers provided a comprehensive book on General Orders, regulations and Instructions \*, plus a ready reference on life and property protection.
- 5. Training verification must include:
  - Documented results \* of all training in the employee's personnel file.
- 6. Include percentage of current employees trained to this standard.
- 7. All officers must be CPR and First Aid Certified.
- 8. Training programs must be designed, administered and monitored for effectiveness by a full-time degreed specialist.
- 9. Initial training program shall be available for review at Client's discretion.

**H. Supervision**

- 1. Operation Instructions and Special Orders:

Exhibit "A"

A thorough written review of all operational and emergency procedures complied by a security professional custom designed for each individual post. These instructions shall be reviewed and updated continually. A copy of this information must be located in the main security control room for reference and review at any time.

a. Reporting procedures shall include:

1. Daily reports \* from each security officers containing all checkpoints concerning and safety;
2. A incident report \* shall be filled out and submitted to the Chief of Security in the event of uncommon occurrences; (must use approved forms)
3. Weekly time record \*;
4. Operation outline \*;
5. A warning tag \* system shall be utilized whereby security officers can alert staff, guests and vendors to hazardous or unsafe conditions in the facility.

b. Supervisory personnel:

1. All supervisory personnel shall be trained in procedures of recruiting, hiring, selection and training of security personnel.
2. Include percentage of accounts currently operating according to the previous specifications.
3. **Must have two on-site Supervisor/Shift Leads.** Must be able to provide support and review of all post locations. This includes occasional weekends as well. A monthly report must be provided to the Chief of Security that covered all aspects of the post security operations.

**I. Job Performance**

1. Each guard is expected to consistently demonstrate the ability to:
  - a. Maintain a Daily Activity Report
  - b. Communicate effectively and appropriately using a 2-way radio
  - c. Provide security in a manner consistent with the policies of the complex
  - d. Provide incident report information to dispatch in a timely manner
  - e. Assist tenants, guests, clients and promoters with identifying the correct information or owner of their issues
  - f. Canvas and patrol the complex to proactively identify potential safety and security hazards
  - g. Collaborate with dispatch to prevent criminal activity and assist victims of criminal activity
  - h. Collaborate with dispatch and first aid to assist victims
  - i. Ensure that exterior doors are locked before shift and end of shift
  - j. Conduct rounds to ensure security and property protection
  - k. Observe and report unusual conditions and safety hazards
  - l. Obtain and maintain a detailed recollection to the complex checkpoints and camera locations
  - m. Provide continuity in security services between the Duncanville Fieldhouse and law enforcement partners
  - n. Respond immediately to calls from dispatch, security partners, parking attendants, and other Duncanville Fieldhouse teammates and clients

**J. INSPECTIONS - Contractor shall:**

1. Conduct regular, unannounced inspections by an independent corporate division to ensure security

Page 11 of 26

Contract Security Services PSA-20-061

Page 6 of 22

Exhibit "A"

personnel's compliance with all company regulations.

2. Have frequent, unannounced inspections day and night by management personnel, including monthly inspections by managers in charge, and periodic inspections by regional managers and corporate executives.
3. A monthly report must be provided to the Chief of Security that covered all aspects of the post security operations. This report shall also include specific post inspection reports for each post location. Utilize inspections as time for further training, testing and review.

**Client Contact :**

1. Have meetings with Duncanville Fieldhouse designed Managers to review operation and make recommendations for improved services.
2. Work directly with and take direction from appropriate Duncanville Fieldhouse managers to ensure that all client needs, and requests are met as they are requested in a timely manner.
3. The City of Duncanville has the right to audit security operations at any point. A right to audit specifies the company's responsibilities for maintaining reasonable records and The City of Duncanville access to those records for review.

**L. Resources required :**

1. A Cellular phone, so on-duty managers may communicate with Fieldhouse management as necessary (minimum of 2). Security Firm will designate an on-site manager to correct any problems with performance or with equipment. The on-site manager will be radio equipped to communicate with other firm employees and agents, and well as Fieldhouse Event and Venue Managers, the Director of Operations, and the Public Safety and Risk Manager (or his/her designee).
2. Appropriate uniforms based upon Fieldhouse specifications and approval, such as jackets, vest, and t-shirts, with both logos.
  - a. Flashlight
  - b. Pen
  - c. Notepad
  - d. Two way radio communication
3. A picture identification card or name tag will be considered part of the employee's uniform and must be visible at all times while working for hours billable to Fieldhouse.
4. Employee handbook relating to policies and practices, with Fieldhouse review and approval.

**M. Minimum Pay to Employees**

1. **Minimum pay:**  
Fieldhouse further requires that the minimum pay to guards meet the industry standard.
  - a. (Client does not pay higher billing rate.)
  - b. Wages must be equal to industry standards.

**III. GENERAL TERMS AND CONDITIONS**

**A. Licenses:**

1. The Security Firm must have applicable licenses as required by the Federal, State, County, and City governments.



Exhibit "A"

**B. Immigration law compliance:**

2. **Security Firm must provide proof of enrollment in E-Verify as a condition for this contract.**
3. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Texas. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**B. Patient Protection and Affordable Care Act:**

1. **Security Firm must provide proof of compliance with the Patient Protection and Affordable Care Act (ACA).**
2. By signing this contract, the contracting parties affirm, for the duration of the agreement, they will be in full compliance of the Patient Protection and Affordable Care Act (ACA). Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**C. Disclosure statement:**

1. If any owner, officer, partner, board of director member, employee, or holder of more than 5% of the fair market value of the firm or any member of their households is an employee of The City of Duncanville, this information must be disclosed. Failure to disclose this information may result in the elimination of this contract.
2. **IMPORTANT:** It is required that the Disclosure Statement of Relationship between Security Firm and Employees/Officials of City of Duncanville, (Exhibit #3).
3. By accepting payments resulting from this Contract, the Security Firm certifies that to its knowledge no City of Duncanville employee or official, and no family members of a Fieldhouse employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to Fieldhouse on the Disclosure Statement of Relationship Between Proposer and Employees/Officials of Fieldhouse .

**D. References:**

Security Firm must submit, five (5) current business references for contact where services, and of those, at least three (3) must be similar in size and scope. The references must include company name, address, contact name, phone number, email address, duties performed, number of security officers (including supervisors), the nature of the facility secured, the dollar value of the contract, the length of the contract, and the expiration date of the contract

Performance:

1. In the event the Security Firm defaults in performing this contract, it agrees to pay City of Duncanville reasonable costs incurred in remedying such default, including reasonable attorney fees.
2. The Security Firm will be responsible for any damage to the City of Duncanville property when such damage is inflicted by their employee(s), or agents of the security firm, or any sub-contractor.

**E. Contract:**

1. The contract will be non-exclusive. City of Duncanville reserves the right to also contract with other parties, or to provide contract security services with Fieldhouse employees, whatever is most advantageous to Fieldhouse should it be deemed in its best interest to do so.
2. **Contractors Obligations:**
  - A **CONTRACTOR** shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should **OWNER** require additional services not included under this Agreement, **CONTRACTOR** shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by **OWNER**; and without decreasing the effectiveness of

Exhibit "A"

the performance of services required under this Agreement.

1. B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except for financial considerations) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Proposer must be in writing. Any agreed upon modification or amendment must be in writing and signed by both parties.

2. **Contract Term:** The contract period is from mutually agreed upon dates. At the end of the 2-year contract initial term Fieldhouse intends to renew this contract annually, at its sole option based on service and pricing, for (2) additional service periods of one (1) year each, for a total of four (4) years.

3. **Payment**

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed by OWNER, less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed Fifty-Thousand Dollars (\$50,000.00) for the initial First Year Term (365) calendar days. The fee for the Second Year of the initial term shall not exceed Fifty-Thousand Dollars (\$50,000.00) and the renewals shall not exceed Fifty-Thousand Dollars (\$50,000.00). OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

- A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed as provided in the Completion Schedule Estimate included in the attached Exhibit "A," and incorporated herein by reference, after written Notification to Proceed from OWNER to CONTRACTOR, exclusive of OWNER and other governmental review time.
- B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.



Exhibit "A"

- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

4. Contract Data: The Security Firm is required to provide Fieldhouse with detailed data concerning the contract at the completion of each contract year or the request of Fieldhouse at other times. Fieldhouse reserves the right to audit the Security Firms records to verify the data.

Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

5. The awardee of this contract shall not assign or transfer the contract, any part thereof, or any rights of the contract thereunder, except as otherwise consented to in writing by City of Duncanville

Start date:

6. The Security Firm hereby agrees to begin this project as specified in the contract documents on or before a date to be specified in the "Notice to Proceed" by Fieldhouse and to provide this service at the specified price for a period of 2 years beginning on a mutually agreed upon date. At the end of the 2- y e a r contract term Duncanville Fieldhouse intends to renew this contract annually, at its sole option based on service and pricing, for (2) additional service periods of one (1) year each.

**F. Clarification of responsibilities:**

1. If the Awardee needs clarification of or deviation from the terms of the contract, it is the Firms responsibility to obtain written clarification or approval from the Purchasing Manager, (972) 780-5058 or email [sbaker@duncanville.com](mailto:sbaker@duncanville.com).

**G. Disputes:**

1. Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into in Dallas County, Duncanville, Texas and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in Dallas County, Duncanville, Texas. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Texas. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Dallas County Duncanville, Texas.

**H. Termination:**

1. This contract may be terminated by the City of Duncanville, with or without cause, upon thirty (30) day written notice to the Successful Proposer regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, City of Duncanville shall have the right to immediately terminate the contract; Contractor shall forthwith remove any and all of his equipment, tools, and supplies from the premises; Contractor shall be paid for services rendered to the date of termination; and City of Duncanville shall have no further financial obligation to the Contractor. Such termination shall not relieve the Contractor of any liability to City of Duncanville for damages sustained by virtue of a breach by the Contractor.

**I. Performance terms and conditions**

1. Contract Administration: The Purchasing Manager shall be Fieldhouse authorized representative in all Contract Security Services PSA-20-061

Exhibit "A"

matters pertaining to the administration of this contract.

2. Workers shall not depart the property or their assigned position until a competent, authorized representative of Contractor is present and/or their supervisor dismisses the individual. ALL WORKERS MUST CHECK IN AND OUT THROUGH THE USE OF A PHOTO AND/OR ELECTRONIC SCAN SYSTEM The Contractor shall provide the process to check in/out employees with Fieldhouse staff management .
3. Staffing Shortage Penalty: In the event that the Contractor fails to supply Fieldhouse with sufficient staff for any request, Fieldhouse reserves the right to fill any such request with qualified security personnel from outside firms. Any expenses incurred, as a result of these actions, will appear as a deduction from subsequent invoices in the amount of the expense. **In the event Fieldhouse is unable to fill such request with qualified personnel, the Contractor will be penalized at the applicable hourly rate for such staff as requested for the duration of the time staff was scheduled. Additionally, the Contractor will be subject to a penalty for each occurrence where a request is unfilled for any period of time.** This will be done at the discretion of Fieldhouse .
4. Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to Fieldhouse. If the contract administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the contract administrator. All employees of the Contractors at the institution shall be bonded, and a list of these employees shall be furnished to Fieldhouse.

**J. Contractor personnel requirements:**

1. Security services will be furnished on the dates and times specified by the Fieldhouse General Manager (or his designee). Any agreement pursuant to an award is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between City of Duncanville and the Contractor.
2. All security supervisors will be adequate in number and radio equipped. Assigned personnel must assist with patron and staff safety.
3. All assigned personnel must participate in emergency response, notification, and evacuation.
4. All assigned personnel will assist Fieldhouse staff with controlling access to the facility.
5. In addition to standard business hours, Contractor maybe required to work weekends, nights, and holidays.
6. Contractor shall maintain a roster sheet of all Security Officers assigned. Roster sheets shall include the person's full name, date and required information . The list shall be provided upon request.
7. Contractor shall provide qualified, trained, and uniformed personnel to manage all positions. Job responsibilities shall be explained in detail to the security services personnel by their supervisor. Duties required may include, but are not limited to, some or all of the following:
  - a. Take prompt action against illegal entry of person(s) and/or contraband as specified within BJCC Complex.
  - b. Patrol and/or manage specifically identified areas for potential safety hazards and/or vandalism.
  - c. Assist in the management of crowd control and overall safety of the patrons and participants.
  - d. Take prompt action against unauthorized persons going on stage or other restricted areas.
  - e. Observe and report any and all criminal offenses, or violations of policies, procedures, rules and regulations.
  - f. In some cases, serve as customer service support and ushers in high traffic areas.
  - g. Assist with public information in regards to customer service, safety, and security policies or procedures.
8. Contractor employees shall be courteous, neat, clean and presentable while on duty.



Exhibit "A"

9. Contractor must screen all personnel assigned to Fieldhouse for recent use of alcohol and/or illegal drug use.
10. Contractor must have a third party vendor conduct random alcohol and/or illegal drug use screenings.
11. All personnel should possess good customer service skills.
12. Contractor must supply personnel that are physically, mentally, and emotionally qualified to perform the requirements as specified in this RFP.
13. Prior to the start of work, all personnel provided to Fieldhouse must be familiar with the facility, procedures, the employee entrances, rules and regulations, who/where to report and the type of work to be performed.
14. Personnel must abide by all Fieldhouse rules and regulations.
15. Contractor shall be responsible for the acts of its employees and agents while performing services for Fieldhouse. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to person or property. Contractor shall be responsible for all damages to persons or property on and off Fieldhouse site caused solely or partially by Contractor or any of its agents or employees in the performance of this contract.
16. All accidents and incidents shall be reported to Fieldhouse General Manager immediately and a written report shall be faxed within 24 hours of each incident.
17. Contractor shall further be responsible for the conduct of its employees and workers and for preventing the use of profanity, being boisterous, using undue force, or being offensive or disrespectful to Fieldhouse guests. Fieldhouse will not tolerate such conduct and if necessary, Contractor will be asked to remove this employee. Conduct that is not acceptable includes, but is not limited to the following: foul language; offensive or distasteful comments related to age, race, ethnic background or sex; evidence of alcohol influence or influence of drugs; refusal to provide services requested; refusal to make arrangements for additional services; and general rudeness.
18. Contractor shall have experience dealing with ADA requirements, regulations, policies and procedures, as well as the assistance of handicapped patrons, in particular, wheelchair-bound patrons.

**IV. BONDS:**

**PERFORMANCE BOND:** Contractor will furnish a surety bond in the amount of \$100,000.00, at no cost to the City of Duncanville, to guarantee that all conditions and specifications of this Contract. The bond will be furnished to the Purchasing Coordinator not later than 14 days after requested.

**V. INSURANCE:**

Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend City of Duncanville, its elected officers and employees (hereinafter referred to in this paragraph collectively as "City"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon BJCC because of bodily injury, death or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of City of Duncanville, or its employees.

**A. The certificate must include the added additional Insured by Endorsement:**

1. City of Duncanville.
2. 30 day(s) written cancellation notice.

**B. The certificate must be received by City of Duncanville Purchasing Department.**

- C. City of Duncanville reserves the right to terminate any resulting contract, if the Contractor fails to keep



Exhibit "A"

the insurance policies in force for the below amounts or for the duration of the contract period.

- D. A comprehensive insurance program for protection against known and recognizable risks shall be provided. The program must contain insurance whereby, the principle risks are transferred to an insurance company. It must also provide for a measure of self-insurance whereby certain risks are assumed directly by the Contractor. The program shall be designed to provide the essential coverage needed to protect against fortuitous losses. Before beginning work, Contractor shall provide a current certificate of insurance with the following coverage:

1. Worker's Compensation Insurance per Texas State Law.

- a. Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Texas.

1. Coverage extension shall include:

- i. Voluntary compensation with state of hire as the basis of benefits.
- ii. Waiver of subrogation for City of Duncanville.

- b. Employer's Liability Insurance limits shall be at least:

- 1. Bodily Injury by Accident - \$1,000,000 per accident.
- 2. Bodily Injury by Disease - \$1,000,000 per employee.

2. Commercial Business Automobile Liability Insurance

- a. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

3. Commercial General Liability Insurance

- a. Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

- i. General Aggregate \$5,000,000/Project
- ii. Products, Completed Operations Aggregate \$2,000,000/Project
- iii. Personal and Advertising Injury \$1,000,000/Occurrence
- iv. Each Occurrence \$1,000,000

4. Comprehensive General Liability Insurance

- a. Coverage should be provided for legal liability resulting from bodily injury or property damage caused by an occurrence and due to the negligence of the Successful Proposer. General liability limits not less than \$1,000,000 per occurrence and \$5,000,000 general aggregated.

- b. Coverage extension must include:

- 1. All premises and operations;
- 2. Personal injury liability – to pay for legal obligations of the Contractor resulting from the following business offenses;
  - i. False arrest, detention and imprisonment, or malicious prosecution;
  - ii. The publication or utterance of a libel or slander or of other defamation or disparaging material, or a publication or utterance in violation of an individual's right or privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Successful Proposer;
  - iii. Wrongful entry or eviction or other invasion of the right of private occupancy.

Exhibit "A"

- a. Property damage – included liability protection of property in Successful Proposer’s care, custody, and control;
  - b. Assault and battery offenses;
  - c. Blanket contractual;
  - d. City of Duncanville must be included as “Additional Insured” including hold harmless agreement;
  - e. Errors and omissions liability – providing coverage for negligent acts, errors and omissions on the part of the Contractor or the employees or agents of the Contractor, solely in the professional conduct of the Contractor’s security personnel, investigative, and related operations;
  - f. Third party theft from clients;
  - g. Products and completed operations, if any.
5. Fidelity Bond Employee Dishonesty Form A – coverage provided by the bond must apply to all personnel of the Contractor, including subsidiaries. The policy must provide coverage for losses sustained by the contractor or its clients resulting from fraudulent or dishonest act committed by employees of the Contractor, acting alone or in collusion with others. Limit not less than \$100,000.
6. The contractor is charged with the responsibility of identifying risks and exposures, and the implementation of a risk management program to effectively deal with them. Major emphasis should be placed upon risk management measures. Every effort must be made to create a safety conscious atmosphere among all employees.
7. Copies of insurance policies and a certificate of insurance must be provided with the response. Also, include the percentage of current clients who have this insurance protection.

**VI. EMERGENCIES**

1. In the event of an emergency situation, the Contractor will be expected to work within the NIMS framework while providing security assets to Fieldhouse.
2. Contractor shall be able to provide additional personnel on an emergency basis – within one (1) to two (2) hours – at the same hourly rate quoted in the price sheet.

**VII. INVOICE AND REPORTING**

1. City of Duncanville is tax exempt. If a Tax Exemption Certification is required, one will be furnished to the Contractor.
2. Payment terms are net 30 days.
3. The Contractor shall furnish at its expense, all labor, taxes, FICA, Worker’s Compensation, uniforms, unemployment insurance, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of this contract.
4. Prices shall remain firm for the term of the contract, including renewals. In the event that, during the term of the agreement, the Contractor is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, City of Duncanville agrees to permit the Contractor to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until City of Duncanville Purchasing Department receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Contractor should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make City of Duncanville aware of same.
5. Fieldhouse will not pay overtime unless approved in advance by the General Manager or his/her

Exhibit "A"

designee.

6. Invoice reconciliation must occur within (3) three-months of invoice date. Contractor must provide City of Duncanville accounts payable department with an itemized, monthly statement requesting resolution within this (3) three -months period. Invoices presented for payment beyond this (6) six-month period may not be honored. Proposer shall not impose payment penalties on any kind, including, but not limited to, late fees, service charges, interest, or placing City of Duncanville on credit hold.

**VIII. All invoices shall be divided based on events, dates and time. LIMITATIONS**

1. Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Texas.
2. Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of City of Duncanville.

**IX COOPERATIVE PURCHASING**

1. Should other governmental entities decide to participate in this contract, bidder, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
2. If the successful bidder agrees to extend the resulting contract to other governmental entities, the following shall apply: Governmental entities within utilizing Contracts with the City of Duncanville shall be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Duncanville shall be billed directly to that governmental entity and paid by that governmental entity. The City of Duncanville shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed.

Exhibit "A"

## Exclusive Protection Services LLC

Sheila Baker  
City of Duncanville  
203 E Wheatland Rd  
Duncanville, TX 75116

Re: Change in Rate

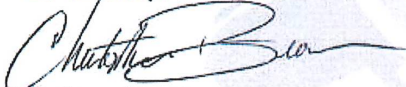
Ms. Baker,

In keeping with our recent conversation, this letter is to serve as a request to adjust the billable rate for the security services we provide. The adjusted rate for Non-Commissioned (Unarmed) Services is \$22.50, per hour. The adjusted rate for Commissioned (Armed) Services is \$27.50, per hour.

The adjustments are necessary due to the recent increased risk and threat probability at the Duncanville Fieldhouse.

Thank you,

Co-Owner/President



Christopher Brown

200 N Carrier Parkway  
Suite 200  
Grand Prairie, TX 75050  
214.881.1886 Office



Exhibit "A"

Exhibit 1

**PROPOSER INFORMATION FORM**

Company Name: \_

Federal Tax ID #: \_

d/b/a: \_

Address: \_

County: \_

City: \_

State: \_

Zip: \_

Phone: (     ) \_

Fax Number: \_

Contact Person: \_

Email Address: \_

Web Site: \_

Historically Underutilized Business (HUB) Vendor?: Yes/No (CIRCLE ONE)

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. PROPOSAL AWARD NOTICE ADDRESS:

2. PURCHASE ORDER ADDRESS:

3. REMITTANCE ADDRESS:

## Exhibit "A"

**Notice.**

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: Sheila Baker, Purchasing Manager  
PO Box 380280  
Duncanville, TX 75138  
(972)780-5058  
[sbaker@duncanville.com](mailto:sbaker@duncanville.com)

If to CONTRACTOR: Christopher Brown  
Exclusive Protection Services LLC  
200 N. Carrier Parkway  
Suite 200  
Grand Prairie, TX 75050  
(214) 881-1886  
[epstxus@gmail.com](mailto:epstxus@gmail.com)

**Section 23. Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 24. Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

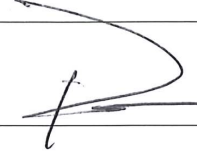
**Section 25. Survival of Obligations.** Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

Exhibit "A"

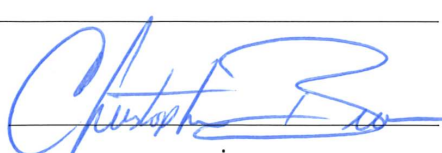
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

OWNER:  
City of Duncanville, Texas

By: 

Title: Interim City Manager

CONTRACTOR:  
Exclusive Protection Services LLC

By: 

Title: Owner

Exhibit "A"

Exhibit 3

**ATTACHMENT A**  
**CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Duncanville) must disclose in the Questionnaire Forms CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaires Form CIQ is enclosed with submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

**NOTE:** If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #4 box in all cases.



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; color: blue;">Exclusive Protection Services LLC.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="font-size: 1.2em; color: blue; text-align: center;">Christopher Brown</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="font-size: 1.5em; color: blue; text-align: center;">[Signature]</p> <p style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.5em; color: blue;">8/06/20</p> <p style="text-align: center; font-size: 0.8em;">Date</p> </div> </div>		

Adopted 8/7/2015



# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a Resolution approving a Cooperative Purchasing Agreement with Kraftsman through BuyBoard Contract #679-22 for the purchase and installation of a splash pad and general site improvements to Armstrong Park in the expenditure amount of \$2,112,132.90.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Bart Stevenson, Director of Parks and Recreation**

**BACKGROUND/HISTORY:**

Armstrong Park improvements were approved by the citizens of Duncanville in the 2018 bond election. The improvements to the park include replacing the 1989 Kidsville playground with a similarly-themed playground, and a new splash pad. Kraftsman has been working with the City's consultant, Dunaway and Associates, along with the Park Board, City Council, and City staff since design of the improvements began in 2020. Kraftsman will provide the Water Odyssey splash pad, playground safety surfacing, and general site improvements. General site improvements include demolition, flatwork, masonry, site utilities, and site furnishings.

Kraftsman is a turnkey provider of planning, designing, and installing commercial playgrounds, water parks, and splash pads based in Spring, Texas since 1981. They have an excellent customer service rating and reputation in the industry.

**POLICY EXPLANATION:**

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code, Chapters 271 and 791, allows government agencies to voluntarily participate in these cooperative arrangements.

**FUNDING SOURCE:**

**ORG and Object Number**

24100000-708102

**Available Budget**

\$5,200,000.00

**Purchase Amount**

\$2,112,132.90

**After Encumber**

\$3,087,867.10

**ACTION ALTERNATIVES:**

1. Approved funding in the amount of \$2,112,132.90 to install the improvements to Armstrong Park.
2. Do not provide funding for the improvements to Armstrong Park.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Armstrong Park Site Plan](#)

[Resolution No. - 2022-124 - Kraftsman Armstrong Park - Pdf](#)





**RESOLUTION NO. 2022-124**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH KRAFTSMAN THROUGH BUYBOARD CONTRACT #679-22 IN THE AMOUNT NOT TO EXCEED \$2,112,132.90 FOR IMPROVEMENTS TO ARMSTRONG PARK; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the citizens of Duncanville approved a bond election in November 2018 for park improvements at Armstrong Park; and

**WHEREAS**, the improvements to Armstrong Park include a new splash pad and associated site improvements; and

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

**WHEREAS**, BuyBoard has taken sealed bids for splash pads and associated park improvements and awarded contract #679-22 to Kraftsman.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes an agreement through the Local Government Purchasing Cooperative (BuyBoard) Contract #679-22 in the amount not to exceed \$2,112,132.90 to Kraftsman for the procurement and installation of a splash pad and associated park improvements; and authorizes the City Manager, or her designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 1 of 9

## BILL TO

Duncanville, City of  
Bart Stevenson  
Armstrong Park  
PO Box 380280  
Duncanville, TX 75138

☎ 972-780-5076

## SHIP TO

Duncanville, City of  
Bart Stevenson  
Armstrong Park  
100 James Collins Blvd  
Duncanville, TX 75116

☎ 972-780-5076

### Terms:

Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22			
		<b><u>Removal/Site Protection</u></b>			
1	CLTEMPFENCING	Chain Link Temporary Site Fencing for Park Construction. By: Kraftsman			
1	REMOVE	L0.02 - .03 Removal of existing Concrete, playground surfacing, and trees as required in project plans. by Kraftsman			
1	REMOVE	L0.02 - .03: Removal of existing Brick pavers, stack onsite. By: Kraftsman			
1	SWPP	Storm Water Pollution control system includes tree protection. By: Kraftsman			
		<b><u>Site Utilities</u></b>			
214	DRAINLINE12	Drain Line for SplashParks and other Park areas, 12". By: Kraftsman	12"		
704	DRAINLINE8	Drain Line for SplashParks and other Park areas, 8". By: Kraftsman	8"		
1	SPLASHPARK CONTROLS	SplashPark Electrical Control System. By: Kraftsman			
170	WLINE1	1" Water Line, By: Kraftsman			
		<b><u>Site/Flatwork/Masonry</u></b>			
1	SITEPREP	L1.01 Preparation of site/Grading by Kraftsman			
19011	CONC5RB	Concrete Pad, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			
676	CONC CURB 12X12	Concrete curbing installed to surround play area. 6" wide x 14" depth. Minimum 300'			
201	CONC CURB 8X8	Concrete curbing installed to surround play area. 8" wide x 8" depth.	8"x8"		
93	SEATWALL	L4.01 H 18" Stone Veneer Seatwall, 18" H x 18" W, With thick chopped Sandstone and chopped stone cap by Kraftsman, by Kraftsman	LF		
10	KPCB-8	Kustom Pavilion column base, 8' High. By: Kraftsman	2x2x8		
2	KSHADEUMBRELLA	L4.02: Custom Square Hypar Umbrella Shade Canopy, 20' x 10' eave height with glide elbows, column on base plates mounted below surface, by Superior Shade 252075	20x10		
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			
2	PIERS36X060	Concrete piers for pavilion & canopy columns, with anchor bolts set if required, with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06	
		<b><u>Playground Surfacing</u></b>			
510	WWS	Engineered Wood Fiber for playgrounds	cu. yd.		Natural
6	FABRIC	Polyspun Soil Separator	6'x300'		

Page 3 of 14

Initials \_\_\_\_\_



# Kraftsman

COMMERCIAL PLAYGROUNDS &

WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 2 of 9

6553	PIP	L4.03 Furnish and Install IPEMA Certified TPV Poured in Place Safety Surfacing, 6553 sq.ft., 3" depth for 6' critical fall height, 75%/25% color mix with aromatic binder to include 2 large sections/bands of each color - one per area for 1 color change. To include TTA, 100% Supreme Color (TBD) at designated slide exits. Includes security during drying time. (20-3019 1R3)	6553 sf	
1	BASE-4	Compacted Stabilized base, installed at a 4" depth. By: Kraftsman	6553 sf	
1	ADA RAMP	L4.03 Detail G: ADA Concrete Ramp at Playground		
		<b>Site Furnishings</b>		
6	T46PERF	Perforated Style 46" Square Table, 4 Attached Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, 2" Legs, Portable	46"	
2	T46PERF-3	Perforated Style 46" Square Table, 3 Attached Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, 2" Legs, Portable	46"	
4	B6WBMODCASI NO	Modern Casino Style 6 ft Bench with Contoured Back, 3/4" #9 Expanded Metal, 1 1/2" x 12 Gauge Square Galvanized Tubing Legs and Arms, Portable or Surface Mount	6'	
4	T6PERF	Perforated Style 6 Ft. Table, 2 Attached 6 Ft. Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, Two 2 3/8" Legs, Portable	6'	
2	T8PERFHDCP	Perforated Style 8 Ft. ADA Table, 2 Attached 6 Ft. Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, Two 2 3/8" Legs, Portable	8'	
2	GPS20	Campfire Grill, 20" Adjustable Cooking Grate, 2 7/8" Post Inground Mount		black
4	TR32HORZ	32 Gallon Horizontal Strap Trash Receptacle	32 Gallon	
4	LINER 32	Rigid Plastic Liner for TR 32 by Superior Site Amenities		black
4	FLATTOPRB32	Flat Top with Rain Bonnet for 32 Gallon Receptacles		
3	HORSESHOE- SM	Horse Shoe Style Bike Rack, powder coated, surface mount		
6	HAMMOCK	L4.02 Hammock Posts, metal powder coated posts with hook and cap.		
772	DG-4	Decomposed Granite, Installed at 4" compacted depth for trails or plaza areas. By: Kraftsman	SF	
		<b><u>Splash Park L1.05 - SplashPark to operate with all water features on during "Operating Hours". No Activation bollard is included.</u></b>		
1	MS14-2A	Massive Splash™ with One Bucket by Water Odyssey		
2	C029-C	ColorCast™ Crookett, water play feature, water conserving version, by Water Odyssey	18	
8	W011C	Jet Way™, water conserving. By: Water Odyssey.	9	
2	W010-ST	Mushroom Maze™ with Wired Activator Button. By: Water Odyssey.	30-40	
2	W071	Water Flower™. By: Water Odyssey.	10	
1	W093	Water Weave™. By: Water Odyssey.	14	
1	W051	Whale of a Tail™. By: Water Odyssey.	10	
1	W110-DC	Swaying Palm™ with Dumping Coconuts. By: Water Odyssey.	8-24	
2	C005-C	ColorCast™ Shot Put, water conserving version By Water Odyssey	20	
2	W134	Gravity Double Spray™. By: Water Odyssey		
1	C004-C	ColorCast™ Twinkle Twist, water conserving version by Water Odyssey	8	
1	C006-C	ColorCast™ Split Pea water conserving version with Magic Flow™ stainless steel jet streams by Water Odyssey	12	
1	W080C	Roll-A-Rail™, Water Conserving. By: Water Odyssey.	8	
1	Fun Forms™ Lil'	Fun Forms™ Lil' Starfish Aqua Spoutby Water Odyssey	3 GPM @ 3 PSI	

Page 4 of 11

Initials \_\_\_\_\_





# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 3 of 9

1	FF3002	Fun Forms™ Big Starfish Aqua Spout by Water Odyssey	13 GPM @ 4 PSI	
1	FF3000	Fun Forms Aqua Spout, Kirby Crab, by Water Odyssey	8 GPM @ 4 PSI	
1	W070	Water Crown™. By: Water Odyssey. Flow Rate: 366 GPM @100%	29	
2	SPLASHDRAIN	SplashPark Large capacity deck drain 24" square, 8" side outlet, with Fiberglass grate. By Kraftsman	350 GPM	
2800	SPLASHDECK	Spray Play Pad, 5" thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	SF	
2800	KRAFTKOAT W/ DESIGN	KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementitious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on SW color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout).	sf	choose up to 4
1	SPK-8-16	Custom SplashPark Kontroller with 8 hard-wired inputs and 16 outputs mounted in a NEMA4XX housing includes 5 years remote cellular access by Kraftsman		
1	WRHT6	Water Reservoir Holding Tank, 6000 Gallon, Concrete with epoxy coated interior, with access lid and hatch; 1½" Automatic fill valve with wall penetration; overflow and all penetrations as required by project design, delivered by AquaKraft	6000 Gallon	
1	MANIFOLD	Custom PVC Water Distribution Manifold		
1	AKWFS400	Aquakraft Water Filtration System with PIWF sign - 400 GPM		
1	UV-SPLASH-2	Medium Pressure UV system for secondary treatment of water in SplashParks. 6" flanged connections for flow rates 340-600 GPM. By Kraftsman		
1	ENCLOSURE16 X12X8	L4.02 Detail F: Perforated Panel enclosure with lockable double walk gate and Standing Seam metal roof includes CMU Block wall on one side to protect and cover filtration equipment, pumps, and feature controllers.	14x24	
1	FOUND-CUST	Custom Concrete Foundation		
1	ENG636	Engineer Sealed Drawings of Structure and Foundations		
3	KSHADEUMBRE LLA	L4.02: Custom Hexagonal Umbrella Shade Canopy, 18' x 10' eave height with glide elbows, stainless steel column on base plates mounted below surface, by Superior Shade 252075	18x10	
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade		
3	PIERS36X060	Concrete piers for pavilion & canopy columns, with anchor bolts set if required, with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06
1	SRPSURCHGSH ADE	Material Surcharge on Shade by Superior Recreational Products		
4	T42RASS	42" Round Table, 4 Attached Round Seats with Backs, 3/4" #9 Expanded Metal Frame, 2" Legs, Portable	42"	
2	T42RASS-3	42" Round Table, 3 Attached Round Seats with Backs, 3/4" #9 Expanded Metal Frame, 2" Legs, Portable		
2	TR32HORZ	32 Gallon Horizontal Strap Trash Receptacle	32 Gallon	
2	LINER 32	Rigid Plastic Liner for TR 32 by Superior Site Amenities		black
2	FLATTOPRB32	Flat Top with Rain Bonnet for 32 Gallon Receptacles		
2	TR-ING	Inground Mount Assembly for TR trash receptacle		black

## Fees & Permits

Page 5 of 11

Initials \_\_\_\_\_



## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

**QUOTE #Q75331-1**

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 4 of 9

- 
- |   |          |   |
|---|----------|---|
| 1 | PERMIT 2 | Obtain Necessary Building Permit for SplashPark and General Park Construction.<br>BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO<br>KRAFTSMAN. |
| 1 | BOND1    | Performance & Payment Surety Bond, and processing of the bond documentation.  |

**Total:        \$2,112,132.90**



## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 5 of 9

### Special Terms and Conditions

#### Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Utility plan modification - water supply for SplashPark is intended to be connected to existing water at restroom, no new meter and road borings included.
- Park lighting
- New Electric meter - planning to supply per electrical drawings 12/18/2020.

#### Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

#### Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

#### Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

#### Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

#### Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

#### Bonding Included:

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

#### Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.



## Kraftsman

COMMERCIAL PLAYGROUNDS &

WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 6 of 9

### Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

### Installation:

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

### Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

### Surfacing:

Yearly Roll Coat Maintenance of Poured in Place is recommended every 18 months and is required to remain complaint with warranty. Roll Coat will need to be re quoted at that time.

### Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

### Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 7 of 9

## Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

## Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Shipping of equipment from factory will be approximately as follows:

Shade Canopies without engineer sealed drawings - lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer allow 2-4 weeks to install after shipping.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer allow 2-4 weeks to install after shipping.

Shade Sails - the lead time for the shade columns to ship is 8-12 weeks from when the order is placed with the manufacturer, then 2-3 weeks to install columns, and 6-8 weeks to manufacture sail fabrics, allow 2-4 weeks to install sails after shipping.

## Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer.

Shade Sails - the lead time for the shade columns to ship is 10-12 weeks from when the order is placed with the manufacturer, and 6-8 weeks to manufacture sail fabrics once posts are installed and measurements sent to the factory.

Superior Playground - lead time for items to ship is 14-16 weeks for steel playgrounds and 16 weeks for recycled plastic playgrounds from when the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship is 18-24 weeks from the time order is placed with the manufacturer.

Water Odyssey - the lead time for the embed portion to ship is 4-6 weeks and 10 to 12 weeks for the rest of features to ship from when the order is placed with the manufacturer.



## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 8 of 9

### Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □



**Kraftsman**  
**COMMERCIAL PLAYGROUNDS &**  
**WATER PARKS**  
 19535 Haude Road  
 Spring, TX 77388  
 Phone: (281) 353-9599 Fax: (281) 353-2265

**QUOTE #Q75331-1**

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 9 of 9

## General Terms and Conditions

**Bill To:**  
 Duncanville, City of

**Ship To:**  
 Duncanville, City of

**Terms:**  
 Percentage Completed Draws

### CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted

Jeff Goodman

Date November 29, 2022

### Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature \_\_\_\_\_

PO#: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT**

**Thank You! We Appreciate Your Business!**





**RESOLUTION NO. 2022-124**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH KRAFTSMAN THROUGH BUYBOARD CONTRACT #679-22 IN THE AMOUNT NOT TO EXCEED \$2,112,132.90 FOR IMPROVEMENTS TO ARMSTRONG PARK; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the citizens of Duncanville approved a bond election in November 2018 for park improvements at Armstrong Park; and

**WHEREAS**, the improvements to Armstrong Park include a new splash pad and associated site improvements; and

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

**WHEREAS**, BuyBoard has taken sealed bids for splash pads and associated park improvements and awarded contract #679-22 to Kraftsman.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes an agreement through the Local Government Purchasing Cooperative (BuyBoard) Contract #679-22 in the amount not to exceed \$2,112,132.90 to Kraftsman for the procurement and installation of a splash pad and associated park improvements; and authorizes the City Manager, or her designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 1 of 9

## BILL TO

Duncanville, City of  
Bart Stevenson  
Armstrong Park  
PO Box 380280  
Duncanville, TX 75138

☎ 972-780-5076

## SHIP TO

Duncanville, City of  
Bart Stevenson  
Armstrong Park  
100 James Collins Blvd  
Duncanville, TX 75116

☎ 972-780-5076

### Terms:

Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22			
		<b><u>Removal/Site Protection</u></b>			
1	CLTEMPFENCING	Chain Link Temporary Site Fencing for Park Construction. By: Kraftsman			
1	REMOVE	L0.02 - .03 Removal of existing Concrete, playground surfacing, and trees as required in project plans. by Kraftsman			
1	REMOVE	L0.02 - .03: Removal of existing Brick pavers, stack onsite. By: Kraftsman			
1	SWPP	Storm Water Pollution control system includes tree protection. By: Kraftsman			
		<b><u>Site Utilities</u></b>			
214	DRAINLINE12	Drain Line for SplashParks and other Park areas, 12". By: Kraftsman	12"		
704	DRAINLINE8	Drain Line for SplashParks and other Park areas, 8". By: Kraftsman	8"		
1	SPLASHPARK CONTROLS	SplashPark Electrical Control System. By: Kraftsman			
170	WLINE1	1" Water Line, By: Kraftsman			
		<b><u>Site/Flatwork/Masonry</u></b>			
1	SITEPREP	L1.01 Preparation of site/Grading by Kraftsman			
19011	CONC5RB	Concrete Pad, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			
676	CONC CURB 12X12	Concrete curbing installed to surround play area. 6" wide x 14" depth. Minimum 300'			
201	CONC CURB 8X8	Concrete curbing installed to surround play area. 8" wide x 8" depth.	8"x8"		
93	SEATWALL	L4.01 H 18" Stone Veneer Seatwall, 18" H x 18" W, With thick chopped Sandstone and chopped stone cap by Kraftsman, by Kraftsman	LF		
10	KPCB-8	Kustom Pavilion column base, 8' High. By: Kraftsman	2x2x8		
2	KSHADEUMBRELLA	L4.02: Custom Square Hypar Umbrella Shade Canopy, 20' x 10' eave height with glide elbows, column on base plates mounted below surface, by Superior Shade 252075	20x10		
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			
2	PIERS36X060	Concrete piers for pavilion & canopy columns, with anchor bolts set if required, with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06	
		<b><u>Playground Surfacing</u></b>			
510	FABRIC	Engineered Wood Fiber for playgrounds	cu. yd.		Natural
6	FABRIC	Polyspun Soil Separator	6'x300'		

Page 3 of 14

Initials \_\_\_\_\_





# Kraftsman

COMMERCIAL PLAYGROUNDS &

WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 2 of 9

6553	PIP	L4.03 Furnish and Install IPEMA Certified TPV Poured in Place Safety Surfacing, 6553 sq.ft., 3" depth for 6' critical fall height, 75%/25% color mix with aromatic binder to include 2 large sections/bands of each color - one per area for 1 color change. To include TTA, 100% Supreme Color (TBD) at designated slide exits. Includes security during drying time. (20-3019 1R3)	6553 sf	
1	BASE-4	Compacted Stabilized base, installed at a 4" depth. By: Kraftsman	6553 sf	
1	ADA RAMP	L4.03 Detail G: ADA Concrete Ramp at Playground		
		<b>Site Furnishings</b>		
6	T46PERF	Perforated Style 46" Square Table, 4 Attached Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, 2" Legs, Portable	46"	
2	T46PERF-3	Perforated Style 46" Square Table, 3 Attached Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, 2" Legs, Portable	46"	
4	B6WBMODCASI NO	Modern Casino Style 6 ft Bench with Contoured Back, 3/4" #9 Expanded Metal, 1 1/2" x 12 Gauge Square Galvanized Tubing Legs and Arms, Portable or Surface Mount	6'	
4	T6PERF	Perforated Style 6 Ft. Table, 2 Attached 6 Ft. Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, Two 2 3/8" Legs, Portable	6'	
2	T8PERFHDCP	Perforated Style 8 Ft. ADA Table, 2 Attached 6 Ft. Seats, Rolled Edges, Large Hole 11 Gauge Punched Steel, Two 2 3/8" Legs, Portable	8'	
2	GPS20	Campfire Grill, 20" Adjustable Cooking Grate, 2 7/8" Post Inground Mount		black
4	TR32HORZ	32 Gallon Horizontal Strap Trash Receptacle	32 Gallon	
4	LINER 32	Rigid Plastic Liner for TR 32 by Superior Site Amenities		black
4	FLATTOPRB32	Flat Top with Rain Bonnet for 32 Gallon Receptacles		
3	HORSESHOE- SM	Horse Shoe Style Bike Rack, powder coated, surface mount		
6	HAMMOCK	L4.02 Hammock Posts, metal powder coated posts with hook and cap.		
772	DG-4	Decomposed Granite, Installed at 4" compacted depth for trails or plaza areas. By: Kraftsman	SF	
		<b><u>Splash Park L1.05 - SplashPark to operate with all water features on during "Operating Hours". No Activation bollard is included.</u></b>		
1	MS14-2A	Massive Splash™ with One Bucket by Water Odyssey		
2	C029-C	ColorCast™ Crookett, water play feature, water conserving version, by Water Odyssey	18	
8	W011C	Jet Way™, water conserving. By: Water Odyssey.	9	
2	W010-ST	Mushroom Maze™ with Wired Activator Button. By: Water Odyssey.	30-40	
2	W071	Water Flower™. By: Water Odyssey.	10	
1	W093	Water Weave™. By: Water Odyssey.	14	
1	W051	Whale of a Tail™. By: Water Odyssey.	10	
1	W110-DC	Swaying Palm™ with Dumping Coconuts. By: Water Odyssey.	8-24	
2	C005-C	ColorCast™ Shot Put, water conserving version By Water Odyssey	20	
2	W134	Gravity Double Spray™. By: Water Odyssey		
1	C004-C	ColorCast™ Twinkle Twist, water conserving version by Water Odyssey	8	
1	C006-C	ColorCast™ Split Pea water conserving version with Magic Flow™ stainless steel jet streams by Water Odyssey	12	
1	W080C	Roll-A-Rail™, Water Conserving. By: Water Odyssey.	8	
1	Fun Forms™ Lil'	Fun Forms™ Lil' Starfish Aqua Spoutby Water Odyssey	3 GPM @ 3 PSI	

Page 4 of 11

Initials \_\_\_\_\_



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 3 of 9

1	FF3002	Fun Forms™ Big Starfish Aqua Spout by Water Odyssey	13 GPM @ 4 PSI	
1	FF3000	Fun Forms Aqua Spout, Kirby Crab, by Water Odyssey	8 GPM @ 4 PSI	
1	W070	Water Crown™. By: Water Odyssey. Flow Rate: 366 GPM @100%	29	
2	SPLASHDRAIN	SplashPark Large capacity deck drain 24" square, 8" side outlet, with Fiberglass grate. By Kraftsman	350 GPM	
2800	SPLASHDECK	Spray Play Pad, 5" thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	SF	
2800	KRAFTKOAT W/ DESIGN	KraftKcoat Spray Play Deck coating, 1000 SF minimum, modified cementitious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on SW color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout).	sf	choose up to 4
1	SPK-8-16	Custom SplashPark Kontroller with 8 hard-wired inputs and 16 outputs mounted in a NEMA4XX housing includes 5 years remote cellular access by Kraftsman		
1	WRHT6	Water Reservoir Holding Tank, 6000 Gallon, Concrete with epoxy coated interior, with access lid and hatch; 1½" Automatic fill valve with wall penetration; overflow and all penetrations as required by project design, delivered by AquaKraft	6000 Gallon	
1	MANIFOLD	Custom PVC Water Distribution Manifold		
1	AKWFS400	Aquakraft Water Filtration System with PIWF sign - 400 GPM		
1	UV-SPLASH-2	Medium Pressure UV system for secondary treatment of water in SplashParks. 6" flanged connections for flow rates 340-600 GPM. By Kraftsman		
1	ENCLOSURE16 X12X8	L4.02 Detail F: Perforated Panel enclosure with lockable double walk gate and Standing Seam metal roof includes CMU Block wall on one side to protect and cover filtration equipment, pumps, and feature controllers.	14x24	
1	FOUND-CUST	Custom Concrete Foundation		
1	ENG636	Engineer Sealed Drawings of Structure and Foundations		
3	KSHADEUMBRE LLA	L4.02: Custom Hexagonal Umbrella Shade Canopy, 18' x 10' eave height with glide elbows, stainless steel column on base plates mounted below surface, by Superior Shade 252075	18x10	
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade		
3	PIERS36X060	Concrete piers for pavilion & canopy columns, with anchor bolts set if required, with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06
1	SRPSURCHGSH ADE	Material Surcharge on Shade by Superior Recreational Products		
4	T42RASS	42" Round Table, 4 Attached Round Seats with Backs, 3/4" #9 Expanded Metal Frame, 2" Legs, Portable	42"	
2	T42RASS-3	42" Round Table, 3 Attached Round Seats with Backs, 3/4" #9 Expanded Metal Frame, 2" Legs, Portable		
2	TR32HORZ	32 Gallon Horizontal Strap Trash Receptacle	32 Gallon	
2	LINER 32	Rigid Plastic Liner for TR 32 by Superior Site Amenities		black
2	FLATTOPRB32	Flat Top with Rain Bonnet for 32 Gallon Receptacles		
2	TR-ING	Inground Mount Assembly for TR trash receptacle		black

## Fees & Permits

Page 5 of 11

Initials \_\_\_\_\_



## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

**QUOTE #Q75331-1**

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 4 of 9

- |   |          |   |
|---|----------|---|
| 1 | PERMIT 2 | Obtain Necessary Building Permit for SplashPark and General Park Construction.<br>BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO<br>KRAFTSMAN. |
| 1 | BOND1    | Performance & Payment Surety Bond, and processing of the bond documentation.  |

**Total:        \$2,112,132.90**





## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 5 of 9

### Special Terms and Conditions

#### Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Utility plan modification - water supply for SplashPark is intended to be connected to existing water at restroom, no new meter and road borings included.
- Park lighting
- New Electric meter - planning to supply per electrical drawings 12/18/2020.

#### Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

#### Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

#### Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

#### Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

#### Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

#### Bonding Included:

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

#### Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.



## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 6 of 9

### Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

### Installation:

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

### Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

### Surfacing:

Yearly Roll Coat Maintenance of Poured in Place is recommended every 18 months and is required to remain complaint with warranty. Roll Coat will need to be re quoted at that time.

### Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

### Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 7 of 9

## Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

## Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Shipping of equipment from factory will be approximately as follows:

Shade Canopies without engineer sealed drawings - lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer allow 2-4 weeks to install after shipping.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer allow 2-4 weeks to install after shipping.

Shade Sails - the lead time for the shade columns to ship is 8-12 weeks from when the order is placed with the manufacturer, then 2-3 weeks to install columns, and 6-8 weeks to manufacture sail fabrics, allow 2-4 weeks to install sails after shipping.

## Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 10-12 weeks from when the order is placed with the manufacturer.

Shade Sails - the lead time for the shade columns to ship is 10-12 weeks from when the order is placed with the manufacturer, and 6-8 weeks to manufacture sail fabrics once posts are installed and measurements sent to the factory.

Superior Playground - lead time for items to ship is 14-16 weeks for steel playgrounds and 16 weeks for recycled plastic playgrounds from when the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship is 18-24 weeks from the time order is placed with the manufacturer.

Water Odyssey - the lead time for the embed portion to ship is 4-6 weeks and 10 to 12 weeks for the rest of features to ship from when the order is placed with the manufacturer.



## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75331-1

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 8 of 9

### Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □



## Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

**QUOTE #Q75331-1**

Date: 11/29/2022

Project: 24482

Created By: Jeff Goodman

Quote Name: Updated Pricing 10-27-22

Page 9 of 9

### General Terms and Conditions

**Bill To:**

Duncanville, City of

**Ship To:**

Duncanville, City of

**Terms:**

Percentage Completed Draws

**CONDITIONS OF SALE**

- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
- No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
- Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
- All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
- Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
- Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
- A service charge of 1.5% per month will be assessed on all past due amounts.
- Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
- Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
- Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
- Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
- This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted

Jeff Goodman

Date November 29, 2022

**Acceptance of Proposal:**

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature \_\_\_\_\_

PO#: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT**

**Thank You! We Appreciate Your Business!**



# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a Resolution approving a Cooperative Purchasing Agreement with T.F. Harper and Associates, L.P. through BuyBoard Contract #581-19 for the purchase and installation of a playground in Armstrong Park in the expenditure amount of \$698,579.76.

**Vision Statement:**

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

**Pillar:**

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

**STAFF RESPONSIBLE:**

**Bart Stevenson, Director of Parks and Recreation**

**BACKGROUND/HISTORY:**

Armstrong Park improvements were approved by the citizens of Duncanville in the 2018 bond election. The improvements to the park include replacing the 1989 Kidsville playground with a similarly-themed playground, and a new splash pad. During community input meetings regarding the design of the new playground, the citizens overwhelmingly supported replacing Kidsville with a similarly-themed playground from the same manufacturer. As such, the City's consultant, Dunaway and Associates, along with the Park Board, City Council, and City staff have collaborated with Leathers Playgrounds to design a new Kidsville. The only major difference is that Leathers Playgrounds now utilizes wood-alternative composite materials to provide long-lasting durability and ease of maintenance over wood.

T.F. Harper and Associates is the designated installer for Leathers Playgrounds in Texas. The company is located in Buda, Texas, and has been in business since 1972.

**POLICY EXPLANATION:**

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the

purchase of the item. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code, Chapters 271 and 791, allows government agencies to voluntarily participate in these cooperative arrangements.

**FUNDING SOURCE:**

**ORG and Object Number**

24100000-708102

**Available Budget**

\$3,087,867.10

**Purchase Amount**

\$698,579.76

**After Encumber**

\$2,389,287.34

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$698,579.76 to install the improvements to Armstrong Park.
2. Do not approve funding for the improvements to Armstrong Park.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Armstrong Park Site Plan](#)

[Resolution No. - 2022-125 - TF Harper Armstrong Park - Pdf](#)





**RESOLUTION NO. 2022-125**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH T.F. HARPER AND ASSOCIATES, L.P. THROUGH BUYBOARD CONTRACT #581-19 IN THE AMOUNT NOT TO EXCEED \$698,579.76 FOR IMPROVEMENTS TO ARMSTRONG PARK; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the citizens of Duncanville approved a bond election in November 2018 for park improvements at Armstrong Park; and

**WHEREAS**, the improvements to Armstrong Park include a replacement playground similarly themed to the existing Kidsville; and

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

**WHEREAS**, BuyBoard has taken sealed bids for playgrounds and associated park improvements and awarded contract #581-19 to T.F. Harper and Associates, L.P.

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

**SECTION 1.** The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes an agreement through the Local Government Purchasing Cooperative (BuyBoard) Contract #581-19 in the amount not to exceed \$698,579.76 to T.F. Harper and Associates, L.P. for the purchase and installation of playground equipment at Armstrong Park; and authorize the City Manager, or her designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



TO: City of Duncanville  
 Attn: Bart Stevenson  
 Address: 100 James Collins Blvd  
 Duncanville, TX 75116  
 Phone: 972-780-5076  
 Email: [bstevenson@duncanville.com](mailto:bstevenson@duncanville.com)

## BUDGET

103 Red Bird Lane  
 Austin, Texas  
 78745-3122

**BUYBOARD JOC CONTRACT**  
**#581-19**

PROPOSAL #:03152021-AS-R

DATE: November 8, 2022

### Armstrong Park Playground Install

DESCRIPTION OF CONSTRUCTION	TOTAL COST
Provide and Install Leather's Playground	
Concrete Flat Work, Site work including base and Safety Surfacing to be provided by others	
Provide and Install Leather's Playground per plans dated 10/04/19 labeled Project #: 2319. All work to be completed by Playgrounds by Leather's employees.	\$650,074.25
T.F. Harper & Associates to provide services through Buyboard Cooperative.	
Provide Payment and Performance Bond	\$48,505.51
Sales Tax	EXEMPT
<b>TOTAL PROJECT COST:</b>	<b>\$698,579.76</b>
Project Time Required 90 Calendar Days pending weather	

**PROPOSAL IS VALID FOR 30 DAYS FROM DATE OF PROPOSAL OR FROM DATE OF REVISION**

**NOT INCLUDED:** Sales Tax, **Permits**/or other Fees,

**Payment Terms:** \$128,479.00 due upon Signed Contract. \$334,127 due upon delivery of material. Remaining amount due per payment schedule.

**Estimated Start Date:** 12 to 14 weeks after receipt of written notice to proceed & Approval of Shop Drawings

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. # (if applicable): \_\_\_\_\_

**PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP**

Thank you for giving us the opportunity to present this Proposal.

Ariel Smith



P.O. Box 400, Austin, Texas 78767  
800.695.2919 • [info@buyboard.com](mailto:info@buyboard.com) • [buyboard.com](http://buyboard.com)

February 17, 2022

**Sent via email to: [playground@tfharper.com](mailto:playground@tfharper.com)**

Mary Ripper  
T.F. Harper & Associates LP  
103 Red Bird Lane  
Austin TX 78745

Re: Job Order Contracting (RSMMeans)  
BuyBoard Contract 581-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Job Order Contracting (RSMMeans), Contract 581-19 effective April 1, 2019 through March 31, 2021, with three possible one-year renewals. At this time, the BuyBoard is renewing your contract through March 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden  
Contract Administrator

1<sup>st</sup> renewal v.02.13.2020

Page 4 of 4



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

Consider a Resolution authorizing a contract renewal for food and beverage services with Ben E. Keith at the Duncanville Fieldhouse in an amount not to exceed \$125,000.00 annually.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Bart Stevenson, Director of Parks and Recreation**  
**Craig Brasfield, General Manager**

**BACKGROUND/HISTORY:**

The Duncanville Fieldhouse staff purchases food and food service products from Ben E. Keith for the operations of The General Store and The Grill at the facility. Due to streamlined purchasing efforts and higher sales, the expenditure threshold of \$50,000.00 will be exceeded to a maximum of \$125,000.00 for FY 2023. In the past years, staff has transitioned from multiple food providers to primarily utilizing Ben E. Keith for all food products, cooking products, and serving products. This streamlined process reduces staff oversight and time involved in the management of both The General Store and The Grill. Utilization of products and services from US Foods and Sysco have been significantly decreased or eliminated in this initiative. Moving our primary purchase to Ben E. Keith also provides greater opportunities for special pricing and volume discounts based on higher purchasing levels.

**POLICY EXPLANATION:**

This procurement is exempt from competitive bidding procedures pursuant to Texas Local Government Code 252.022(a)(14) as goods purchased by a municipality for subsequent retail sale by the municipality.

No guarantee was made that a specific amount of goods would be purchased; however, the Parks and Recreation Department estimates annual expenditures of \$125,000.00.

**FUNDING SOURCE:**



**ORG and Object Number**

45602000-700702

**Available Budget**

138,358.52

**Purchase Amount**

\$125,000.00

**After Encumber**

13,358.52

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$125,000.00 for food and beverage services with Ben E. Keith.
2. Do not approve funding for food and beverages services with Ben E. Keith.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Approving Renewal Contract food and beverages](#)



**RESOLUTION NO. 2022-123**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A RENEWAL CONTRACT FOR FOOD AND BEVERAGE SERVICES WITH BEN E. KEITH AT THE DUNCANVILLE FIELDHOUSE IN AMOUNT NOT TO EXCEED \$125,000.00; AND THAT THE CITY MANAGER OR DESIGNEE MAY ISSUE THE APPROPRIATE PURCHASE ORDERS BASED ON THE NEEDED REQUIREMENTS OF THE FACILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, due to streamlined efforts to effectively manage the food and beverage operations at the Duncanville Fieldhouse, additional food service products are purchased via Ben E. Keith; and

**WHEREAS**, increased food and beverage sales require the purchase of additional food service products from Ben E. Keith; and

**WHEREAS**, food and beverage expenses with Ben E. Keith is estimated at \$125,000.00.

**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 renewal of a requirement contract for food and beverage services with Ben E. Keith for the Duncanville Fieldhouse with an annual amount not to exceed \$125,000.00; and, that the City Manager or designee may issue the appropriate purchase orders based on the requirements of the facility.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

<i>DUNCANVILLE FIELDHOUSE PRODUCTS</i>							
Date of Inventory:			12/16/2022				
Date Ordered:			12/16/2022				
			Vendor: Ben E Keith				
Product Need					Product On Hand		
			MEATS				Pri
747066	BEK	36/7.0"	Pizza Cheese 7" W/Box	\$2.52	\$76.74	\$54.99	\$2.
549055	BEK	2/5 Lbs	Pepperoni	\$4.76	\$47.63	\$47.63	
549125	BEK	2/5 LB	Italian Sausage	\$3.30	\$32.99	\$32.99	
546001	Tx Chi	4/5 LB	BBQBeef Chopped W/Sauce	\$3.29	\$65.99		
506173	WINN	20/8 OZ	Hamburger Patties	\$2.00	\$39.99	\$40.14	
106583	BEK	5/12 5"	Hamburger Buns	\$0.21	\$12.77	\$11.99	
134910	BEK	2/5 lbs	Hot Dogs Nathan's	\$1.22	\$58.99		
	BEK		Miscellaneous Products				
106059	BEK	4/2.5 lb	Nacho Chips	\$0.45	\$21.99		
685004	BEK	4/1 Gal	Jalapeno Peppers	\$12.99	\$51.99		
133046	BEK	6/5 lb	French Fries	\$1.08	\$34.20	\$32.05	
290119	BEK	6/12 CT	Hot Dog Buns	\$0.22	\$15.81		
143180	BEK	4/80 OZ	Nacho Cheese Sauce	\$12.44	\$49.74		
750167	BEK	200/6gm	Parmesan Shredded Cheese for Wings(\$14)				
	BEK		Dessert Products				
413620	BEK	1/8 LB	Funnel Cake Fries	\$6.31	\$50.49		
699280	BEK	64/1.25 OZ	Funyuns (Chips)	\$0.54	\$34.78	\$33.12	
407162	BEK	24/4 OZ	Muffins Blue Berry	\$1.32	\$31.77	\$31.77	
432361	BEK	107/3 OZ	Choc Chip Cokie	\$0.42	\$73.22		
674122	BEK	60/1.5 OZ	HV Ranch Dressing Packets	\$0.36	\$21.36	\$19.77	
291150	BEK	1/72 CT	Honey Buns Glazed	\$1.33	\$95.44		
	BEK		Condiments & Spices				
660816	BEK	30/20 OZ	Ketchup .14 per oz	\$2.79	\$83.62		
664418	BEK	12/12 OZ	Mustard Bottle	\$1.54	\$18.53	\$18.53	
774733	BEK	1/5LB	Black Pepper	\$10.09	\$50.47		
774410	BEK	1/5 LB	Season Salt Lawry	\$3.95	\$19.75	\$21.49	
674059	Heinz	200/12 GR	Mayonna PC Foil Pack	\$0.18	\$35.99		
774490	BEK	1/7.5 LB	Lemon Pepper Seasoning	8.10 Lb	\$60.82		
779178	KTH	1/35LBS	Shorting Clear Fry Liquid	\$1.51	\$52.84	\$51.98	
	BEK		Coffee Products				
639126	BEK	384/3 OZ	Coffee Creamer (Regular)	\$0.05	\$20.99		
639048	BEK	288/5 OZ	Coffee Creamer (French Vanil	\$0.05	\$20.99		
639047	BEK	384/3 OZ	Coffee Creamer (Hazelnut)	\$0.06	\$23.84		
675001	BEK	1/2000 CT	Sugar Packets	\$0.02	\$31.52		
675030	BEK	1/2000 CT	Equal Packets	\$0.02	\$32.99		
675018	BEK	1/2000 CT	Sweet & Low Packets	\$0.01	\$21.99		
	BEK		Paper Products				
881024	BEK	30/Rolls	Paper Towels	\$1.01	\$30.29		
872476	BEK	2/250 CT	Boats (3lbs)	\$0.05	\$26.87	\$24.68	
872435	BEK	2/250 CT	Boats (5lbs)	\$0.06	\$37.57	\$33.69	
	BEK		Soup Bags				

		DUNCANVILLE FIELDHOUSE PRODUCTS							
		Date of Inventory:	12/16/2022						
		Date Ordered:	12/16/2022						
		Vendor: Ben E Keith							
Product Need					Product On Hand				
11.812..	BEK		1 wrapped t'l ast l c =, uaw						
811174	BEK	1/5 LBS	Beef Base		\$9.56	\$46.61			
872438	BEK	4/250CT	Boats (libs)		\$0.03	\$28.99			
384614	BEK	36/7.00 OZ	Pizza Cheese 7" W/Box		\$2.13	\$76.74	\$75.88		
384558	BEK	54/5.0 OZ	Pizza Cheese 5' Deep Dish		\$1.17	\$63.19	\$59.45		
871551	BEK	1/100OCT	Forks		\$0.04	\$42.67			
871166	BEK	1/100OCT	Knives		\$0.08	\$82.23			
871552	BEK	1/100OCT	Spoons		\$0.08	\$82.23			
840422	BEK	4/125 CT	Paper Plates (10 ¼)		\$0.10	\$47.99			
872721	BEK	1/500CT	Popcorn Scoop Box		\$0.20	\$101.13	\$44.55		
860043	Dart	40/25 CT	F Drink 12 oz White Cup		\$0.07	\$67.29			
812108	BEK	15/35 CT	Coffee Cups (16 oz)		\$0.18	\$94.99	\$111.87		
860060	BEK	40/25 CT	F Drink 16 oz White Cups		\$0.05	\$82.27	\$46.95		
860070	BEK	20/25 CT	F Drink 20 oz White Cups		\$0.12	\$57.56	\$54.30		
860055	BEK	10/100 CT	F Drink Lids 16oz-20oz			\$43.04	\$21.95		
813152	BEK	10/10OCT	Coffee Lids		\$0.05	\$45.99			
128614	BEK	40/25 CT	Coffee Sleeve Plain		\$0.04	\$53.89	\$39.95		
118166	BEK	1/50OCT	Wood Coffe Stirrer		\$0.02	\$17.99			
885087	BEK	24/802	Boil Out (Fryer Cleaner)						
815809	BEK	10/250CT	2oz clear cups		\$0.04	\$83.99	\$79.99		
815812	BEK	20/250CT	2oz clear lids		\$0.02	\$69.22	\$62.19		
812007	BEK	25/250CT	4 oz white cone paper cups		\$0.01	\$53.99			
129393	BEK	1/100OCT	Plastic Ice Bags ( Quart )			\$57.33	\$35.62		
488178	BEK	2/7.50 LB	Chicken Wings		\$5.47	\$81.99	\$42.33		
487130	BEK	2/5 Lbs	Chicken Tender		\$4.26	\$42.64	\$30.99		
7669724	BEK	2/2LTR	Decaf Coffee						
107633	BEK	2/2 LTR	Regular Coffee		\$63.70	\$120.58			
147747	BEK	24/1 CT	Pickles		\$0.91	\$24.55	\$21.62		
126330	BEK	24/250CT	Napkins		\$0.01	\$74.25	\$58.13		
883736	BEK	10/10OCT	XL PF Glove			\$34.38	\$118.07		
116132	BEK	10/10OCT	Medium PF Glove			\$29.99	\$118.07		
144183	BEK	6/1Gal	Bleach Ultra		\$2.45	\$20.88	\$14.69		
116604	BEK	9" 1/150	Foam HNGD Compartment		\$0.23	\$26.99	\$39.99		

12/15/2022

Vendor: Ben E Keith

1/20/2022

Product Number	PRODUCTS	Product Each LBS	On Hand (green) Storage	and Late Storage
<b>Wing Sauces</b>				
	Sweet Baby Ray Golden Barbecue		\$13.77	
112784	Sweet Baby Ray Buffalo	4/1 Gal	\$67.18	\$60.40
112783	Sweet Baby Ray Habanero		\$10.88	
119645	Sweet Baby Ray Honey Hot		\$10.73	
111922	Sweet Baby Ray Barbecue	12.15 Gal	\$51.49	\$48.59
112786	Sweet Baby Ray Kick.in Bourbon		\$10.98	
112790	Sweet Baby Ray Teriyaki		\$9.75	\$10.17
	Sweet Baby Garlic Parmesan	1/64oz	\$12.35	\$11.99
<b>Candy Products</b>				
	Musketeer	\$0.85	\$30.59	\$36.16
800308	Hershey Plan	\$0.83	\$35.26	\$29.93
80001	UPeanut M&Ms	\$0.81	\$38.99	\$38.99
160664	Baby Ruth Bar	\$0.82	\$19.68	\$19.68
800603	MilkvWay	\$1.00	\$36.16	\$36.16
800273	R.Good Bar	\$0.81	\$29.27	\$28.87
121827	M&MsPlain	\$0.56	\$29.94	\$26.87
800022	jReece's PB Cup	\$0.98	\$35.26	\$31.99
800258	Sour Skittles	\$0.89	\$21.43	\$21.43
2342	sour Patch Kids	\$0.71	\$16.91	\$23.12
102341	Sour Patch Watermelon	\$0.83	\$19.99	\$23.12
800251	Kit Kat	\$0.81	\$29.27	\$29.27
800084	Starburst	\$0.98	\$35.26	\$29.41
800330	INestle Crunch	\$0.84	\$30.20	\$30.20
800262	Original Skittles	\$0.85	\$30.60	\$28.28
000023	Hershey Almond	\$0.83	\$29.91	\$24.99
800539	Sour Punch Straws Blue	\$1.45	\$34.88	
800605	Snickers	\$0.83	\$39.81	\$39.81
800264	Snickers Almond	\$0.91	\$21.78	\$21.78
148530	Butterfinger	\$1.00	\$36.11	\$29.53
8				
00272	Twix	\$0.83	\$29.89	\$26.99
100861	Twizzler Strawberry	\$1.09	\$66.36	\$66.36
101506	Mike & Ike Oril!!!al	\$1.67	\$19.99	\$19.29
800120	Airhead Xtreme Sour	\$0.72	\$12.97	
800198	Nerd Rope Sing(	\$0.89	\$21.27	\$22.56
800276	Hershey Rolo	\$0.73	\$26.18	
101935	Milk Duds	\$1.15	\$13.82	
	rho Gummy Bears	\$1.70	\$20.35	\$18.99
	Speciality:			
859025	226			284
164				

Poocorn	\$1.35	\$36.9		
Popcorn	\$2.08	9	\$62.77	
Oil	\$0.76	\$72.9	\$23.99	
Oreos		2		
Bite size		\$27.2		
		2		

Page 5 of 6

772062	Ritz Bitz Cheese Crackers	\$0.49	\$23.67	\$21.59
	Chips:			
Q	Lays 1.5 oz	\$0.55	\$34.91	\$33.24

	12/15/2022	
	Vendor: Ben F Keith	1/20/2022
		Product On Hand
<b>Product Number</b>	<b>PRODUCTS</b>	<b>Each LBS</b> <b>Green Storage</b> <b>Cae Storage</b>
699274	Original Lays	\$0.57 \$36.17 \$33.24
699270	Nacho Cheese Doritos 1.75 oz	\$0.54 \$34.79 \$33.13
699293	Hot Cheetos Crunchy	\$0.49 \$31.15 \$32.99
699292	Original Cheetos 2 oz Crunchy	\$0.60 \$38.26 \$33.13
699267	Ruffle's Cheddar Sour Cream 1.5 oz	\$0.60 \$38.10 \$32.99
156129	Dorito Flamin' Hot Nacho	\$0.00 \$33.79
141176	Chester's Flamin' Hot Fries	\$0.56 \$35.69
699269	Dorito Cool Ranch	\$0.57 \$36.52
123848	Cheetos Puffs	\$0.90 \$26.75
699198	Sour Cream & Onion	
113500	Ruffles Queso Cheese	\$0.55 \$34.88
	Funyons Flamin' Hot	
699279	Cheetos Hot Flamin Limon Lss	\$0.57 \$36.57
101335	Smart White Cheddar Popcorn	\$0.56 \$35.96 \$34.24
	Assorted Bars:	
772511	Nutri Gran Soft Baked Blueberry	\$0.52 \$29.79
772513	Nutri Gran Soft Baked Strawberry	\$0.56 \$29.99 \$29.99
772510	Nutri Gran Soft Baked Apple Cinnamon	\$0.54 \$29.79



**RESOLUTION NO. 2022-123**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A RENEWAL CONTRACT FOR FOOD AND BEVERAGE SERVICES WITH BEN E. KEITH AT THE DUNCANVILLE FIELDHOUSE IN AMOUNT NOT TO EXCEED \$125,000.00; AND THAT THE CITY MANAGER OR DESIGNEE MAY ISSUE THE APPROPRIATE PURCHASE ORDERS BASED ON THE NEEDED REQUIREMENTS OF THE FACILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, due to streamlined efforts to effectively manage the food and beverage operations at the Duncanville Fieldhouse, additional food service products are purchased via Ben E. Keith; and

**WHEREAS**, increased food and beverage sales require the purchase of additional food service products from Ben E. Keith; and

**WHEREAS**, food and beverage expenses with Ben E. Keith is estimated at \$125,000.00.

**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 renewal of a requirement contract for food and beverage services with Ben E. Keith for the Duncanville Fieldhouse with an annual amount not to exceed \$125,000.00; and, that the City Manager or designee may issue the appropriate purchase orders based on the requirements of the facility.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

<i>DUNCANVILLE FIELDHOUSE PRODUCTS</i>							
Date of Inventory:			12/16/2022				
Date Ordered:			12/16/2022				
			Vendor: Ben E Keith				
Product Need					Product On Hand		
			MEATS				Pri
747066	BEK	36/7.0"	Pizza Cheese 7" W/Box	\$2.52	\$76.74	\$54.99	\$2.
549055	BEK	2/5 Lbs	Pepperoni	\$4.76	\$47.63	\$47.63	
549125	BEK	2/5 LB	Italian Sausage	\$3.30	\$32.99	\$32.99	
546001	Tx Chi	4/5 LB	BBQ Beef Chopped W/Sauce	\$3.29	\$65.99		
506173	WINN	20/8 OZ	Hamburger Patties	\$2.00	\$39.99	\$40.14	
106583	BEK	5/12 5"	Hamburger Buns	\$0.21	\$12.77	\$11.99	
134910	BEK	2/5 lbs	Hot Dogs Nathan's	\$1.22	\$58.99		
	BEK		Miscellaneous Products				
106059	BEK	4/2.5 lb	Nacho Chips	\$0.45	\$21.99		
685004	BEK	4/1 Gal	Jalapeno Peppers	\$12.99	\$51.99		
133046	BEK	6/5 lb	French Fries	\$1.08	\$34.20	\$32.05	
290119	BEK	6/12 CT	Hot Dog Buns	\$0.22	\$15.81		
143180	BEK	4/80 OZ	Nacho Cheese Sauce	\$12.44	\$49.74		
750167	BEK	200/6gm	Parmesan Shredded Cheese for Wings(\$14)				
	BEK		Dessert Products				
413620	BEK	1/8 LB	Funnel Cake Fries	\$6.31	\$50.49		
699280	BEK	64/1.25 OZ	Funyuns (Chips)	\$0.54	\$34.78	\$33.12	
407162	BEK	24/4 OZ	Muffins Blue Berry	\$1.32	\$31.77	\$31.77	
432361	BEK	107/3 OZ	Choc Chip Cokie	\$0.42	\$73.22		
674122	BEK	60/1.5 OZ	HV Ranch Dressing Packets	\$0.36	\$21.36	\$19.77	
291150	BEK	1/72 CT	Honey Buns Glazed	\$1.33	\$95.44		
	BEK		Condiments & Spices				
660816	BEK	30/20 OZ	Ketchup .14 per oz	\$2.79	\$83.62		
664418	BEK	12/12 OZ	Mustard Bottle	\$1.54	\$18.53	\$18.53	
774733	BEK	1/5LB	Black Pepper	\$10.09	\$50.47		
774410	BEK	1/5 LB	Season Salt Lawry	\$3.95	\$19.75	\$21.49	
674059	Heinz	200/12 GR	Mayonna PC Foil Pack	\$0.18	\$35.99		
774490	BEK	1/7.5 LB	Lemon Pepper Seasoning	8.10 Lb	\$60.82		
779178	KTH	1/35LBS	Shorting Clear Fry Liquid	\$1.51	\$52.84	\$51.98	
	BEK		Coffee Products				
639126	BEK	384/3 OZ	Coffee Creamer (Regular)	\$0.05	\$20.99		
639048	BEK	288/5 OZ	Coffee Creamer (French Vanil	\$0.05	\$20.99		
639047	BEK	384/3 OZ	Coffee Creamer (Hazelnut)	\$0.06	\$23.84		
675001	BEK	1/2000 CT	Sugar Packets	\$0.02	\$31.52		
675030	BEK	1/2000 CT	Equal Packets	\$0.02	\$32.99		
675018	BEK	1/2000 CT	Sweet & Low Packets	\$0.01	\$21.99		
	BEK		Paper Products				
881024	BEK	30/Rolls	Paper Towels	\$1.01	\$30.29		
872476	BEK	2/250 CT	Boats (3lbs)	\$0.05	\$26.87	\$24.68	
872435	BEK	2/250 CT	Boats (5lbs)	\$0.06	\$37.57	\$33.69	
	BEK		Soup Bags				

	DUNCANVILLE FIELDHOUSE PRODUCTS							
	Date of Inventory:	12/16/2022						
	Date Ordered:	12/16/2022						
		Vendor: Ben E Keith						
Product Need				Product On Hand				
1..812..	BEK	1 wrapped t'l astlc =,uaw						
811174	BEK	1/5 LBS	Beef Base	\$9.56	\$46.61			
872438	BEK	4/250CT	Boats (libs)	\$0.03	\$28.99			
384614	BEK	36/7.00 OZ	Pizza Cheese 7" W/Box	\$2.13	\$76.74	\$75.88		
384558	BEK	54/5.0 OZ	Pizza Cheese 5' Deep Dish	\$1.17	\$63.19	\$59.45		
871551	BEK	1/1000CT	Forks	\$0.04	\$42.67			
871166	BEK	1/1000CT	Knives	\$0.08	\$82.23			
871552	BEK	1/1000CT	Spoons	\$0.08	\$82.23			
840422	BEK	4/125 CT	Paper Plates (10 ¼)	\$0.10	\$47.99			
872721	BEK	1/500CT	Popcorn Scoop Box	\$0.20	\$101.13	\$44.55		
860043	Dart	40/25 CT	F Drink 12 oz White Cup	\$0.07	\$67.29			
812108	BEK	15/35 CT	Coffee Cups (16 oz)	\$0.18	\$94.99	\$111.87		
860060	BEK	40/25 CT	F Drink 16 oz White Cups	\$0.05	\$82.27	\$46.95		
860070	BEK	20/25 CT	F Drink 20 oz White Cups	\$0.12	\$57.56	\$54.30		
860055	BEK	10/100 CT	F Drink Lids 16oz-20oz		\$43.04	\$21.95		
813152	BEK	10/100CT	Coffee Lids	\$0.05	\$45.99			
128614	BEK	40/25 CT	Coffee Sleeve Plain	\$0.04	\$53.89	\$39.95		
118166	BEK	1/500CT	Wood Coffe Stirrer	\$0.02	\$17.99			
885087	BEK	24/802	Boil Out (Fryer Cleaner)					
815809	BEK	10/250CT	2oz clear cups	\$0.04	\$83.99	\$79.99		
815812	BEK	20/250CT	2oz clear lids	\$0.02	\$69.22	\$62.19		
812007	BEK	25/250CT	4 oz white cone paper cups	\$0.01	\$53.99			
129393	BEK	1/1000CT	Plastic Ice Bags ( Quart )		\$57.33	\$35.62		
488178	BEK	2/7.50 LB	Chicken Wings	\$5.47	\$81.99	\$42.33		
487130	BEK	2/5 Lbs	Chicken Tender	\$4.26	\$42.64	\$30.99		
7669724	BEK	2/2LTR	Decaf Coffee					
107633	BEK	2/2 LTR	Regular Coffee	\$63.70	\$120.58			
147747	BEK	24/1 CT	Pickles	\$0.91	\$24.55	\$21.62		
126330	BEK	24/250CT	Napkins	\$0.01	\$74.25	\$58.13		
883736	BEK	10/100CT	XL PF Glove		\$34.38	\$118.07		
116132	BEK	10/100CT	Medium PF Glove		\$29.99	\$118.07		
144183	BEK	6/1Gal	Bleach Ultra	\$2.45	\$20.88	\$14.69		
116604	BEK	9" 1/150	Foam HNGD Compartment	\$0.23	\$26.99	\$39.99		

12/15/2022

Vendor: Ben E Keith

1/20/2022

Product Number	PRODUCTS	Product On Hand Each (Green) LBS	Storage	Late Storage
Wing Sauces				
	Sweet Baby Ray Golden Barbecue		\$13.77	
112784	Sweet Baby Ray Buffalo	4/1 Gal	\$67.18	\$60.40
112783	Sweet Baby Ray Habanero		\$10.88	
119645	Sweet Baby Ray Honey Hot		\$10.73	
111922	Sweet Baby Ray Barbecue	12.15 Gal	\$51.49	\$48.59
112786	Sweet Baby Ray Kick.in Bourbon		\$10.98	
112790	Sweet Baby Ray Teriyaki		\$9.75	\$10.17
	Sweet Baby Garlic Parmesan	1/64oz	\$12.35	\$11.99
Candy Products				
	Musketeer	\$0.85	\$30.59	\$36.16
800308	Hershey Plan	\$0.83	\$35.26	\$29.93
80001	Peanut M&Ms	\$0.81	\$38.99	\$38.99
160664	Baby Ruth Bar	\$0.82	\$19.68	\$19.68
800603	Milk Way	\$1.00	\$36.16	\$36.16
800273	R. Good Bar	\$0.81	\$29.27	\$28.87
121827	M&Ms Plain	\$0.56	\$29.94	\$26.87
800022	Reece's PB Cup	\$0.98	\$35.26	\$31.99
800258	Sour Skittles	\$0.89	\$21.43	\$21.43
2342	Sour Patch Kids	\$0.71	\$16.91	\$23.12
102341	Sour Patch Watermelon	\$0.83	\$19.99	\$23.12
800251	Kit Kat	\$0.81	\$29.27	\$29.27
800084	Starburst	\$0.98	\$35.26	\$29.41
800330	Nestle Crunch	\$0.84	\$30.20	\$30.20
800262	Original Skittles	\$0.85	\$30.60	\$28.28
800023	Hershey Almond	\$0.83	\$29.91	\$24.99
800539	Sour Punch Straws Blue	\$1.45	\$34.88	
800605	Snickers	\$0.83	\$39.81	\$39.81
800264	Snickers Almond	\$0.91	\$21.78	\$21.78
148530	Butterfinger	\$1.00	\$36.11	\$29.53
800272	Twix	\$0.83	\$29.89	\$26.99
100861	Twizzler Strawberry	\$1.09	\$66.36	\$66.36
101506	Mike & Ike Original	\$1.67	\$19.99	\$19.29
800120	Airhead Xtreme Sour	\$0.72	\$12.97	
800198	Nerd Rope Sing	\$0.89	\$21.27	\$22.56
800276	Hershey Rolo	\$0.73	\$26.18	
101935	Milk Duds	\$1.15	\$13.82	
	Wm Wrigley Gummy Bears	\$1.70	\$20.35	\$18.99
	Speciality:			
859025	226			284
164				

Poocorn	\$1.35	\$36.9		
Popcorn	\$2.08	9	\$62.77	
Oil	\$0.76	\$72.9	\$23.99	
Oreos		2		
Bite size		\$27.2		
		2		

Page 5 of 6

772062	Ritz Bitz Cheese Crackers	\$0.49	\$23.67	\$21.59
	Chips:			
Q	Lays 1.5 oz	\$0.55	\$34.91	\$33.24

	12/15/2022	
	<b>Vendor: Ben F Keith</b>	1/20/2022
<b>Product Number</b>	<b>PRODUCTS</b>	<b>Product On Hand</b>
		<b>Each LBS    Green Storage    Cae Storage</b>
699274	Original Lays	\$0.57    \$36.17    \$33.24
699270	Nacho Cheese Doritos 1.75 oz	\$0.54    \$34.79    \$33.13
699293	Hot Cheetos Crunchy	\$0.49    \$31.15    \$32.99
699292	Original Cheetos 2 oz Crunchy	\$0.60    \$38.26    \$33.13
699267	Ruffle's Cheddar Sour Cream 1.5 oz	\$0.60    \$38.10    \$32.99
156129	Dorito Flamin' Hot Nacho	\$0.00    \$33.79
141176	Chester's Flamin' Hot Fries	\$0.56    \$35.69
699269	Dorito Cool Ranch	\$0.57    \$36.52
123848	Cheetos Puffs	\$0.90    \$26.75
699198	Sour Cream & Onion	
113500	Ruffles Queso Cheese	\$0.55    \$34.88
	Funyons Flamin' Hot	
699279	Cheetos Hot Flamin Limon Lss	\$0.57    \$36.57
101335	Smart White Cheddar Popcorn	\$0.56    \$35.96    \$34.24
	<b>Assorted Bars:</b>	
772511	Nutri Gran Soft Baked Blueberry	\$0.52    \$29.79
772513	Nutri Gran Soft Baked Strawberry	\$0.56    \$29.99    \$29.99
772510	Nutri Gran Soft Baked Apple Cinnamon	\$0.54    \$29.79





# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a Resolution of the City Council of the City of Duncanville, Texas, awarding a contract through RFP 22-0032 for Janitorial and Portal Services at the Duncanville Fieldhouse to Global Building Maintenance Inc. located in Dallas, Texas, in the unit amounts bid with an estimated expenditure amount of \$228,621.60.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Bart Stevenson, Director of Parks and Recreation**  
**Craig Brasfield, General Manager**

**BACKGROUND/HISTORY:**

The Duncanville City Council approved a two-year term bid for janitorial services at the Duncanville Fieldhouse with D&A Building Services Inc. of Dallas, Texas, at its November 20, 2018, regular meeting. The bid was for a two-year term with two one-year renewal options available. The Duncanville City Council approved the final one-year renewal options with D&A Building Services of Dallas, Texas, at its December 7, 2021, regular meeting. No renewal options remained, and the services were solicited by the city.

The Duncanville Fieldhouse held a mandatory pre-bid meeting on Monday, August 25, 2022, at 10:00 AM Central Time.

Completed bid requests were received prior to bid closing at 2:00 p.m. on September 15, 2022, for a two-year term for janitorial services at Duncanville Fieldhouse. Two (2) bids were received and opened.

The highlights of the two-year term bid include:

- Terms – two years.
- Renewals – Two (2) one-year renewal options are available.
- Termination – “without cause” termination included in the bid’s standard terms and conditions.
- Termination – with cause by City for default.

- Estimated 70,941 square feet (Gymnasiums 50,401 square feet) of janitorial cleaning coverage
- Day Porter Custodian services are available for day-to-day service provision at the City's request.
- Includes all labor, equipment, and janitorial supplies necessary for the performance of the work

**POLICY EXPLANATION:**

The services include the provision of labor, equipment and all janitorial paper products, chemicals, and supplies to furnish janitorial services for the Duncanville Fieldhouse. The scope of work, per prescribed frequencies of seven days per week includes, but is not limited to: nightly emptying and servicing of all waste receptacles; nightly cleaning of all occupied office areas; nightly dusting and cleaning of furniture; nightly cleaning, mopping and sanitizing of all restrooms; cleaning of the exterior areas; twice per year cleaning of interior windows; daily litter and trash removal in bleacher areas in both gyms; and daily "spot" mop cleaning of all gymnasiums. The agreement also provides for a "contractor" provided custodian (Day Porter Custodian) during event and operational periods during the week and on weekends with a specific schedule established by City staff each week. The bid had pre-determined evaluation criteria for the best value which was price, operational plan which includes qualifications, quality control program, and equipment and experiences/references. After further evaluation, the bid from Global Building Maintenance Inc. located in Dallas, Texas, in the amount of \$228,621.60 (\$114,310.80 annually), is considered the best value to the City. Local Government Code Chapter 252.043(a) allows cities options for goods or services to award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

**FUNDING SOURCE:**

**ORG and Object Number**

45601000-700450 for FY 2023

**Available Budget**

\$139,581.08

**Purchase Amount**

\$114,310.80

**After Encumber**

\$25,270.28

**ACTION ALTERNATIVES:**

1. Approve funding in the amount of \$228,621.60 over a two-year period to perform the Janitorial Services at the Duncanville Fieldhouse.
2. Do not approve funding for Janitorial Services at the Duncanville Fieldhouse.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2022-117 - Janitorial Services at Duncanville Fieldhouse - Pdf](#)

[Service Contract Agreement](#)

[Scope of Services](#)

[Fieldhouse Janitorial Info](#)

**RESOLUTION NO. 2022-117**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A CONTRACT THROUGH RFP 22-0032 FOR JANITORIAL SERVICES AT THE DUNCANVILLE FIELDHOUSE TO GLOBAL BUILDING MAINTENANCE, INC. LOCATED IN DALLAS, TEXAS, IN THE UNIT AMOUNTS BID WITH AN ESTIMATED TWO-YEAR TERM EXPENDITURE AMOUNT OF \$228,621.60; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is required to provide janitorial services at the Duncanville Fieldhouse within the City of Duncanville; and

**WHEREAS**, the City has obtained competitive sealed bids and recommends the award of the bid to the best value in the unit amounts bid as needed as per RFP# 22-0032; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to award the annual term bid to Global Building Maintenance Inc. located in Dallas, Texas, in the unit amounts bid as needed and authorize the execution of the necessary documents to procure said services.

**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 does hereby award the two-year term bid to Global Building Maintenance, Inc. for janitorial services at the Duncanville Fieldhouse, in the amount of \$228,621.60.

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

**SECTION 3.** This resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

Exhibit A



**ELECTRONICALLY DELIVERED**

October 26, 2022

Global Building Maintenance, Inc.  
2001 W. Northwest Hwy 130  
Dallas, TX 75220  
Attn: David Eom, Operations Director

Re: Notice of Intent to Award – RFP 22-0032 Janitorial and Portal Services

Dear David Eom,

The City has received, evaluated, and found your proposal for RFP 22-0032 Janitorial and Porter Services for the Fieldhouse, which is under the Parks and Recreation Department, responsive and responsible. In preparing to make a recommendation to the City Council for the award of the contract to Global Building Maintenance, we require the following:

1. Review and sign the attached Service Contract Agreement
2. A signed copy of Form 1295 obtained from the Ethics Commission website. A sample of the form is attached.

Provide the documents outlined above by the close of business on November 2, 2022.

Note that upon the award of the contract by the City Council, you will have 14 days to provide your bonds and the insurance certificates.

Sincerely,

A handwritten signature in black ink, appearing to read "Tayo Sokale", is written over a horizontal line.

Tayo Sokalé, CPPÖ, CPCM  
Chief Procurement Officer  
972-780-5058



Exhibit A

**THE CITY OF DUNCANVILLE**

Service Contract – RFP-22-0032

This service agreement ("Contract") is made as of the Effective Date by and between:

**Global Building Maintenance, Inc.**

**2001 W. Northwest Hwy 130**

**Dallas, TX 75220**

**Attn: David Eom, Operations Director**

hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

**Section 1. Scope of Services**

Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary services, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

**Section 2. Term of Contract**

The term of this Contract shall begin upon execution by the Parties and shall continue until completion of services, unless sooner terminated as provided herein.

**Section 3. Contractor Obligations**

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit A. Should OWNER require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of OWNER.
- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

**Section 4. Payment**

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not performed in a satisfactory manner based on the Scope of Services.



## Exhibit A

The total CONTRACTOR fee shall be as specified in Exhibit "A". OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER'S premises, arising out of CONTRACTOR'S performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

**Section 5. Responsibilities**

- A. CONTRACTOR shall be responsible for the quality/accuracy for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- B. Neither OWNER'S review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR'S negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of OWNER under this Contract are as provided by law.

**Section 6. Time for Performance**

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with OWNER'S requirements. As time is of the essence of this Contract, such services shall be completed on date as specified letter of authorization of each request after receiving a letter of authorization of request from OWNER to CONTRACTOR.
- B. In the event CONTRACTOR'S performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation because of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

**Section 7. Documents**

- A. OWNER shall own, have, keep, and retain all rights, title, and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all project documents, whether in draft form or final form, which are produced at OWNER'S request and in furtherance of this Contract. OWNER shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended.

**Section 8. Termination**

- A. OWNER may suspend or terminate this Contract for cause or without cause at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering contracts for assistance, supplies, facilities or material in connection with this contract and shall proceed



Exhibit A

to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made based on goods or services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to OWNER.

- B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER shall have the option of terminating this Contract and CONTRACTOR'S services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

**Section 9. Assignment**

CONTRACTOR shall not assign or sublet this Contract, or any part thereof, without the prior written consent of OWNER.

**Section 10. Applicable Laws**

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

**Section 11. Execution becomes Effective**

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and OWNER.

**Section 12. Contract Amendments**

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

**Section 13. Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Section 14. Independent CONTRACTOR**

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR'S actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

**Section 15. Notice**

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

Exhibit A

If to OWNER:

City of Duncanville  
Attn: Tayo Sokale,  
Chief Procurement Officer  
PO Box 380280  
Duncanville, TX 75138  
(972) 780-5058  
[omotayo.sokale@duncanville.com](mailto:omotayo.sokale@duncanville.com)

If to CONTRACTOR:

Global Building Maintenance, Inc.  
2001 W. Northwest Hwy 130  
Dallas, TX 75220  
Attn: David Eom, Operations Director  
972-620-7338  
[david@gylaninc.com](mailto:david@gylaninc.com)

**Section 16. Exhibits**

The exhibit attached hereto are incorporated herein and made a part hereof for all purposes.

**Section 17. Survival of Obligations**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period following the termination of this Contract shall survive termination.

**Section 18. Prohibition of Boycott of Israel**

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

**Section 19. Business Prohibitions**

- A. By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.
- B. CONTRACTOR certifies and verifies that (1) neither CONTRACTOR, nor any affiliate, subsidiary, or parent company of CONTRACTOR if any (the "CONTRACTOR Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) CONTRACTOR agrees that CONTRACTOR and CONTRACTOR Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.
- C. CONTRACTOR certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. CONTRACTOR further certifies and verifies that neither CONTRACTOR, nor any affiliate, subsidiary, or parent company of CONTRACTOR, if any (the "CONTRACTOR Companies"), boycotts energy companies and CONTRACTOR agrees that CONTRACTOR and CONTRACTOR Companies will not boycott energy companies during the term of this agreement pursuant to the



## Exhibit A

provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

**Section 20. Insurance**

- A. CONTRACTOR shall provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR'S operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for anyone (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for anyone (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, and OWNER as an added insured showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville  
Attn: Tayo Sokale,  
Chief Procurement Officer  
P.O. Box 380280  
Duncanville, TX 75138  
(972) 780-5058  
[Omotayo.sokale@duncanville.com](mailto:Omotayo.sokale@duncanville.com)

and shall further indicate that each policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to Contractor by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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

**Section 21. Indemnification for Injury and Performance**

## Exhibit A

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

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

**Section 22. Indemnification for Unemployment Compensation**

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR'S employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

**Section 23. Indemnification for Performance**

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Contract.

**Section 24. Funding and Non-Appropriation Clause**

CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

**Section 25. Revisions of Scope of Work and Workplan**

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by OWNER, as OWNER may deem necessary. In such event, OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time



Exhibit A

involved in all phases of the work.

**Section 26. Right to Inspect Records**

CONTRACTOR agrees that OWNER shall, until the expiration of one (1) year after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate workspace to conduct audits in compliance with the provisions of this section. OWNER shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractor agrees that OWNER shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor or subcontractor involving transactions to the subcontract and further, that OWNER shall have access during normal working hours to all subcontractors or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. OWNER shall give the subcontractors or subcontractor reasonable advance notice of intended audits no less than 3 business days.

**Section 27. Successors and Assigns**

OWNER and CONTRACTOR each bind's itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

**Section 28. Disclosure**

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

**Section 29. Employment Verification**

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.**

**Section 30. Default**

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Exhibit A

**Section 31. Headings**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**Section 32. Equal Employment Opportunity**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

**Section 33. Entire Contract**

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.


IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the

26 day of October, 20 22.

City of Duncanville, Texas  
Owner

(Company Name) Global Building Maintenance Inc  
Contractor

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Ky Kim  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

Exhibit A

### **EXHIBIT A**

All services shall be performed in a manner and at such times so as not to conflict, interrupt, or inconvenience the Fieldhouse, its occupants or visitors. All work shall be scheduled at the convenience of the Fieldhouse as not to interfere with the Fieldhouse conduct of business, occupants or visitors. The Fieldhouse reserves the right to approve and make suggested changes to the schedule set up by the contractor.

#### **1.1 Detailed Fieldhouse Specifications**

**Location:** Duncanville Fieldhouse, 1700 S. Main Street, Duncanville, TX 75137

**Building Information:** Approximately 70,941 Square Feet

Number of Stories: Two

Occupants: Fieldhouse & Special Event Personnel, Athletes, Parents, Coaches, Spectators, Rental Tenants

Use: Special Events - Basketball, Volleyball, Jiu-Jitsu, Cher & Dance, Etc.

Suite Rental - Basketball, Volleyball, Dance, Fitness, Wellness, Etc. .

Official Working Hours: Facility is occupied: Monday - Sunday, 9:00 am to 9:00 pm

June, July, Aug.: Monday - Friday, 6:00 am to 9:00 pm

Monthly Porter Services Hours Projections (includes Summer Camp)

○ Oct – 126	Nov – 124	Dec – 95	Jan - 188
○ Feb – 168	Mar – 180	Apr – 195	May - 226
○ Jun – 512	Jul – 490	Aug – 201	Sept - 143

**2,710 Approximately Total Hours**

Building Statistics\*

Restrooms	1,927 SF
Locker rooms	3,000 SF
Vinyl Composition Tile	4,813 SF
Carpet	10,800 SF
Gymnasium wood area	50,401 SF

Restroom Infrastructure 12 toilets; 3 urinals downstairs; 6 toilets; 2 urinals upstairs.

Locker-room Infrastructure 9 toilets; 5 urinals.

\*The above figures are best estimates only and are not precise and are included in the specifications only for the Contractor's information and should not be considered as a replacement for the site examination during the pre-bid conference and walk-thru.

No service required in the following areas: See attached Fieldhouse Map.



## Exhibit A

Suite #'s: 101A, 101B, 108, 110, 114, 116, 118, 119, 120, 124, 125, 130, 131, 139, 140, 145, 146, 157, 158, 204, 205, 207, 208, 209 and 210.

### 1.2 Hours of Cleaning

Monday through Sunday, (7 days per week), with required nightly janitorial/ cleaning crew reporting to the facility at 9:00 P.M. Central Time (no sooner, no later).

## 2.0 DAY PORTER SERVICE

Day Porter service will be scheduled for all Fieldhouse events, which primarily occur on weekends. The actual work schedule and number of porters necessary for events will be provided by the Fieldhouse General Manager weekly 48 hours prior to event start time. Day Porters are always expected to be professional and courteous while on duty at the Duncanville Fieldhouse. Fieldhouse management does not encourage Porter's performing janitorial work at the end of the day, instead, Contractor shall engage a different set of employees for nightly janitorial duties.

The Day Porter's daily duties include but are not limited to:

- 1) Monitoring and maintaining all Fieldhouse restrooms, which are to remain clean during special events including mirrors, sinks, countertops, floors (swept, clean and dry), as well as restocking hand towels, toilet paper, and refilling soap dispensers.
- 2) Spot clean spills and remove trash as needed in the Fieldhouse gyms, lobby and all meeting rooms to maintain a well-kept space for our guests.
- 3) Always keeping both Fieldhouse entryway areas clean including picking up trash, emptying trash bins, sweeping and mopping as needed as well as keeping windows clean.
- 4) Maintain the cleanliness of the Grill seating and patio areas including tables, chairs and floors, keeping trash levels down and sweeping and mopping the floors as needed during event hours.
- 5) Immediately reporting any building maintenance issues to a Fieldhouse Building Attendant.
- 6) For special events, a certain gender for Porter may be requested. (i.e. volleyball tournament may require female Porters).
- 7) Maintaining the court floor when no dust mopping is required, but during volleyball, cheer & dance, karate events. (i.e. clean up spills on courts during these types of events where courts are being used).
- 8) And other relevant duties as requested by the General Manager through the established channels.

### 2.1 OCCUPIED AREAS Services Performed Nightly (Or Daily)

1. Dust and wipe clean with damp or treated cloth all Café furniture, fixtures, paneling, windowsills, and other horizontal surfaces.
2. Damp wipe and polish all glass furniture tops nightly.
3. Remove all finger marks, smudges, and food spills from all vertical surfaces, including doors, frames, around light switches, private entrance glass, walls and partitions.
4. Dust tops of TV, wall hangings and other wall accessories.
5. Sweep/Dry-mop non-carpeted floors, including stairs, party rooms, and landings. Damp mop floors and stairs with clean water and solutions required by manufacturer's standards. Remove all foreign substances such as gum and candy.
6. Spot clean all hard surface walls to hand height of fingerprints, dust, soil, gum, etc., utilizing clean water or solutions required by manufacturer's standards.
7. Vacuum entire carpeted area (wall to wall), including elevators, beyond normal traffic lanes including under and around all furniture. Care should be taken not to bang walls when

Exhibit A

removing furniture. Spot clean all carpets. Remove stains, deposits, gum, and spills.

8. Wipe clean all tables, counters, and shelves.
9. Discard only the contents in the waste containers.
10. Occupant doors found locked upon arrival are to be locked after the area has been cleaned.
11. At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
12. Spot clean light switches. Remove fingerprints from switches and adjacent walls. Lights are to be turned off upon completion of cleaning unless the work space is occupied.
13. Spot wash all glass, including partitions, doors, and inside of interior glass windows, interior and exterior of entrance glass and adjoining windows.
14. Organize, arrange lobby furniture to provide uniform appearance.
15. Clean all Café counters, trash receptacle covers, tables, chairs and wash tabletops.
16. Clean microwave ovens, (The Store Area Only) removing interior and exterior spills and food residue.
17. Wipe up any spills on inside and outside of trash containers.
18. Wipe fronts doors of cabinets in the lobby and Café area.
19. Collect trash from exterior entrances to the building as well as the parking lot leaving trash receptacles with emptied and with clean liners.

**Services Performed Quarterly**

1. Dust/clean all heating and air conditioning vents and louvers.
2. Clean light fixture diffusers to remove dust and prevent cobwebs.

**2.2 RESTROOMS**

**Services Performed Nightly**

1. Mop all hard surface floors with an approved disinfectant detergent solution.
2. Clean all mirrors, chrome and stainless steel. Polish to a shine.
3. Wash and disinfect all wash basins, urinals, toilet bowls to remove stains and clean the underside of the rims on urinals and bowls including flush holes. All urinals shall be fitted with a disposable screen containing a scented block. The scented block will be replaced when dissolved.
4. Wash both sides of toilet seats with a disinfectant detergent solution and wipe dry.
5. Damp wipe with a disinfectant, all partitions, tile, walls, and outside surfaces of all dispensers, including soap dishes and receptacles, to remove stains, streaks, watermarks, and soil.
6. Empty and sanitize all receptacles and sanitary napkin disposals, thoroughly clean and wash with disinfectant at least once a week, replace liners.
7. Fill toilet tissue, soap, paper towel dispensers. Contractor to maintain a back-up of these supplies in the janitorial closet that will fill all dispensers.
8. Clean flushometers, piping, toilet seat hinges, and other metal. Polish to a shine.
9. Wipe down shower walls, floors, curtains and fixtures with disinfectant solution. Remove soap and mineral deposits. Showers should be cleaned with germicidal detergent and free of soapy water residue build-up.

Exhibit A

10. Clean restroom entrance doors. Remove hand soil and smudges.
11. Dust ledges and doors. Spot clean light switches, doors and walls.

#### **Services Performed Monthly**

1. Vacuum all louvers, ventilating grills, vents, and light fixtures to remove dust and prevent cobwebs.
2. Wash all walls, partitions, tile, light fixtures and enamel surfaces from ceiling to floor.
3. Dust all locker tops, partition tops, dispenser tops and other horizontal surfaces.
4. Fill floor drain with water and pour a capful of enzyme bacteria product weekly in drains.

### **2.3 PUBLIC AREAS**

#### **Walls**

Service performed as necessary:

1. Dust
2. Spot clean
3. Wash thoroughly
4. Corner and edges of floor shall be swept or vacuumed to remove all dirt and dust.

#### **Ceilings**

Services performed as necessary:

1. Dust

#### **Services performed weekly:**

2. Remove all cobwebs, floor to ceiling.

#### **Services performed monthly:**

3. Dust all wall surfaces, floor to ceiling.

#### **Glass**

#### **Services performed nightly:**

1. Spot clean glass entrance doors and adjacent glass panels nightly, inside and out.
2. Remove graffiti.
3. Twice yearly (July and January) completely clean all windows (interior side).

#### **Doors**

#### **Services Performed Nightly:**

1. Wood and metal doors including frames and jams: dust, wash and polish to remove smudges and soil.

#### **General and Miscellaneous**

1. Sweep and/or shake out entrance mats nightly.

**2.4 FLOOR MAINTENANCE**  
**Services Performed Nightly**

1. Vacuum carpeted areas, including stairs.
2. Dust mop (treated) or sweep all tile floors including stairs.
3. Damp mop all tile flooring (rest rooms with disinfectant solution).
4. Spot clean small carpet spills and stains.
5. Dust mop/sweep all concrete flooring. Spot mop spillage.

**2.5 GYMNASIUM AND VOLLEYBALL COURT AREA (GREEN AND BLUE GYM)**

**Services Performed Semi-Annually**

1. Twice a year, (July and January) Completely clean all windows (Interior Side).



**REQUEST FOR BID**  
ISSUED BY  
**THE CITY OF DUNCANVILLE**  
PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

Exhibit A

**SOLICITATION NO: RFB 22-0032 (Best Value)**

**TITLE: PORTER and JANITORIAL SERVICES-  
DUNCANVILLE FIELDHOUSE  
PARKS & RECREATION**

**DATE ISSUED: AUGUST 17, 2022**

An original, signed, sealed, Offer to furnish the goods and/or services set forth below will be received at the place indicated below, until:  
**2:00 PM, local time, THURSDAY, SEPTEMBER 15, 2022**

**NOTICE:** When used in Request for Bids, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**BID DELIVERY ADDRESS:**

CHIEF PROCUREMENT OFFICER  
PROCUREMENT OFFICE, FISCAL SERVICES DEPARTMENT  
CITY OF DUNCANVILLE, TX  
203 E. WHEATLAND ROAD  
DUNCANVILLE, TEXAS 75116

**FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:**  
Tayo Sokale, CPPO, CPCMC  
Telephone: [972] 780-5058 Email: [purchasing@duncanville.com](mailto:purchasing@duncanville.com)

**EXPIRATION OF OFFERS**

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers. All offers shall expire on the 120<sup>th</sup> day after the offers are open unless the City of El Duncanville requests an extension of the offers in writing and the offeror agrees to extend in writing.

<b>AMENDMENTS TO SOLICITATION</b>							
Receipt of all numbered amendments to Solicitations must be acknowledged.							
<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001		A002		A003		A004	
A005		A006		A007		A008	

**OFFER SUBMITTED BY**

**Global Building Maintenance, Inc**  
COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE (ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

**2001 W. Northwest Hwy 130**  
STREET ADDRESS

**Dallas, TX 75220**  
CITY, STATE, and ZIP CODE

**972-620-7338**  
TELEPHONE NUMBER

**david@gylaninc.com**  
E-MAIL ADDRESS

**OFFER EXECUTED BY [PLEASE PRINT]**

**David Eom/Operations Director**  
NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

*David Eom*  
SIGNATURE AND DATE OF OFFER

WITHOUT AN **ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENTS BINDING THE OFFEROR, THE OFFER WILL BE REJECTED**

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF DUNCANVILLE, TX.

Page 1

REQUEST FOR BID  
ISSUED BY  
**THE CITY OF DUNCANVILLE**  
PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

Exhibit A

**EXHIBIT A  
BID FORM**

FIRM:- Global Building Maintenance, Inc	
PHONE NO: 972-620-7338	
EMAIL: david@gylaninc.com	
REPRESENTED BY: David Eom	TITLE: Operations Director
SIGNATURE: <i>David Eom</i>	DATE: 09/13/2022

The Contractor must complete this "Bid Form" without deviation from the required format. Do not re-type the form or alter the form in any manner.

Field House Approximate Porter Hours: 2,700

2 (# of Porters) x \$ 15.00 (Hourly Rate) = \$ 30.00 Weekly Rate

\$ 30.00 Weekly Rate x 4.35 = \$ 130.50 Monthly Rate

.....  
\$ 202.00 (Daily Rate) x 7 (Days) = \$ 1,414.00 Weekly Rate

\$ 1,414.00 Weekly Rate x 4.35 = \$ 6,150.90 Monthly Rate

(A) Designation	(B) Hours/ Month	(C) Hourly/Rate	(D1)=(CxB) Price Per Month	(E1)=(D1x12) Annual Rate
Porter Services	225	\$15.00	\$3,375.00	\$40,500.00
(A) Designation	(B) Week/ Rate	(C) Daily/Rate	(D2)=(CxB) Price Per Month	(E2)=(D2x12) Annual Rate
Janitorial Services	\$1,414.00	\$202.00	\$6,150.90	\$73,810.80
Total			(D1)+(D2)	(E1)+(E2)
			\$9,525.90	\$114,310.80

**REQUEST FOR BID**  
**ISSUED BY**  
**THE CITY OF DUNCANVILLE**  
**PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT**

**EXHIBIT B**  
**QUALIFICATIONS AND REFERENCES QUESTIONNAIRE**

1. List the names that the bidder currently, has, or anticipates operating under, including the names of related companies presently doing business.
Global Building Maintenance, Inc
2. List the names of companies, firms or organizations that own any part of your organization.
Global Building Maintenance, Inc
3. Years in business: 12 years
4. In the past ten years, has bidder ever terminated or been terminated from a similar contract?
(If yes, provide details on a separate sheet).
No
5. Is the bidder currently in any litigation or contemplating litigation?
(If yes, provide details on a separate sheet).
No
6. In the past five years, has bidder ever refused to enter into a similar contract for which it was awarded? (If yes, provide details on a separate sheet).
No
7. Provide a brief description of bidder's managerial structure including name and title of key personnel. This information may be submitted on a separate sheet.
Key personnel resumes has been attached
8. Provide a brief description of bidder's managerial structure including name and title of key personnel. This information may be submitted on a separate sheet.





# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a Resolution approving the fourth and final renewal of Contract 19-001 with Yunex, LLC, for traffic signal maintenance with an estimated expenditure amount of \$164,441.00.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Jacqueline R. Culton, PE, MBA, Interim Director of Public Works**  
**John Borchardt, Traffic Operations Superintendent**

**BACKGROUND/HISTORY:**

The City of Duncanville has utilized annual term bids for traffic signal maintenance services for over three decades. The contracted work involves routine large-scale construction and maintenance activities outside the abilities of the Traffic Operations Division. In 2006, an annual Traffic Signal Maintenance Program was initiated to maintain and upgrade our infrastructure proactively.

The current contract with Yunex LLC, formerly Siemens Mobility, Inc., was awarded by Council on November 20, 2018, with options to renew for four, one-year terms. This is the final year of four renewal options associated with this contract and will be effective November 27, 2022, through November 26, 2023. On July 1, 2021, Siemens Mobility, Inc. transferred its Intelligent Traffic Systems ("ITS Business") in the United States to Yunex, LLC. This included the transfer of all contracts pertaining to Siemens Mobility's ITS Business, including Contract 19-001, which was approved by Council on September 20, 2022.

Siemens, the parent company of Yunex, LLC, is headquartered in Germany but has provided traffic management and maintenance services in Texas for over 15 years with locations in Dallas and Houston. In addition to traffic signal maintenance services, Yunex, LLC provides automation, building technologies, drive technology, energy, and mobility services. Siemens has provided traffic signal maintenance services for the City for the past four years with an excellent service record.

**POLICY EXPLANATION:**

This annual term contract renewal is for labor and heavy equipment to install, maintain, and repair existing signalization infrastructure at traffic signal locations throughout the City on an as-needed basis. This is the final year of four renewal options associated with this contract.

**FUNDING SOURCE:****ORG and Object Number**

01066300-700450

**Available Budget**

\$370,550.48

**Purchase Amount**

\$164,441.00

**After Encumber**

\$206,109.48

**ACTION ALTERNATIVES:**

1. Approve the fourth and final renewal of Contract 19-001 with Yunex, LLC for traffic signal maintenance with an estimated expenditure amount of \$164,441.00.
2. Approve funding in a different amount.
3. Do not approve funding.
4. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2022-119 - Yunex LLC Contract Renewal with Exhibits](#)

**RESOLUTION NO. 2022-119**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE FOURTH AND FINAL RENEWAL OF CONTRACT 19-001, WITH YUNEX LLC FOR TRAFFIC SIGNAL MAINTENANCE, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$164,441.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City is required to provide a safe, reliable, and efficient traffic signalization system within the City of Duncanville; and

**WHEREAS**, such system requires routine maintenance services; and

**WHEREAS**, the City awarded Contract 19-001, Traffic Signal Maintenance Services, to Siemens Mobility, Inc. on November 20, 2018, with four optional one-year renewal terms; and

**WHEREAS**, on July 1, 2021, Siemens Mobility, Inc. transferred its ITS (Intelligent Traffic Systems) Business to Yunex LLC, which included the transfer of all contracts pertaining to Siemens Mobility's ITS Business, including Contract 19-001 for Traffic Signal Maintenance; and

**WHEREAS**, Yunex LLC assumed the terms and conditions of Contract 19-001; and

**WHEREAS**, the City desires to exercise the option to renew the contract for the fourth and final one-year renewal term, effective November 27, 2022, through November 26, 2023.

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

**SECTION 1.** The City Council of the City of Duncanville hereby authorizes the fourth and final one-year renewal term of contract 19-001 with Yunex LLC for traffic signal maintenance, attached hereto and incorporated herein as Exhibit "A," within an estimated expenditure amount of 164,441.00.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

Exhibit A

**ELECTRONICALLY DELIVERED**

November 16, 2022

Yunex LLC, (Vendor No. 5802)  
 9225 Bee Cave Road, Building B  
 Austin, TX 78733  
 Attention: Frank Werner

**Re: Contract IFB 19-001 Traffic Signal Maintenance Renewal Option**

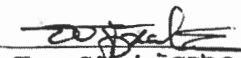
Dear Mr. Werner,

The above referenced contract expires on November 26, 2022. The City is offering you an option to renew for an additional one (1) year period through November 26, 2023. This is the last of the renewal options.

If you are interested in exercising this renewal option under the same terms, conditions, and pricing, then please sign the attached Agreement to Renew Contract. Please return to me, via email, as soon as possible.

Should you have any questions, please don't hesitate to contact me at (972) 780-5058 or via email.

Thanks,


  
 Tayo Sokale, CPPO, CPCM  
 Chief Procurement Officer  
 972-780-5058

Yunex LLC consents to having contract IFB 19-001 Traffic Signal Maintenance renewed for the period of November 27, 2022, through November 26, 2023, under the contract terms and conditions

**City of Duncanville, Texas**  
 Owner

Yunex LLC  
 Contractor

\_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Signature

Page 3 of 7

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5058 P | omotayo.sokale@duncanvilletx.gov



\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*Frank Werner*  
\_\_\_\_\_  
Printed Name

*Commercial Service Manager*  
\_\_\_\_\_  
Title

## Exhibit B



May 26, 2021

Ms. Shiela Backer  
City of Duncanville  
203 E. Wheatland Road  
Duncanville, TX 75116

**RE: Transfer of Siemens Mobility Contracts from Siemens Mobility, Inc. to Yunex LLC**

Dear Ms. Backer,

On November 12, 2020, Siemens AG ("Siemens") announced that in the course of Siemens Mobility's continued development, the unit Intelligent Traffic Systems ("ITS Business") will be carved out worldwide by the end of fiscal 2021 into separately managed entities under the new brand name Yunex Traffic. Transferred into separate companies, the ITS Business will be able to further pursue its growth strategy, shape the digital transformation of its industry and actively drive market consolidation. In this connection, the unit will leverage its market-leading position in installed systems and drive advances in digitalization.

Offering innovative, smart, and comprehensive mobility solutions for roads and cities, the ITS Business is the world's only supplier of solutions serving all the main regional standards worldwide. Most recently, the unit generated revenue of about €600 million. Since 2013, the compound annual growth rate for orders has totaled eight percent.

In the context of this global carve-out, Siemens Mobility, Inc. (hereinafter "Siemens Mobility") will transfer its ITS Business in the United States to Yunex LLC on July 1, 2021.

The transfer of Siemens Mobility's ITS Business to Yunex LLC includes the transfer of all contracts pertaining to Siemens Mobility's ITS Business, including the following contract(s) between Siemens Mobility and you:

**Traffic Signal Maintenance**

All contract appendices as well as all rights and obligations are included in the contract transfer.

In the event that a contract cannot be transferred, Yunex LLC shall, from July 1, 2021 on, fulfill obligations arising out of such contract as a subcontractor acting on behalf of Siemens Mobility.

To the extent required by the contract referenced herein, this letter seeks your consent to the contract transfer and assignment and satisfies any notice requirement with respect thereto. This letter does not confer any new rights (including any right to consent to or to receive prior notice of the transfer and assignment) that do not currently exist under the contract.

We kindly ask you to consent to the transfer and assignment of the contract to Yunex LLC. Furthermore, we ask you to waive any and all rights that the contract might possibly grant due to changes in the shareholder structure of the legal entity holding the contract. Please sign and send back the enclosed declaration of consent.





In addition, we would like to inform you about the following:

Bank account details for Yunex LLC:



We would ask you to please use these new bank account details only after July 1, 2021.

The employer identification number for Yunex LLC is [REDACTED].

If you currently have (an) exemption certificate(s) on file with Siemens Mobility, Inc. will receive an email from [fts\\_us\\_tax\\_exemptions.us@siemens.com](mailto:fts_us_tax_exemptions.us@siemens.com) requesting updated exemption certificate(s) to be issued to Yunex LLC through Avalara's CertCapture tool with their unique link to populate their exemption form online or upload their prepopulated form. Exemption certificates not received by July 1, 2021, will result in taxes being included in invoices.

We are also currently in the process of reapplying for any required Contractor's Licenses in our regions of operation under Yunex LLC. While we kindly ask you to provide us with the signed consent form at your earliest convenience, the assignment of your contract will only take place once the required licenses are in place.

Please use the following contact details for correspondence relating to contractual relationships:

Yunex LLC  
Attn: Anchal Bansal  
9225 Bee Cave Road  
Building B, Suite 201  
Austin, TX 78733, USA  
Phone: +1 770-598-4705  
E-mail: [anchal.bansal@siemens.com](mailto:anchal.bansal@siemens.com)

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely yours,

Siemens Mobility, Inc.

A blue ink signature of Steven Teal, consisting of a stylized 'S' and 'T'.

Steven Teal

A blue ink signature of Anchal Bansal, written in a cursive style.

Anchal Bansal

Attachment: Declaration of Consent



From:

Ms. Shiela Backer  
City of Duncanville  
203 E. Wheatland Road  
Duncanville, TX 75116

To:

Yunex LLC  
Attn: Anchal Bansal  
9225 Bee Cave Road  
Building B, Suite 201  
Austin, TX 78733, USA

**RE: Transfer of Siemens Contracts from Siemens Mobility, Inc (hereinafter "Siemens Mobility")  
to Yunex LLC**

Dear Ms. Bansal,

We hereby confirm that we have read and understood the information in the letter from Siemens Mobility dated May 26, 2021.

We consent to the transfer of the contract pertaining to Siemens Mobility's ITS Business between us and Siemens Mobility to Yunex LLC, as specified in the aforementioned letter from Siemens Mobility. We hereby waive any and all rights that the contract grants to us for the case of changes in the shareholder structure of the legal entity holding the contract.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider Adopting an Ordinance of the City of Duncanville, Texas, Amending the Code of Ordinances by Amending Chapter 16A "Sign Guidelines", Article VIII "Rules for Specific Sign Types", Section 16A-35 "Political and Election Signs"

**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:**

**Janie Willman, City Secretary**  
**Robert E. Hager, City Attorney**

**BACKGROUND/HISTORY:**

The City of Duncanville's signage related to Political and Election Signs as defined in the City of Duncanville's Code of Ordinances. The evolution of the requirements are based on local practices, former standards as defined in the City's City's Code of Ordinances, and are now affected by the changes in the Texas Election Code and as promulgated by the Texas Ethics Commission.

The City Attorney working with City Secretary staff have defined a need to revise language related to Political and Election Signs on Private Property, on Public Property/right-of-way and Elections signs at polling locations.

**POLICY EXPLANATION:**

The City of Duncanville's signage related to Political and Election Signs as defined in the City of Duncanville's Code of Ordinances. The evolution of the requirements are based on local practices, former standards as defined in the City's City's Code of Ordinances, and are now affected by the changes in the Texas Election Code and as promulgated by the Texas Ethics Commission.

The City Attorney working with City Secretary staff have defined a need to revise language related to Political and Election Signs on Private Property, on Public Property/right-of-way and Elections signs at polling locations.

**FUNDING SOURCE:**

**ORG and Object Number**

N A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

1. Approve the Ordinance
2. Do not approve the Ordinance
3. Other actions as directed by Council.

**ATTACHMENTS:**

[20221130-Duncanville.ORD Amending Chapter 2 - Section 16A-35 Political and election signs](#)

**ORDINANCE NO. 2022-2464**

**AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16A “SIGN GUIDELINES”, ARTICLE VIII “RULES FOR SPECIFIC SIGN TYPES”, SECTION 16A-35 “POLITICAL AND ELECTION SIGNS”, BY AMENDING SUBSECTIONS (b) ‘PUBLIC PROPERTY/RIGHT-OF-WAY BY REMOVING THE WORD ‘OR’ AND SUBSECTION (c) “ELECTION SIGNS AT POLLING PLACES” BY DELETING ‘POLITICAL SIGNS’ IN SECTION 16A-35(C) (1) (A); PROVIDING A PENALTY CLAUSE; AND PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.**

**WHEREAS**, the City of Duncanville, Texas (the “City”) desires to amend their political and election signs section; and

**WHEREAS**, the City Council finds that it is necessary to amend said changes; and

**NOW, THEREFORE, BE IT ORDAINED 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 and amends the Code of Ordinances, Chapter 16A “Sign Guidelines”, Article VIII “Rules for Specific Sign Types”, Section 16A-35 “Political and Election Signs” by deleting ‘political signs’ in Section (C) (1) (a) Election signs at polling places, to hereinafter read as follows:

**“CHAPTER 16A – SIGN GUIDELINES**

**ARTICLE I. – GENERAL PROVISIONS**

.....

**ARTICLE VIII. – RULES FOR SPECIFIC SIGN TYPES**

Sec. 16A-23. – Banners.

.....

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

(a) Private property

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

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

(c) Election signs at polling places.

(1) Election signs at polling locations.

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

....”

**SECTION 2. *Severability.*** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 3. *Amendment of Ordinances.*** That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 4. *Savings Clause.*** All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts. Any persons serving on any boards or commission provided in this Ordinance shall continue to service until their respective terms expire, they resign and their replacement and appointment.

**SECTION 5. *Effective Date.*** This Ordinance shall become effective from and after its date of passage in accordance with law.

**SECTION 6. *Open Meeting.*** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**DULY ORDAINED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20<sup>th</sup> day of December, 2022.

**APPROVED:**

\_\_\_\_\_  
Barry L. Gordon, Mayor

**ATTEST:**

\_\_\_\_\_  
Janie Willman, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney





# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a Resolution authorizing the application and acceptance of a Dallas County Municipal First Responder Mental Health Program (FRMHP) grant for Duncanville First Responders, including fire and police personnel.

**Vision Statement:**

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

**STAFF RESPONSIBLE:**

**Mark LiVigni, Chief of Police**

**BACKGROUND/HISTORY:**

On November 1, 2022, Dallas County Commissioners Court approved the rollout of the Dallas County Municipal First Responder Mental Health Program (FRMHP), funded by the American Rescue Plan Coronavirus State & Local Fiscal Recovery Funds. At a time when both demand and suicide rates for this population are increasing, life-saving mental health support services are critical for post-pandemic recovery efforts; this program allocates a one-time Federal grant to Dallas County municipalities for the purpose of providing mental health and peer support services to first responders located within Dallas County.

Resources and documents for this program are attached (Attachment 1), including the municipal allocations, program outline, and required certification form. A total \$1,000,000 allocation is being applied toward this mental health initiative, of which, \$29,252.00 is allocated for the City of Duncanville First Responders. A per capita formula was crafted to calculate the allocation available to each potential grantee (eligible Dallas County municipality). There is no City match for this grant.

The City of Duncanville First Responders participated in the First Responder Resiliency Group, a regional grant funded since 2019. However, the grant was not renewed.

**POLICY EXPLANATION:**

For those interested in participating, the first step is to request program acceptance by completing and submitting the First Responder Mental Health Program certification form and supporting documentation.

Supporting documentation must include a program budget and narrative justification for the receipt of award funding. All funding requests must be in accordance with the [Federal Uniform Administrative Guidance for Federal Awards](#) and the [U.S. Department of the Treasury ARPA CSLFRF](#) eligible uses of funding. Examples of allowable uses of ARPA funds for mental health and behavioral health services

can be found on page 15 of the [U.S. Treasury's Overview of the Final Rule](#). Town and/or Cities interested in a First Responder Mental Health Program allocation should submit their completed certification form and accompanying documentation no later than December 31, 2022 to indicate their interest in the program.

All program participants will be required to submit a Dallas County ARPA Subrecipient Agreement and/or a completed attestation form based on the requested grant amount. All funding awards will be on a reimbursement basis and will be subject to the receipt of complete, timely, and accurate reports. Please note that project periods may not exceed 24 months and must expire on or before November 15, 2024.

Approval of this item, as noted, requires:

1. Establishing a project code for the grant under fund 013 for the revenue reimbursement expected and the expenditures in the amount up to \$29,252.00.
1. A budget revision will be presented to city council to approve the increase in both revenues and expenditures in Grant Fund-013.
2. Quarterly reporting for reimbursement

#### **FUNDING SOURCE:**

##### **ORG and Object Number**

013 and 700450

##### **Available Budget**

TBD

##### **Purchase Amount**

\$29,252.00

##### **After Encumber**

TBD

#### **ACTION ALTERNATIVES:**

1. Approve applying for and accepting the grant.
2. Do not approve applying for and accepting the grant.
3. Other actions as directed by Council.

#### **ATTACHMENTS:**

[Attachment 1 -Dallas County FRMH Program Outline & Municipal Allocations](#)  
[20221216-Duncanville.RESO approving Subrecipient Agreement with Dallas County-132820](#)



ATTACHMENT 1

# Dallas County

## American Rescue Plan Team

### First Responder Mental Health Program (FRMHP) Outline

The U.S. Department of Homeland Security “recognizes that first responders at the Federal, State, and local level are on the front lines of providing support to their communities during the COVID-19 pandemic. First responders have provided and continue to provide critical services in response to the pandemic. While they often operate within high-risk and dangerous contexts, first responders are actually more likely to die by suicide than in the line of duty; suicide as a result of mental illness, often stemming from constant exposure to death and destruction.<sup>1</sup> Further, increased death due to COVID-19 and its impacts has inevitably lead to increased exposure to death and dying for first responders. Working these front lines, first responders have been disproportionately impacted, and the trauma incurred as a result of their work needs to be addressed in order for the quality and quantity of their essential contributions to be maintained. At a time when both demand and suicide rates for this population are increasing, life-saving mental health support services are critical for peri- and post-pandemic recovery efforts.<sup>2</sup>

The State of Texas announced the distribution of State FY2023 First Responder Mental Health Program grants to local governments, but resources are limited, and the parameters of the program have been changed to reflect this. Unfortunately – few, if any, of Dallas County’s municipalities are expected to be recipients of this grant funding.

Dallas County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services. Following the execution of an inter-local agreement with Dallas County, recipients of ARP Act funding will be expected to adhere to the funding request and reporting procedures outlined within this document. Additional information on this agreement is available upon review of the executed interlocal agreement.

### Project Period

Project periods may not exceed 24 months. Projects must begin on or after 11/15/2022 and expire on or before 11/15/2024.

### Eligibility Criteria

All the following eligibility criteria must be met.

Grantees must –

- Be located within Dallas County;
- Be located outside of the City of Dallas;
- Be a municipal local government entity (i.e., city, town);
- Employ peace officer(s) as defined by Article 2.12, Code of Criminal Procedure or a first responder as defined by Texas Government Code - § 421.095;
- Submit a complete Dallas County FRMHP Certification Form; and,

<sup>1</sup> Ruderman Family Foundation, *Ruderman White Paper on Mental Health and Suicide of First Responders*, [https://rudermanfoundation.org/white\\_papers/police-officers-and-firefighters-are-more-likely-to-die-by-suicide-than-in-line-of-duty/](https://rudermanfoundation.org/white_papers/police-officers-and-firefighters-are-more-likely-to-die-by-suicide-than-in-line-of-duty/) (2018)

<sup>2</sup> Tiesman, et al., *Suicides Among First Responders: A Call to Action* <https://blogs.cdc.gov/niosh-science-blog/2021/04/06/suicides-first-responders/> (CDC, 2021); Stanton, *Police, firefighters die by suicide more often than in line of duty. Why rates remain high* <https://www.usatoday.com/story/news/nation/2022/06/10/high-suicide-rate-police-firefighters-mental-health/7470846001/> (USA Today, 2022); U.S. Bureau of Labor Statistics, *Occupational Outlook Handbook* <https://www.bls.gov/ooh/> (2022)

ATTACHMENT 1

- Be willing and able to allow Dallas County first responders to be beneficiaries of activities funded through the Dallas County FRMHP.

### Available Funding

The ARP Act provides that payments from the Fund may be used to cover costs pertaining to the mitigation of and recovery from the negative impacts of the COVID-19 pandemic. Relevant provisions addressing, authorizing, and relating to the use of funding towards the Dallas County FRMHP include, but are not limited to –

1. “Recipients may... respond to increased rates of behavioral health challenges at a population level or, at an individual level, new behavioral health challenges or exacerbation of pre-existing challenges, including new barriers to accessing treatment... Services that respond to these impacts of the public health emergency may include services across the continuum of care, including both acute and chronic care, such as prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs (e.g., from emergency departments or criminal justice system involvement), outreach to individuals not yet engaged in treatment, harm reduction, and supports for long-term recovery (e.g., peer support or recovery coaching, housing, transportation, employment services).”<sup>3</sup>
2. “‘Impacted’ entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID19 public health emergency.”<sup>4</sup>
3. “‘Disproportionately impacted’ entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that preexisting disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities.”<sup>5</sup>

### Funding Methodology

The total amount of funding currently dedicated to this program is \$1M. A per capita formula was crafted to calculate the allocation available to each potential grantee. Each allocation is designed to be proportional to the need while remaining comparable to existing grant opportunities. Only the population estimated to reside within Dallas County is included in funding calculations. The estimated population size used for the purposes of these calculations was drawn from 2020 Census and 2021 North Central Texas Council of Governments (NCTCOG) data, and 2022 NCTCOG data.

City/Town	Allocation Amount
Addison	\$ 12,358
Balch Springs	\$ 19,946
Carrollton	\$ 37,439
Cedar Hill	\$ 35,384
Cockrell Hill	\$ 2,747
Combine	\$ 623
Coppell	\$ 30,236

<sup>3</sup> U.S. Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds: Final Rule <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>, 4356 (Federal Register, 2022)

<sup>4</sup> U.S. Department of the Treasury, Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf> (2022)

<sup>5</sup> See note 4.

## ATTACHMENT 1

DeSoto	\$ 40,766
Duncanville	\$ 29,282
Farmers Branch	\$ 26,547
Ferris	\$ 1
Garland	\$ 177,252
Glenn Heights	\$ 7,574
Grand Prairie	\$ 90,846
Highland Park	\$ 6,356
Hutchins	\$ 4,071
Irving	\$ 186,306
Lancaster	\$ 29,817
Lewisville	\$ 848
Mesquite	\$ 108,408
Ovilla	\$ 217
Richardson	\$ 56,589
Rowlett	\$ 40,664
Sachse	\$ 12,517
Seagoville	\$ 13,649
Sunnyvale	\$ 5,845
University Park	\$ 18,213
Wilmer	\$ 4,260
Wylie	\$ 1,241
<b>Total</b>	<b>\$ 1,000,000</b>

**Requesting Program Funding**

All program funding requests must be in accordance with the Guidance from the United States Treasury Department. For more information on these criteria, please [click here](#) to review the guidance documents provided by the U.S. Department of the Treasury, including answers to frequently asked questions.

**Step One: FMRHP Certification Form**

Submission of the FMRHP Certification Form serves as both a prerequisite and an application for Dallas County FMRHP grant funding.

**Step Two: Supporting Documentation**

All supporting documentation for must be emailed directly to the Dallas County ARP Team at [ARP@dallascounty.org](mailto:ARP@dallascounty.org).

Supporting documentation must include -

1. A program budget
2. A narrative justification for receipt of grant funding, including the way(s) in which the grantee's local first responder population has been disproportionately impacted

ATTACHMENT 1

When submitting supporting documentation, the subject line of the email should be formatted as follows:

[City Name] FMRHP Grant Supporting Documentation

This formatting will allow for responses to be sorted and processed in a timely manner.

**Reporting Requirements**

Reports must be submitted on a quarterly basis – January, April, July, and October. Submissions are due by the 15<sup>th</sup> calendar day of each month – January 15<sup>th</sup>, April 15<sup>th</sup>, and October 15<sup>th</sup>.

Quarterly reports are expected to include the following -

1. a summary of program activities to-date;
2. a line item budget report that identifies funded expenditures to-date and total YTD spending of appropriated ARP funding;
3. itemized invoice(s) and/or receipt(s) documenting the referenced transactions;
4. program performance measures, including definitions and tracking measures for each;
5. certification that all activities and costs for which funding has been provided are in compliance with federal, state, tribal, territorial, and local laws and regulations;
6. a summary of internal controls designed to prevent redundancy of efforts and funding;
7. and, any additional supporting documentation deemed appropriate.

When submitting quarterly reports, the subject line of the email should be formatted as follows:

[City Name] ARP [YEAR] [MONTH] Report

This formatting will allow for responses to be sorted and processed in a timely manner.

We are here to help. Throughout the process, any and all questions may be submitted via email to [ARP@dallascounty.org](mailto:ARP@dallascounty.org).

**RESOLUTION NO. 2022-126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SUBRECIPIENT AGREEMENT BY AND BETWEEN DALLAS COUNTY TEXAS AND THE CITY OF DUNCANVILLE, TEXAS FOR THE PURPOSE OF PROVIDING HEALTH TREATMENT SERVICE TO THE PUBLIC IN RESPONSE TO THE NEGATIVE IMPACTS OF THE PANDEMIC, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID- 19; and

**WHEREAS**, in March 2021, as these crises continued, the President signed the American Rescue Plan Act of 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program.

**WHEREAS**, the SLFRF program is intended to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

**WHEREAS**, the City of Duncanville City Council is of the opinion and finds tht the terms and conditions thereof should be approved.

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

**SECTION 1.** The City Council hereby approves the terms and conditions of a Subrecipient Agreement by and between Dallas County, Texas and The City of Duncanville, Texas, for the purpose of providing health treatment service to the public in response to the negative impacts of the pandemic which is attached hereto and incorporated herein as Exhibit A; and authorizes the City Manager to execute the same for purposes recited herein.

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

Resolution No. \_\_\_\_\_

TM 132820



**DULY RESOLVED AND ADOPTED** by the City Council of the City of  
Duncanville, Texas, on the 20th day of December, 2022.

**APPROVED:**

\_\_\_\_\_  
Barry L. Gordon, Mayor

**ATTEST:**

\_\_\_\_\_  
Janie Willman, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

Resolution No. 2022-126

**RESOLUTION NO. 2022-127**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT OF THE BOARD, COMMITTEES, AND COMMISSIONS WHICH ARE SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND MEMBERS SHALL SERVE UPON SUCCESSFUL QUALIFICATION AND AFTER TAKING THE OATH; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville, Texas has a variety of Boards, Committees, and Commissions including the City Planning & Zoning Commission, the Duncanville Community & Economic Development Corporation, the Arts Commission, and the Community Engagement Advisory Board

**WHEREAS**, appointments to fill vacancies on the City's various Boards, Committees, and Commissions are required to ensure the ongoing conduct of City business; and,

**WHEREAS**, the City Council of the City of Duncanville, Texas, finds it in the public interest to make appointments to fill said vacancies.

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

**SECTION 1.** The City Council hereby approves the appointment of the boards, committees, and commissions which are set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and elected members shall serve upon successful qualification and taking the oath.

**SECTION 2.** This Resolution shall take effect immediately upon passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

\_\_\_\_\_  
Barry L. Gordon, Mayor

**ATTEST:**

\_\_\_\_\_  
Janie Willman, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

EXHIBIT A

**City Council Boards, Committees, & Commissions**

**City Planning & Zoning Commission**

Appointment to fill remainder of \_\_\_\_ Year, \_\_\_\_\_ (years) for a one or two-year term

\_\_\_\_\_

**Duncanville Community and Economic Development Corporation**

\_\_\_\_\_

**Arts Commission**

Appointments to fill inaugural three-year terms

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Community Engagement Advisory Board**

Appointment to fill inaugural two-year terms

\_\_\_\_\_



# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a resolution authorizing the approval of a Chapter 380 incentive grant in the amount of \$34,248 by the City of Duncanville to Scooters TX Real Estate Fund 1, LLC and its duly authorized representative, for cost associated with the expansion of a Scooter's Coffee franchise located at 700 W. Camp Wisdom Road, Duncanville, Texas, 75116.

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**

**Agustin "Gus" Garcia; Managing Director of Development Services**

**BACKGROUND/HISTORY:**

On April 2, 2019, the City Council of the City of Duncanville approved a resolution (no. 2017-033) abandoning a portion of Towercrest Drive to the abutting property owner located at 700 W. Camp Wisdom to enable the property owner to use the additional land to expand the development potential of the property. As the project halted due to the COVID-19 pandemic, the developer re-engaged City staff in early February 2022, culminating in the approval of a SUP for a drive-thru on the property to enable the development of a Scooter's Coffee at the October 18, 2022 City Council meeting. With the right-of-way abandoned, the SUP approved, and the property re-platted, the last item to finish is the City being compensated for the right-of-way abandonment.

**POLICY EXPLANATION:**

Due to the land being publicly owned, the city must be compensated for it. However, under Chapter 380 of the Local Government Code of Texas, the City has the option to rebate these funds after receipt in order to incentivize the development of a Scooter's Coffee at 700 W. Camp Wisdom Road. The City can enter into a development agreement with the interested parties to ensure the project opens, and/or that aesthetic enhancements are made to the property, such as a paving, landscaping, signage, façade, or other enhancements to the customer experience.

**FUNDING SOURCE:**

**ORG and Object Number**

n/a

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

1. Approve the Chapter 380 Development Agreement.
2. Do not approve the Chapter 380 Development Agreement.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2022-108 - Resolution for a 380 agreement to Scooters Coffee](#)  
[Scooter's Coffee 380 Agreement draft](#)

**RESOLUTION NO. 2022-108**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CHAPTER 380 INCENTIVE GRANT BY THE CITY OF DUNCANVILLE TO SCOOTERS TX REAL ESTATE FUND 1, LLC IN AN AMOUNT THAT SHALL NOT EXCEED \$34,248 FOR A BUILDING LOCATED AT 700 W. CAMP WISDOM, DUNCANVILLE, TEXAS, 75116; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Duncanville may offer economic development incentive grants to encourage development and beautification by providing financial resources to business owners for property improvements through Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, Scooters TX Real Estate Fund 1, LLC, owns the land located at 700 W. Camp Wisdom Road, Duncanville, Texas, 75116, and intends to construct and open a Scooter's Coffee retail location at least 664 square feet in area; and

**WHEREAS**, the City of Duncanville will receive proper compensation for abandoning the city-owned right-of-way located south adjoining the property; and

**WHEREAS**, the City of Duncanville will provide an economic development incentive grant upon the successful obtainment of a certificate of occupancy; and

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

**SECTION 1.** That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of a economic development incentive grant as described herein to Scooters TX Real Estate Fund 1, LLC in an amount that shall not exceed \$34,248.

**SECTION 2.** That the City Manager is authorized to execute any appropriate documents to execute this Resolution, after approval as to form by the City Attorney.

**SECTION 3.** If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.



**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

STATE OF TEXAS           §           DEVELOPMENT AGREEMENT  
                                      §           FOR Scooters TX Real Estate Fund 1, LLC  
 COUNTY OF DALLAS       §

This Development Agreement for the development of a Scooter's Coffee franchise location ("Agreement") is entered into between Scooters TX Real Estate Fund 1, LLC ("Developer"), whose address for purposes of this Agreement is 700 W. Camp Wisdom, Duncanville, Texas 75116, and the City of Duncanville, Texas ("City"), whose address for purposes of this Agreement is 203 E. Wheatland Road, Duncanville, TX 75116. Developer and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

**Recitals:**

1. Developer is the owner of the property located at 700 W. Camp Wisdom in the City of Duncanville, Texas (the "Property"), which Property is more particularly described in Exhibit A attached hereto.
2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.
3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

**Section 1. Incorporation of Premises.** The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Term.** This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("Effective Date"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("Term").

**Section 3. Agreements.** The Parties agree as follows:

- A. Scooters TX Real Estate Fund 1, LLC and their associates will develop and successfully open a Scooter's Coffee franchise location on the Property.
- B. A successful opening includes the obtainment of a Certificate of Occupancy and the sale of retail product culminating the generation of taxable sales.
- C. Upon a successful franchise opening, the City of Duncanville will provide a grant in the amount of \$34,248 in reimbursement of the purchase of a city right-of-way abandonment to the south of the Property to facilitate the successful development of this franchise development.

**Section 4. Miscellaneous.**

**A. Applicability of City Ordinances.** When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable City ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

**B. Default/Mediation** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

**C. Venue.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Dallas County, Texas.

**D. Relationship of Parties.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

**E. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**F. Cumulative Rights and Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other

arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

**G. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**H. Surviving Rights.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

**I. Applicable Laws.** This Agreement is made subject to the existing provisions of the Charter of the City of Duncanville, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

**J. Authority to Execute.** The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

**K. Amendments.** This Agreement may be only amended or altered by written instrument signed by the Parties.

**L. Headings.** The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

**M. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

**N. Filing in Deed Records.** This Agreement shall be recorded in the real property records of Dallas County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

**O. Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to

Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the City. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**P. Sovereign Immunity.** The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**Q. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the City in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

**R. Waiver of Texas Government Code § 3000.001 et seq.** With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

**S. Rough Proportionality.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

**T. No Israel Boycott.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does

not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of Developer verifies by Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this contract

**EXECUTED** by the Parties on the dates set forth below, to be effective as of the date first written above.

**DEVELOPER**

**CITY OF DUNCANVILLE, TEXAS**

**Scooters TX Real Estate Fund 1, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Aretha R. Ferrell-Benavides

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Secretary

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

WITH A COPY TO:

Robert E. Hager, City Attorney

Nichols, Jackson, Dillard, Hager & Smith, LLP

1800 Ross Tower

500 N. Akard St.

Dallas, Texas 75201

STATE OF TEXAS       §  
                                   §  
 COUNTY OF DALLAS   §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared ARETHA R. FERRELL-BENAVIDES, City Manager of the City of Duncanville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

By: \_\_\_\_\_  
                   Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                   §  
 COUNTY OF DALLAS   §

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of \_\_\_\_\_.

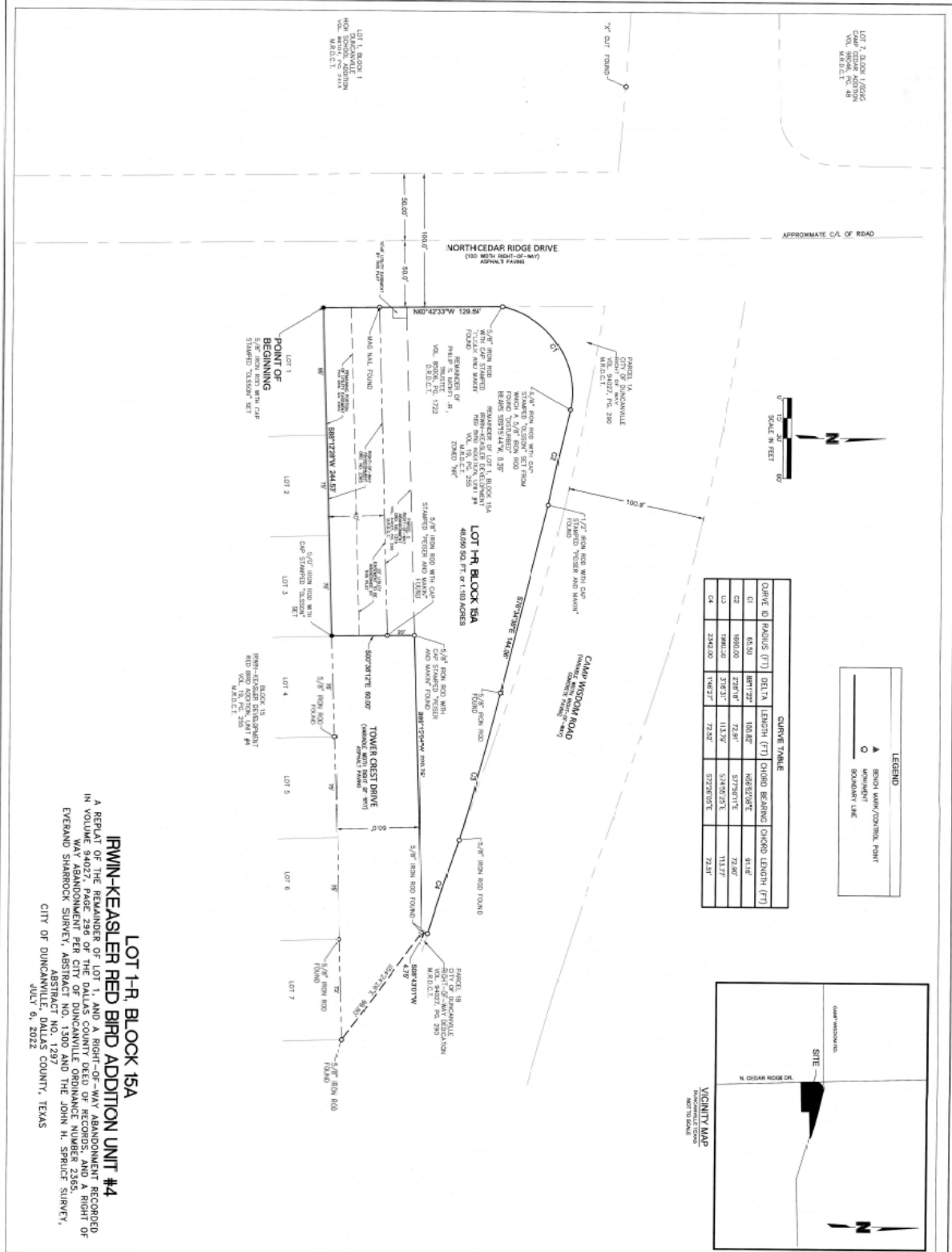
By: \_\_\_\_\_  
                   Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
Property Description

DWG: C:\Temp\AdPublic\_20785\V\_REPLAT\_0220080.dwg USER: tgmorth  
DATE: Oct 20, 2022 10:50am XREFS:



REV. NO.	DATE	REVISIONS DESCRIPTION
1	10/20/22	REPLAT

**REPLAT**

REMANINDER OF LOT 1, BLOCK 15A IRWIN-KEASLER RED BIRD ADDITION UNIT #4 AND A PORTION OF TOWER CREST DRIVE

700 W. CAMP WISDOM ROAD, DUNCANVILLE, TEXAS 75116 | 2022

**olsson**

308 Throckmorton Street  
Suite 400  
Ft. Worth, TX 76102

TBP/ELS Firm No. 1194591  
TEL 817.268.9775 www.olsson.com

**SHEET**  
1 of 2



# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to Fiesta Furniture Outlet, LLC, in the amount of \$80,000.00 for qualified expenditures for a building located at 642 E. HWY. 67, Duncanville, TX 75137.

**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:**

**Agustin "Gus" Garcia, CEcD, EDPF; Managing Director of Development Services**

**BACKGROUND/HISTORY:**

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

**POLICY EXPLANATION:**

The application by Fiesta Furniture Outlet, LLC was approved by the DCEDC on December 5th, for an incentive grant totaling \$80,000.00. The grant requires final approval by the City Council.

**FUNDING SOURCE:**

**ORG and Object Number**

12051000 and 708501

**Available Budget**

\$2,132,000.00

**Purchase Amount**

\$80,000.00

**After Encumber**

\$2,052,000.00

**ACTION ALTERNATIVES:**

1. Approval of the DCEDC incentive grant.
2. Disapproval of DCEDC incentive grant
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2022-121 - DCEDC Grant - Fiesta Furniture Outlet, LLC -- 642 E HWY 67](#)

**RESOLUTION NO. 2022-121**

**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 FIESTA FURNITURE OUTLET, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED \$80,000.00 FOR A BUILDING LOCATED AT 642 E. HWY. 67, DUNCANVILLE, TEXAS, 75137; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

**WHEREAS**, Jose A. Carreon, of Fiesta Furniture Outlet, LLC, leases the building located at 642 E HWY 67, Duncanville, Texas, 75137; and intends to improve the underground water piping to support fire safety infrastructure; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed \$80,000.00; and

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

**SECTION 1.** That City Council of the City of Duncanville, Texas hereby approves the terms and conditions of a economic development incentive grant by the Duncanville Community and Economic Development Corporation as described herein to Fiesta Furniture Outlet, LLC in an amount that shall not exceed \$80,000.

**SECTION 2.** That the City Manager is hereby authorized to execute the necessary documents to conform this resolution as appropriate after approval as to form by the City Attorney.

**SECTION 3.** If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville,  
Texas, on the 20th day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

EXHIBIT "A"

<b>STATE OF TEXAS</b>	<b>§</b>	<b>ECONOMIC DEVELOPMENT</b>
	<b>§</b>	<b>INCENTIVE AGREEMENT</b>
<b>COUNTY OF DALLAS</b>	<b>§</b>	

**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 Fiesta Furniture Outlet LLC acting by and through Jose A. Carreon, 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 642 E HWY 67, Duncanville, Texas 75137 hereinafter known as the "Project"; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the design and installation of an underground fire line for the installation of a fire sprinkler system not to exceed eighty-thousand dollars (\$80,000); and

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

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

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

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



EXHIBIT “A”

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 **June 6, 2023**, unless otherwise terminated as provided for in this agreement.

**ARTICLE III. GRANT**

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 642 E HWY 67 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of \$80,000 for the design and installation of an underground fire line for the installation of a fire sprinkler 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 FIESTA FURNITURE OUTLET LLC**

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development 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 June 6, 2023 at 5 p.m.; and

EXHIBIT “A”

- (c) Provide proof of legal ownership of the specified location of 642 E HWY 67, Duncanville, Texas 75137, the promises in the agreement; and
- (d) Incentive grant shall mean an amount not to exceed \$80,000 for the design and installation of an underground fire line for the installation of a fire sprinkler system for the property owned by the Applicant located at 642 E HWY 67, Duncanville, Texas 75137; and
- (e) Receive a certificate of occupancy on or before June 6, 2023; and
- (f) Pay any property or City sales tax due before or on June 6, 2023; and
- (g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

**ARTICLE V. GENERAL PROVISIONS**

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

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and
- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and
- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be

EXHIBIT "A"

considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

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

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

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

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

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

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

EXHIBIT “A”

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

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

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

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

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

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

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

**5.12. Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of

EXHIBIT "A"

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:

<p>Owner:           Fiesta Furniture Outlet                            Attention: Jose A. Carreon                            642 E HWY 67                            Duncanville, Texas 75137</p> <p>City:             City of Duncanville                            Attention: Aretha R. Ferrell-Benavides                            P.O. Box 380280                            Duncanville, Texas 75138-0280</p> <p>DCEDC:          Duncanville Community and Economic Development Corporation                            Attention: Kenneth Govan                            P.O. Box 380280                            Duncanville, Texas 75138-0280</p>	<p>With a copy to:</p> <p>Robert E. Hager          Nichols, Jackson, Dillard, Hager &amp; Smith, LLP          1800 Ross Tower          500 N. Akard St.          Dallas, Texas 75201</p>
--	--

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 December 20, 2022.

EXHIBIT "A"

**FIESTA FURNITURE OUTLET LLC**

\_\_\_\_\_  
By: Jose A. Carreon  
Its: Representative  
Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: Kenneth Govan  
Its: Board President  
Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**CITY OF DUNCANVILLE**

\_\_\_\_\_  
By: Aretha R. Ferrell-Benavides  
Its: City Manager  
Date: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Fiesta Furniture Outlet LLC Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_

**Duncanville Community and Economic Development Corporation Acknowledgement**

STATE OF TEXAS           §  
   §  
 COUNTY OF DALLAS       §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

\_\_\_\_\_  
 Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_



EXHIBIT

**City of Duncanville Acknowledgement**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_



# STAFF REPORT

**MEETING: City Council - 20 Dec 2022**

**TITLE:**

Consider a resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to D Squared Catering, LLC, in the amount of \$22,374.17 for qualified expenditures for a building located at 519 E. HWY. 67, 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:**

- **Develop: Infrastructure Improvement Strategy**
  - Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.
- **Promote: Innovative Ideas for Development and Re-development**
  - Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.

**STAFF RESPONSIBLE:**

**Agustin "Gus" Garcia, CEcD, EDPF; Managing Director of Development Services**

**BACKGROUND/HISTORY:**

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

D-Squared was looking for a new location and was successfully relocated to a new Duncanville location.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

**POLICY EXPLANATION:**

The application by D Squared Catering, LLC, was approved by the DCEDC on December 5th, for an incentive grant totaling \$22,374.17. The grant requires final approval by the City Council.

**FUNDING SOURCE:**

**ORG and Object Number**

12051000 and 708501

**Available Budget**

\$2,132,000.00

**Purchase Amount**

\$22,374.17

**After Encumber**

\$2,109,625.83

**ACTION ALTERNATIVES:**

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Resolution No. - 2022-120 - DCEDC Grant - D Squared Catering, LLC -- 519 E HWY 67](#)

**RESOLUTION NO. 2022-120**

**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 D SQUARED CATERING, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED \$22,374.17 FOR A BUILDING LOCATED AT 519 E. HWY. 67, DUNCANVILLE, TEXAS 75137; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Duncanville Community and Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

**WHEREAS**, Lindsey Janek-Rodgers of D Squared Catering, LLC, leases the building located at 519 E. HWY. 67, Duncanville, Texas, 75137; and intends to install a grease trap and related water and sewer infrastructure to bring service to the building; and

**WHEREAS**, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed \$22,374.17; and

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

**SECTION 1.** The City Council of the City of Duncanville, Texas hereby approves the terms and conditions of a economic development incentive grant by the Duncanville Community and Economic Development Corporation as described herein to D Squared Catering, LLC in an amount that shall not exceed \$22,374.17.

**SECTION 2.** That the City Manager is authorized to execute any appropriate documents to execute this Resolution, after approval as to form by the City Attorney.

**SECTION 3.** That if any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** 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 20 day of December, 2022.

**APPROVED:**

---

Barry L. Gordon, Mayor

**ATTEST:**

---

Janie Willman, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

EXHIBIT "A"

<b>STATE OF TEXAS</b>	<b>§</b>	<b>ECONOMIC DEVELOPMENT</b>
	<b>§</b>	<b>INCENTIVE AGREEMENT</b>
<b>COUNTY OF DALLAS</b>	<b>§</b>	

**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 D Squared Catering LLC acting by and through Lindsey Janek-Rodgers, 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 519 E HWY 67, Duncanville, Texas 75137 hereinafter known as the "Project"; and

**WHEREAS**, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the installation of a grease trap and related water and sewer infrastructure to bring service to the building not to exceed twenty-two thousand and three hundred and seventy-four dollars and seventeen cents (22,374.17); 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

EXHIBIT “A”

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 **June 6, 2023**, unless otherwise terminated as provided for in this agreement.

**ARTICLE III. GRANT**

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 519 E HWY 67 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of \$22,374.17 for grease trap and related water and sewer infrastructure 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 D SQUARED CATERING LLC**

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development 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 June 6, 2023 at 5 p.m.; and

EXHIBIT “A”

- (c) Provide proof of legal ownership of the specified location of 519 E HWY 67, the promises in the agreement; and
- (d) Incentive grant shall mean an amount not to exceed \$22,374.17 for the installation of a grease trap and related water and sewer infrastructure improvements for the property owned by the Applicant located at 519 E HWY 67 and
- (e) Receive a certificate of occupancy on or before June 6, 2023; and
- (f) Pay any property or City sales tax due before or on June 6, 2023; 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



EXHIBIT "A"

- (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.

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

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

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

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

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

**5.07. Verification and Compliances.** The Applicant agrees to allow the DCEDC to conduct

## EXHIBIT "A"

an audit of all 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.

EXHIBIT "A"

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:

<p>Owner: D Squared Catering LLC Attention: Lindsey Janek-Rodgers 519 E HWY 67 Duncanville, TX 75137</p> <p>City: City of Duncanville Attention: Aretha R. Ferrell-Benavides P.O. Box 380280 Duncanville, Texas 75138-0280</p> <p>DCEDC: Duncanville Community and Economic Development Corporation Attention: Kenneth Govan P.O. Box 380280 Duncanville, Texas 75138-0280</p>	<p>With a copy to:</p> <p>Robert E. Hager Nichols, Jackson, Dillard, Hager &amp; Smith, LLP 1800 Ross Tower 500 N. Akard St. Dallas, Texas 75201</p>
--	--

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 December 20, 2022.

EXHIBIT "A"

**D SQUARED CATERING LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Representative  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: Kenneth Govan  
Its: Board President  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CITY OF DUNCANVILLE**

\_\_\_\_\_  
By: Aretha R. Ferrell-Benavides  
Its: City Manager  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**D SQUARED CATERING 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 a lawful Representative of D Squared Catering, and that they are authorized by said organization to execute the foregoing instrument as the act of such D Squared Catering 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

**Duncanville Community and Economic Development Corporation Acknowledgement**

STATE OF TEXAS           §  
   §  
 COUNTY OF DALLAS       §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

\_\_\_\_\_  
 Type or Print Notary's Name

My Commission Expires:  
 \_\_\_\_\_

EXHIBIT

**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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

Consider a motion to authorize expenditure of American Rescue Plan Act (ARPA) Emergency Business Assistance Program grants for Qualified Duncanville Small Businesses in an amount not exceed \$160,000.

**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.
- **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:**

**Agustin "Gus" Garcia; Managing Director, Development Services**

**BACKGROUND/HISTORY:**

American Rescue Plan Act-Emergency Business Assistance Program

Due to the COVID- 19 public health crisis, Duncanville small businesses are facing a significant financial crisis. It has been estimated that only about one-half of America's small businesses were able to apply for federal assistance before that first round of funding was committed and that 80% of them still do not know if their application was approved. With 53% of the nation's jobs coming from businesses with less than 100 employees, and with many of these jobs being disproportionately held by low to moderate-income people with already limited resources, much of the local economy is at great risk. To that end, the federal government has passed the American Rescue Plan Act, which gives local governments the ability to provide financial assistance to their local small businesses. The City of Duncanville has allocated \$700,000 in ARPA funds to help Duncanville small businesses.



**POLICY EXPLANATION:**

The program is designed to rapidly provide financial assistance to "traditional" small businesses that have been adversely affected by the pandemic, help re-start small businesses that closed, and support those who have experienced economic downfall.

**EMPHASIS/TARGET POPULATION:** Small businesses with no more than 100 employees, including small businesses that have closed due to the COVID financial burden and minority-owned businesses.

**Eligibility Criteria:**

- Be officially registered with the State, physically located and operating within Duncanville city boundaries.
- Be current in the payment of all tax obligations to the City of Duncanville
- Began conducting business as of or during 2020
- Have no more than 100 employees
- Generate at least \$35,000 in revenue annually; and
- Have closed or suffered revenue loss during the pandemic due to COVID-19

Maximum grant amount: \$15,000

\*NOTE: Meeting these criteria does not obligate the City of Duncanville to provide assistance to any firm. If the City of Duncanville finds that applicants have provided inaccurate or falsified information, the City is not obligated to provide financial assistance. Small businesses can expect assistance based on the following for a total of up to \$15,000.

- \$2,500 per Full-Time Employee.
- \$1,250 per Part-time Employee.
- 100% of up to twelve (12) months lease payments, utilities, renting, or purchase of business equipment existing in 2020 to the present.
- Payment of existing business-related loans for equipment, vehicles, and reimbursement for expenses to mitigate COVID-19 in the workplace.
- \$5,000 for restart-up capital for businesses that were forced out of business due to COVID-19.

**FUNDING SOURCE:****ORG and Object Number**

75800001-708503-ARPA1

**Available Budget**

\$236,250.00

**Purchase Amount**

\$160,000.00

**After Encumber**

\$76,250.00

**ACTION ALTERNATIVES:**

1. Approve grants to qualified businesses.
2. Deny grant applications.
3. Other actions as directed by Council.

**ATTACHMENTS:**

[Attachment 1-ARPA-Small Businesses](#)

## EXHIBIT "A"

**ATTACHMENTS**  
**Qualified ARPA Applicants**

#	Business Name	Comptroller Taxpayer ID or EIN #	Address	Grant Amount	Date Approved by Staff
1	Truly Jazzy Boutique	85-1722002	315 S CEDAR RIDGE DR DUNCANVILLE TX 75116	\$ 15,000.00	November 23, 2022
2	Assets Management Group	20-2226863	407 N. CEDAR RIDGE #225 DUNCANVILLE, TX 75116	\$ 6,250.00	November 23, 2022
3	The Tamale Company	47-1511140	1182 EXPLORER STREET STE F DUNCANVILLE, TX 75137	\$ 15,000.00	November 23, 2022
4	Edna Jones Investments LLC	82-2657147	642 E HIGHWAY 67 DUNCANVILLE, TX 75137-3410	\$ 7,500.00	November 23, 2022
5	Myle Alteration & Menswear	83-3358828	220 W. CAMP WISDOM RD. DUNCANVILLE, TX .75116	\$ 8,750.00	November 23, 2022
6	Midwest Customs Paint & Collision, Inc. (DBA 972 Customs)	80-0573460	1002 N. DUNCANVILLE RD DUNCANVILLE, TX 75116	\$ 5,000.00	November 23, 2022
7	SafePass IDS of Texas	85-1838660	1030 EXPLORER ST DUNCANVILLE, TX 75137	\$ 15,000.00	November 23, 2022
8	Thibodeaux's Authentic Cajun Cookin, LLC	81-2263469	107 N CEDAR RIDGE DR, STE 106 DUNCANVILLE, TX 75116	\$ 15,000.00	November 23, 2022
9	Jreams Nail Trap	88-0794325	314 N HASTINGS ST DUNCANVILLE, TX 75116	\$ 15,000.00	November 23, 2022
10	RSLA ROX. Inc. (DBA Knick Knacks)	82-2581285	215 W. CAMP WISDOM RD., #8, DUNCANVILLE, TX 75116	\$ 15,000.00	November 23, 2022
11	IZA Calderon, LLC (DBA Pizza Inn)	83-4386554	114 N CEDAR RIDGE DR DUNCANVILLE TX 75116	\$ 15,000.00	November 23, 2022
12	Center of Attraction Hair Gallery	46-0491524	210 S. CEDAR RIDGE DRIVE, STE C102, DUNCANVILLE, TEXAS	\$ 12,500.00	November 23, 2022
13	Melanie Ann's Boutique	270116632	229 S. CEDAR RIDGE DR. DUNCANVILLE, TX 75116	\$ 15,000.00	December 13, 2022
	<b>TOTAL</b>			<b>\$160,000.00</b>	



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

RECEIVE THE DCEDC QUARTERLY REPORT

**Vision Statement:**

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

**Pillar:**

- **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:**

**AGUSTIN "GUS" GARCIA - MANAGING DIRECTOR OF DEVELOPMENT SERVICES**

**BACKGROUND/HISTORY:**

RECEIVE THE DCEDC QUARTERLY REPORT

**POLICY EXPLANATION:**

RECEIVE THE DCEDC QUARTERLY REPORT

**FUNDING SOURCE:**

**ORG and Object Number**

N/A

**Available Budget**

\$0.00

**Purchase Amount**

\$0.00

**After Encumber**

\$0.00

**ACTION ALTERNATIVES:**

N/A



# STAFF REPORT

**MEETING:** City Council - 20 Dec 2022

**TITLE:**

Receive the Monthly Financial Report as of September 30, 2022.

**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:**

**Edena J. Atmore, Managing Director, Fiscal Services**

**BACKGROUND/HISTORY:**

The Financial Report is presented to provide actual revenues and expenditures compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds.

**POLICY EXPLANATION:**

City Council expects to receive monthly reports on the City's financial condition. September is the last month of the fourth quarter of Fiscal Year 2021-2022. Revenues and expenditures are expected to approximate a budgeted target of 100% for the period ending September 2022. See the attached Monthly Financial Report as of September 2022, for further details on the City's budget and actual revenues and expenditures for all funds.

Fiscal Services has also included the Certified Monthly Property Tax Certification Report and the monthly Sales Tax allocation worksheet for your review in the Duncanville Monthly Financial Report.

**FUNDING SOURCE:**

**ORG and Object Number**

n/a

**Available Budget**

n/a

**Purchase Amount**

n/a

**After Encumber**

n/a

**ACTION ALTERNATIVES:**

There is no City Council action required.

**ATTACHMENTS:**

[2 2022.09 Monthly Financial Report](#)



**CITY OF DUNCANVILLE  
MONTHLY FINANCIAL REPORT**

**Fiscal Year 2021-2022**  
YEAR-TO-DATE OPERATIONS

**AS OF SEPTEMBER 30, 2022**

OCTOBER 1, 2021 TO SEPTEMBER 30, 2022

*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  
**12/15/2022**



## MEMORANDUM

**TO:** Aretha Ferrell-Benavides  
City Manager

Robert Brown, Jr.  
Assistant City Manager

**FROM:** Edena J. Atmore, CPA, CPM, CPFO  
Managing Director, Fiscal Services

**DATE:** December 15, 2022

**RE:** September 2022, Monthly Financial Report for the City of Duncanville, Texas

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through September 30, 2022, compared to the budgetary numbers for the fiscal year 2021-22. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included for your review. 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.

September is the last month of fiscal year (FY) 2021-2022. We expect to collect and spend most or all of the budgeted revenues and expenditures. Below are highlights of October 2021 through September 2022 governmental financial information.

### **General Fund:**

General Fund's unaudited ending fund balance for actuals is approximately \$15.4 million to date, which provides an expenditure coverage for 164 days of operations as of September 2022. The fiscal year for General Fund began with an audited fund balance of approximately \$15.3 million. The completed FY 2021 external audit report affirmed this beginning fund balance.

- Overall, collected General Fund revenues and service reimbursements are currently at 97% of the targeted budget of 100%. This variance is expected to get closer to the targeted percentage as we continue to review the revenues in anticipation of the annual audit.
  - Current property tax payments are at 100.4% of the budget. Dallas County has collected the majority of property tax revenues, and the collection rate has increased as expected for FY 2022. A certified copy of the Property Tax Collection Report is attached for your review on page 8 of this report.
  - Overall, sales tax revenues for this year exceeded the adopted budget but were less than the revised budget by 4.2%. The data reflects twelve fiscal months of collected revenue.

A breakdown of the sales tax allocations within city funds is attached for your review on page 10 of this report.

- Franchise fee revenues are received quarterly in arrears. Payments due to the City for the fourth quarter (July thru September) of the FY were remitted to the City in the first quarter of FY 2023. Franchise revenues consist of gas, electric, telephone, and cable television right-of-way fees collected from providers with city agreements to operate in the City of Duncanville.
  - Building permit and license revenue are at 85.3% of the annual budgeted amount, which is 26.4% less than collections from the prior fiscal year. This is an indication of a slowdown in housing permits and new development.
  - Our Charges for Services revenue collection percentage to budget is 37.5% less than last year's budget period. This source is mainly comprised of recreational and event fees. The revenue budget was increased from the prior FY by almost \$80,000, thus explaining the variance in collection percentage compared to the previous fiscal year.
  - In addition, attached is a detailed review of General Fund revenues by category.
- General Fund's total operating and project expenditures are 93.2% of the budget.
- To date, most operating expenditure categories are below the target of 100% for the current fiscal year. The expenditures are aligned with the prior year's actual-to-budget percentage.
  - Transfers to Other Funds have been aligned to match purchase requirements by other funds, such as fleet replacements or capital projects. Transfers to other funds include over \$2.7 million of excess Fund Balance for one-time projects per adopted budget.
  - In addition, attached is a detailed overview of the General Fund expenditures by department and division.

#### Utility Funds:

The **Utility Operating Fund's** audited beginning fund balance is \$14.5 million, with an actual year-to-date unaudited fund balance of \$15.6 million, providing an expenditure coverage of 334 days as of September 2022. Our revenues exceeded our expenditures for September by \$1,117,092.

- Total utility revenues are at 103.8% of the budget. In addition, the current water and sewer utility revenues reflect an increase in the amount collected compared to this same period last year.
- Total expenditures are at 83% of the budget. This amount includes payments to Dallas Water Utilities (water services) and Trinity River Authority (wastewater services).
  - Expenditures also include a transfer out to the General Fund for the cost of administrative activities performed by General Fund staff, such as accounting, city management, information technology, human resources, etc.
  - Transfers also include monthly installments that total \$5 million annually to the Utility CIP fund for utility capital improvement projects.
  - The **Utility CIP Fund's** budget as revised to spend \$5.1 million instead of over \$8 million for FY 2022. The CIP program for utility infrastructure was restructured to affordable levels for this current year. In addition, the Utility included the results of a water rate study performed by rate consultants for FY 2023 and consists of the required improvements for a reliable water and sewer infrastructure within the City.



**Other Funds:**

- The Economic Development Fund's audited beginning fund balance is \$5.01 million, with an actual to-date fund balance of approximately \$4.6 million.
- **Fieldhouse** operating revenues are 89.5% of the budgeted amount compared to 92.7% last year. Operating expenditures represent 90.4% of the period's budgeted target of 100% for this current fiscal year.
- A financial update on all Special Revenue, Debt Service, Capital/Replacement, and minor Enterprise funds of the City is included for your review starting on page 23 of this report.
- The American Rescue and Recovery Act funds of \$4.8 million are included in Fund 758 in the Special Revenue Funds report. To date, the City has expended \$1,928,051 of the American Rescue funds. The second phase of the grant funds was received on September 26, 2022.

Respectfully Submitted,

*Fiscal Services Staff*

CITY OF DUNCANVILLE

**GENERAL FUND-001 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENDITURES	REVISED BUDGET	2022 YTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
Revenue						
50 - PROPERTY TAXES	\$18,569,836	\$18,640,063	(\$70,227)	100.4%	\$19,219,947	105.7%
51 - SALES & OTHER TAXES	\$9,322,979	\$8,928,863	\$394,117	95.8%	\$8,939,100	106.4%
52 - PERMITS & LICENSES	\$1,428,850	\$1,219,055	\$209,795	85.3%	\$1,603,365	111.7%
53 - FINES & FEES	\$313,600	\$293,548	\$20,052	93.6%	\$644,322	132.4%
54 - INTERGOV REVENUES	\$182,500	\$133,514	\$48,986	73.2%	\$153,621	122.9%
55 - INTEREST	\$69,000	\$50,275	\$18,725	72.9%	\$139,903	100.6%
56 - FRANCHISE FEE REV	\$1,739,000	\$957,022	\$781,978	55.0%	\$1,798,295	104.4%
57 - CHARGES FOR SERVICES	\$271,500	\$255,543	\$15,957	94.1%	\$268,742	131.7%
58 - TRANSFER FROM FUNDS	\$2,715,194	\$2,715,192	\$2	100.0%	\$2,631,399	100.0%
59 - OTHER SOURCES	\$468,500	\$828,329	(\$359,829)	176.8%	\$580,185	146.1%
Revenue Total	\$35,080,959	\$34,021,404	\$1,059,555	97.0%	\$35,978,879	106.7%
Expense						
60 - SALARY AND BENEFITS	(\$22,277,323)	(\$21,656,492)	(\$618,889)	97.2%	(\$20,416,585)	95.7%
72 - SUPPLIES & MATERIALS	(\$1,933,574)	(\$1,307,519)	(\$425,379)	67.6%	(\$1,286,365)	82.6%
73 - CONTRACT & PROF SVCS	(\$7,604,502)	(\$7,020,501)	\$341,041	92.3%	(\$6,761,427)	93.5%
74 - MAINT & REPAIR SVCS	(\$749,887)	(\$604,897)	(\$91,484)	80.7%	(\$681,843)	88.8%
75 - UTILITIES	(\$926,828)	(\$530,437)	(\$392,617)	57.2%	(\$1,007,560)	98.0%
76 - CAPITAL OUTLAY	(\$162,935)	(\$155,610)	(\$5,324)	95.5%	(\$139,651)	92.6%
77 - DEBT SERVICES	(\$60,057)	(\$60,129)	\$72	100.1%	(\$240,228)	100.0%
78 - TRANSFER TO FUNDS	(\$2,198,598)	(\$2,187,040)	(\$11,558)	99.5%	(\$1,776,481)	94.9%
79 - OTHER FINANCING USES	(\$375,565)	(\$314,867)	(\$56,898)	83.8%	(\$114,171)	47.1%
Expense Total	(\$36,289,269)	(\$33,837,492)	(\$1,261,036)	93.2%	(\$32,424,312)	94.2%
Revenues Over/(Under) Exp.	(\$1,208,310)	\$183,912	(\$201,480)	-15.2%	\$3,554,567	
BEGINNING FUND BALANCE	\$15,268,747	\$15,268,747	TRANSFERS TO OTHER FUNDS INCLUDES \$2,703,103 FOR ONE-TIME PROJECTS FROM FUND BALANCE SEE USE OF FUND BAL SUMMARY-FUND 41			
ENDING FUND BALANCE	\$14,060,437	\$15,452,659				
FUND BALANCE RESERVE REQUIREMENT POLICY						
% of Fund Balance to Exp. Ratio	38.7%	45.7%				
# of Days Coverage	139	164				
Reserve Requirement \$\$ (60 days)	\$6,048,212	\$5,639,582				
Reserve Requirement %	17%	17%				
Excess Reserves	\$8,012,225	\$9,813,077				

Page 5 of 3

## CITY OF DUNCANVILLE

**GENERAL FUND REVENUE DETAILS AS OF SEPTEMBER 30, 2022**

REVENUES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
<b>50 - PROPERTY TAXES</b>				
501101 - CURRENT TAXES	\$18,324,836	\$18,408,687	(\$83,851)	100.5%
501102 - DELINQUENT TAXES	\$110,000	\$100,509	\$9,491	91.4%
501103 - PENALTIES AND INTEREST	\$135,000	\$130,868	\$4,132	96.9%
<b>50 - PROPERTY TAXES Total</b>	<b>\$18,569,836</b>	<b>\$18,640,063</b>	<b>(\$70,227)</b>	<b>100.4%</b>
<b>51 - SALES &amp; OTHER TAXES</b>				
501201 - STATE SALES TAX CITY PORTION	\$6,158,653	\$5,879,080	\$279,573	95.5%
501202 - SALES TAX PROPERTY TAX RELIEF	\$3,079,326	\$2,939,540	\$139,786	95.5%
501204 - ALCOHOLIC BEVERAGE TAX	\$85,000	\$110,242	(\$25,242)	129.7%
<b>51 - SALES &amp; OTHER TAXES Total</b>	<b>\$9,322,979</b>	<b>\$8,928,863</b>	<b>\$394,117</b>	<b>95.8%</b>
<b>52 - PERMITS &amp; LICENSES</b>				
502101 - BUILDING PERMITS	\$300,000	\$316,193	(\$16,193)	105.4%
502102 - ELECTRICAL PERMITS	\$25,000	\$33,898	(\$8,898)	135.6%
502103 - SOLICITOR LICENSES	\$1,350	\$1,425	(\$75)	105.6%
502105 - EMERGENCY MEDICAL SERVICE	\$850,000	\$596,463	\$253,537	70.2%
502106 - SIGN PERMITS	\$15,000	\$22,048	(\$7,048)	147.0%
502108 - HEALTH FOOD INSPECTION FEES	\$70,000	\$73,879	(\$3,879)	105.5%
502109 - PLUMBING AND AC PERMITS	\$55,000	\$58,992	(\$3,992)	107.3%
502111 - ZONING & SPEC USE PERMIT	\$8,500	\$13,250	(\$4,750)	155.9%
502114 - RENTAL PROPERTY REGISTRATION	\$50,000	\$59,555	(\$9,555)	119.1%
502120 - ALARM PERMITS	\$50,000	\$38,262	\$11,738	76.5%
502122 - POOL OR SPA INSPECTION FEE	\$4,000	\$5,090	(\$1,090)	127.3%
509607 - ANIMAL PERMITS	\$	(\$0)	\$	0.0%
<b>52 - PERMITS &amp; LICENSES Total</b>	<b>\$1,428,850</b>	<b>\$1,219,055</b>	<b>\$209,795</b>	<b>85.3%</b>
<b>53 - FINES &amp; FEES</b>				
502107 - WRECKER AND STORAGE FEES	\$	(\$0)	\$	0.0%
502112 - EMS SVCS COST SETTLEMENT	(\$0)	(\$0)	(\$0)	
502113 - SMALL CELL/ NETWORK NODE FEES	\$	(\$0)	\$	0.0%
503101 - MUNICIPAL COURT FINES	\$240,000	\$224,745	\$15,255	93.6%
503102 - COURT RELATED FEES	\$52,000	\$52,003	(\$3)	100.0%
503103 - SCHOOL CROSSING FEES	\$3,000	\$2,514	\$486	83.8%
503201 - LIBRARY FINES	\$3,500	\$6,750	(\$3,250)	192.9%
503301 - FALSE ALARM FINES	\$15,000	\$7,502	\$7,498	50.0%
509609 - RETURN CHECK FEES	\$100	\$35	\$65	35.0%
<b>53 - FINES &amp; FEES Total</b>	<b>\$313,600</b>	<b>\$293,548</b>	<b>\$20,052</b>	<b>93.6%</b>
<b>54 - INTERGOV REVENUES</b>				
504102 - DISD SCHOOL CROSSING GUARDS	\$42,500	\$54,089	(\$11,589)	127.3%
504103 - DALLAS CNTY CROSSING GUARD REV	\$40,000	\$32,479	\$7,521	81.2%
504109 - REIMB FOR REG EMERG MANAGER	\$100,000	\$46,946	\$53,054	46.9%
508203 - INTERGOV REIMBURSEMENT-CDBG	(\$0)	(\$0)	(\$0)	
<b>54 - INTERGOV REVENUES Total</b>	<b>\$182,500</b>	<b>\$133,514</b>	<b>\$48,986</b>	<b>73.2%</b>
<b>55 - INTEREST</b>				
505101 - INTEREST ON GOVT POOL INVEST	\$3,000	\$2,635	\$365	87.8%
505103 - CERT OF DEPOSIT INTEREST	\$36,000	\$18,448	\$17,552	51.2%
505106 - MONEY MARKET INTEREST	\$30,000	\$29,191	\$809	97.3%

## CITY OF DUNCANVILLE

**GENERAL FUND REVENUE DETAILS AS OF SEPTEMBER 30, 2022**

REVENUES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
<b>55 - INTEREST Total</b>	<b>\$69,000</b>	<b>\$50,275</b>	<b>\$18,725</b>	<b>72.9%</b>
<b>56 - FRANCHISE FEE REV</b>				
501301 - FRANCHISE FEE ELECTRIC	\$1,150,000	\$526,318	\$623,682	45.8%
501302 - FRANCHISE FEE GAS	\$332,000	\$295,433	\$36,567	89.0%
501303 - FRANCHISE FEE TELEPHONE	\$82,000	\$46,800	\$35,200	57.1%
501304 - FRANCHISE FEE CABLE TV	\$175,000	\$88,471	\$86,529	50.6%
501306 - FRANCHISE VIDEO SERV	(\$0)	(\$0)	(\$0)	
<b>56 - FRANCHISE FEE REV Total</b>	<b>\$1,739,000</b>	<b>\$957,022</b>	<b>\$781,978</b>	<b>55.0%</b>
<b>57 - CHARGES FOR SERVICES</b>				
507102 - RECREATION FEES	\$225,000	\$188,287	\$36,713	83.7%
507104 - SENIOR CENTER ANNUAL USER FEE	\$4,000	\$3,133	\$868	78.3%
507107 - RECREATION CENTER CLASSES	\$14,500	\$22,580	(\$8,080)	155.7%
507108 - SPECIAL EVENTS	\$17,000	\$22,553	(\$5,553)	132.7%
507109 - SENIOR CLASS/TRIPS	\$1,800	\$3,186	(\$1,386)	177.0%
509603 - LIBRARY SERVICE FEES	\$9,200	\$15,403	(\$6,203)	167.4%
<b>57 - CHARGES FOR SERVICES Total</b>	<b>\$271,500</b>	<b>\$255,141</b>	<b>\$16,359</b>	<b>94.0%</b>
<b>58 - TRANSFER FROM FUNDS</b>				
598002 - PILOT FEE TZ-CITY WWW UTILITY	\$543,862	\$543,864	(\$2)	100.0%
599002 - TRANS FROM UTILITY FUND-002	\$1,812,874	\$1,812,876	(\$2)	100.0%
599010 - TRANS FROM HOTEL FUND-010	\$55,091	\$55,092	(\$1)	100.0%
599012 - TRANS FROM EDC FUND-012	\$111,070	\$111,060	\$10	100.0%
599019 - TRANS FROM SANITATION FND-019	\$192,297	\$192,300	(\$3)	100.0%
599031 - TRANS FROM TRAFFIC IMP FND-031	(\$0)	(\$0)	(\$0)	
599041 - TRANS FROM 1-TIME PROJ FND-041	(\$0)	(\$0)	(\$0)	
<b>58 - TRANSFER FROM FUNDS Total</b>	<b>\$2,715,194</b>	<b>\$2,715,192</b>	<b>\$2</b>	<b>100.0%</b>
<b>59 - OTHER SOURCES</b>				
509105 - SALE OF MATERIALS	\$2,500	\$3,684	(\$1,184)	147.4%
509201 - INSURANCE RECOVERY	(\$0)	(\$0)	(\$0)	
509501 - COLLECTION OF BAD DEBTS	\$	(\$0)	\$	0.0%
509502 - MISCELLANEOUS WRITEOFFS	\$	(\$0)	\$	0.0%
509601 - MISCELLANEOUS REVENUE	\$145,000	\$518,114	(\$373,114)	357.3%
509602 - CASH OVER AND SHORT	(\$0)	(\$7,123)	\$7,123	
509604 - POLICE ACCIDENT REPORTS	\$3,500	\$3,234	\$266	92.4%
509606 - AUCTION PROCEEDS	\$	(\$0)	\$	0.0%
509612 - CITY SERVICES REIMBURSEMENT	\$58,000	\$42,160	\$15,840	72.7%
509613 - WORKERS COMP REIMBURSEMENT	\$50,000	\$70,043	(\$20,043)	140.1%
509614 - RENTAL OF TOWER	\$200,000	\$182,463	\$17,537	91.2%
509617 - LEASE INCOME	(\$0)	(\$0)	(\$0)	
509618 - GAS WELL OIL REVENUE	\$9,500	\$15,754	(\$6,254)	165.8%
<b>59 - OTHER SOURCES Total</b>	<b>\$468,500</b>	<b>\$828,329</b>	<b>(\$359,829)</b>	<b>176.8%</b>
<b>Total Revenues</b>	<b>\$35,080,959</b>	<b>\$34,021,002</b>	<b>\$1,059,957</b>	<b>97.0%</b>



# ***PROPERTY TAX COLLECTIONS***

## **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE Property Tax Collections Report September 01 - 30, 2022					
	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
<b>Collections:</b>					
Payments Received	AC003P	\$22,672.32	\$5,903.39	\$5,046.95	\$33,622.66
<b>Adjustments to Collections:</b>					
Refunds/Levy Corrections	AC003A	\$0.00	\$0.00	\$0.00	\$0.00
Return Check Items	AC003A	(\$2,214.24)	(\$431.77)	(\$529.20)	(\$3,175.21)
Transfers/Reversals	AC003A	\$0.00	\$0.00	\$0.00	\$0.00
Total Adjustments to Collections	<b>AC003A</b>	<b>(\$2,214.24)</b>	<b>(\$431.77)</b>	<b>(\$529.20)</b>	<b>(\$3,175.21)</b>
Maintenance & Operations	AC002A	\$19,048.45	\$5,078.54	\$4,517.75	\$28,644.74
Interest & Sinking	AC002A	\$1,409.63	\$393.08	\$0.00	\$1,802.71
<b>Net Collections</b>	<b>AC002A</b>	<b>\$20,458.08</b>	<b>\$5,471.62</b>	<b>\$4,517.75</b>	<b>\$30,447.45</b>
Transferred Refund from Escrow	AC002A	\$0.00			\$0.00
Rendition Penalty	AC006A	(\$12.15)			(\$12.15)
Collections Fee		\$0.00			\$0.00
<b>Total Miscellaneous Items</b>		<b>(\$12.15)</b>			<b>(\$12.15)</b>
M&O Net Payment to Entity		\$19,036.30	\$5,078.54		\$24,114.84
I&S Net Payment to Entity		\$1,409.63	\$393.08		\$1,802.71
<b>Total Net Payment to Entity</b>		<b>\$20,445.93</b>	<b>\$5,471.62</b>		<b>\$25,917.55</b>
Net Adjustment to Levy	AR006A	\$0.00			
<b>Current Year Collection Percentage Based on Monthly Collections:</b>				<b>98.57%</b>	

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.



*Laura Mati*  
Notary Public, State of Texas

*John R. Ames*  
John R. Ames, CTA  
Dallas County Tax Assessor/Collector *JP*

Sworn and subscribed before me, this 6 day of October, 2022.



# ***SALES TAX ALLOCATION WORKSHEETS***

## **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

## SALES TAX ALLOCATION HISTORICAL SUMMARIES

City of Duncanville  
 Authority Code: 2057084  
 2 CENT AUTHORIZATION

### TOTAL SALES TAXES COLLECTED AND RECEIVED

.02 CENT ALLOCATION		FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
OCT	DEC	785,673.18	830,234.09	899,967.44	808,134.72	795,078.73	757,765.62
NOV	JAN	970,431.17	802,203.37	799,874.76	761,307.93	767,921.23	734,158.60
DEC	FEB	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46	1,022,043.71	954,232.76
JAN	MAR	915,721.95	798,307.67	692,647.12	751,474.37	758,469.91	729,618.81
FEB	APR	867,075.56	816,989.85	677,611.75	763,496.18	749,939.85	728,094.64
MAR	MAY	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79	1,098,423.67	1,051,996.14
APRIL	JUN	1,053,655.75	1,073,951.31	773,096.95	846,390.05	859,016.38	758,411.66
MAY	JUL	1,055,650.56	895,092.16	809,543.87	879,867.74	914,446.54	913,708.88
JUNE	AUG	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27	1,017,289.66	810,341.53
JULY	SEP	1,039,021.98	1,013,137.28	774,925.04	861,472.41	906,973.60	776,192.36
AUG	OCT	972,252.62	917,440.10	806,953.30	885,497.37	871,174.23	786,931.83
SEPT	NOV	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43	1,027,247.60	945,418.23
TOTAL		12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72	10,788,025.11	9,946,871.06



### GENERAL FUND CITY and PROPERTY TAX RELIEF SALES TAX ALLOCATION

75% OF .02 CENT ALLOCATION

COLLECTION MONTH	RECEIVED MONTH	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
OCT	DEC	589,254.89	622,675.57	674,975.58	606,101.04	596,309.05	568,324.22
NOV	JAN	727,823.38	601,652.53	599,906.07	570,980.95	575,940.92	550,618.95
DEC	FEB	905,718.41	783,997.69	820,413.32	736,906.10	766,532.78	715,674.57
JAN	MAR	686,791.46	598,730.75	519,485.34	563,605.78	568,852.43	547,214.11
FEB	APR	650,306.67	612,742.39	508,208.81	572,622.14	562,454.89	546,070.98
MAR	MAY	1,028,306.01	911,508.92	666,092.97	801,940.34	823,817.75	788,997.11
APRIL	JUN	790,241.81	805,463.48	579,822.71	634,792.54	644,262.29	568,808.75
MAY	JUL	791,737.92	671,319.12	607,157.90	659,900.81	685,834.91	685,281.66
JUNE	AUG	956,200.09	848,013.12	765,851.67	763,713.20	762,967.25	607,756.15
JULY	SEP	779,266.49	759,852.96	581,193.78	646,104.31	680,230.20	582,144.27
AUG	OCT	729,189.47	688,080.08	605,214.98	664,123.03	653,380.67	590,198.87
SEPT	NOV	933,330.89	877,049.80	777,172.12	767,706.32	770,435.70	709,063.67
TOTAL		9,568,167.47	8,781,086.39	7,705,495.25	7,988,496.54	8,091,018.83	7,460,153.30

ECONOMIC DEVELOPMENT CORPORATION							
50% OF .01 CENT ALLOCATION-ECONOMIC DEVELOPMENT							
COLLECTION MONTH	RECEIVED MONTH	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
OCT	DEC	196,418.30	207,558.52	224,991.86	202,033.68	198,769.68	189,441.41
NOV	JAN	242,607.79	200,550.84	199,968.69	190,326.98	191,980.31	183,539.65
DEC	FEB	301,906.14	261,332.56	273,471.11	245,635.37	255,510.93	238,558.19
JAN	MAR	228,930.49	199,576.92	173,161.78	187,868.59	189,617.48	182,404.70
FEB	APR	216,768.89	204,247.46	169,402.94	190,874.05	187,484.96	182,023.66
MAR	MAY	342,768.67	303,836.31	222,030.99	267,313.45	274,605.92	262,999.04
APRIL	JUN	263,413.94	268,487.83	193,274.24	211,597.51	214,754.10	189,602.92
MAY	JUL	263,912.64	223,773.04	202,385.97	219,966.94	228,611.64	228,427.22
JUNE	AUG	318,733.36	282,671.04	255,283.89	254,571.07	254,322.42	202,585.38
JULY	SEP	259,755.50	253,284.32	193,731.26	215,368.10	226,743.40	194,048.09
AUG	OCT	243,063.16	229,360.03	201,738.33	221,374.34	217,793.56	196,732.96
SEPT	NOV	311,110.30	292,349.93	259,057.37	255,902.11	256,811.90	236,354.56
TOTAL		3,189,389.16	2,927,028.80	2,568,498.42	2,662,832.18	2,697,006.28	2,486,717.77
Check Fig. vs. TOTAL		12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72	10,788,025.11	9,946,871.06

## CITY OF DUNCANVILLE

**GENERAL FUND EXPENDITURES BY DEPT/DIV- SEPTEMBER 30, 2022**

OPERATING EXPENDITURES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
<b>0101 - GENERAL GOV. SERVICES DEPT.</b>				
01011000 - MAYOR AND COUNCIL	(\$152,774)	(\$125,811)	(\$16,474)	82.4%
01011100 - CITY ADMINISTRATION	(\$708,421)	(\$746,771)	\$38,504	105.4%
01011200 - CITY SECRETARY	(\$350,264)	(\$313,651)	(\$36,456)	89.5%
01011300 - HUMAN RESOURCES	(\$457,780)	(\$414,256)	(\$19,986)	90.5%
01011400 - INFO TECHNOLOGY	(\$981,101)	(\$864,167)	(\$58,770)	88.1%
01011500 - PUBLIC INFORMATION OFFICE	(\$166,055)	(\$185,383)	\$20,530	111.6%
01011600 - PUBLIC LIBRARY	(\$949,990)	(\$951,583)	\$4,311	100.2%
01011700 - CITY MARSHAL	(\$100,048)	(\$90,292)	(\$8,460)	90.2%
<b>0101 - GENERAL GOV. SERVICES DEPT. Total</b>	<b>(\$3,866,433)</b>	<b>(\$3,691,913)</b>	<b>(\$76,802)</b>	<b>95.5%</b>
<b>0102 - FISCAL SERVICES DEPT.</b>				
01022000 - ACCOUNTING & REPORTING	(\$617,792)	(\$594,475)	\$37,894	96.2%
01022300 - MUNICIPAL COURT	(\$469,058)	(\$435,412)	(\$14,719)	92.8%
01022500 - PROCUREMENT OFFICE	(\$156,289)	(\$181,374)	\$69,119	116.1%
<b>0102 - FISCAL SERVICES DEPT. Total</b>	<b>(\$1,243,139)</b>	<b>(\$1,211,260)</b>	<b>\$92,294</b>	<b>97.4%</b>
<b>0103 - NEIGHBORHOOD &amp; PLANNING DEPT.</b>				
01036100 - BUILDING INSPECTION	(\$567,635)	(\$514,921)	(\$48,705)	90.7%
01036400 - PLANNING SERVICES-PYS 21	(\$0)	(\$0)	(\$0)	
01036401 - PLANNING SERVICES-CURRENT	(\$200,578)	(\$146,602)	(\$53,952)	73.1%
01036500 - NEIGHBORHOOD SERVICES	(\$449,684)	(\$402,627)	(\$40,021)	89.5%
01036501 - CODE SERVICES	(\$0)	(\$0)	(\$0)	
<b>0103 - NEIGHBORHOOD &amp; PLANNING DEPT. Total</b>	<b>(\$1,217,897)</b>	<b>(\$1,064,150)</b>	<b>(\$142,678)</b>	<b>87.4%</b>
<b>0104 - PARK AND RECREATION DEPT.</b>				
01044000 - PARK & REC ADMINISTRATION	(\$266,378)	(\$276,520)	\$10,160	103.8%
01044100 - REC PROGRAM ADMIN	(\$396,737)	(\$348,795)	(\$47,710)	87.9%
01044101 - RECREATIONAL PROGRAMS	(\$7,956)	(\$7,808)	(\$148)	98.1%
01044102 - REC PROGRAM CAMPS-closed	(\$0)	(\$0)	(\$0)	
01044200 - SPECIAL EVENTS ADMIN	(\$222,463)	(\$172,542)	(\$40,266)	77.6%
01044300 - ATHLETIC PROGRAMMING	(\$413,642)	(\$296,475)	(\$107,655)	71.7%
01044500 - HORTICULTURE	(\$180,926)	(\$137,681)	(\$43,789)	76.1%
01044600 - PARK GROUNDS MAINTENANCE	(\$1,457,125)	(\$973,024)	(\$305,744)	66.8%
01044900 - SENIOR CENTER	(\$200,860)	(\$183,444)	(\$17,333)	91.3%
01044901 - SENIOR CENTER CLASSES	(\$4,600)	(\$1,670)	(\$2,930)	36.3%
01044911 - SENIOR CENTER TRIPS	(\$600)	(\$89)	(\$511)	14.8%
<b>0104 - PARK AND RECREATION DEPT. Total</b>	<b>(\$3,151,286)</b>	<b>(\$2,398,047)</b>	<b>(\$555,928)</b>	<b>76.1%</b>
<b>0105 - POLICE SERVICES DEPT.</b>				
01055000 - POLICE ADMINISTRATION	(\$2,023,439)	(\$2,072,486)	\$186,208	102.4%
01055100 - PATROL	(\$5,159,718)	(\$4,925,816)	(\$227,923)	95.5%
01055200 - CRIMINAL INVESTIGATION	(\$1,576,520)	(\$1,561,595)	(\$12,767)	99.1%
01055300 - ANIMAL CONTROL	(\$489,776)	(\$486,792)	\$25,636	99.4%
01055400 - SCHOOL GUARDS	(\$84,963)	(\$86,559)	\$1,597	101.9%
01055500 - CRIME PREVENTION	(\$192,399)	(\$190,642)	(\$1,359)	99.1%
01055600 - SWAT ORG	(\$0)	(\$1,040)	\$1,040	
01055700 - RECORDS	(\$347,640)	(\$309,723)	(\$36,280)	89.1%

## CITY OF DUNCANVILLE

**GENERAL FUND EXPENDITURES BY DEPT/DIV- SEPTEMBER 30, 2022**

OPERATING EXPENDITURES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
01055800 - DETENTION SERVICES	(\$0)	(\$3)	\$3	
01055900 - POLICE SPECIAL SERVICES	(\$549,155)	(\$399,397)	(\$149,596)	72.7%
<b>0105 - POLICE SERVICES DEPT. Total</b>	<b>(\$10,423,609)</b>	<b>(\$10,034,053)</b>	<b>(\$213,441)</b>	<b>96.3%</b>
<b>0106 - PUBLIC WORKS DEPT.</b>				
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	(\$391,722)	(\$341,072)	(\$48,166)	87.1%
01066200 - STREET MAINTENANCE	(\$3,596,110)	(\$2,923,290)	(\$282,324)	81.3%
01066300 - TRAFFIC OPERATIONS	(\$981,755)	(\$963,616)	(\$17,831)	98.2%
01066700 - EQUIPMENT SERVICES	(\$1,182,825)	(\$1,063,453)	(\$56,962)	89.9%
01066800 - BUILDING MAINTENANCE	(\$903,750)	(\$818,670)	(\$61,818)	90.6%
<b>0106 - PUBLIC WORKS DEPT. Total</b>	<b>(\$7,056,162)</b>	<b>(\$6,110,102)</b>	<b>(\$467,100)</b>	<b>86.6%</b>
<b>0107 - FIRE SERVICES DEPT.</b>				
01077000 - FIRE ADMINISTRATION	(\$658,313)	(\$669,075)	\$27,731	101.6%
01077100 - FIRE PREVENTION	(\$318,593)	(\$249,961)	(\$67,713)	78.5%
01077200 - FIRE SUPPRESSION	(\$4,434,499)	(\$4,400,753)	(\$16,919)	99.2%
01077300 - ADVANCED LIFE SUPPORT	(\$1,754,275)	(\$1,759,643)	\$26,884	100.3%
01077500 - EMERGENCY MANAGEMENT ADMIN	(\$133,390)	(\$129,655)	(\$3,720)	97.2%
<b>0107 - FIRE SERVICES DEPT. Total</b>	<b>(\$7,299,070)</b>	<b>(\$7,209,088)</b>	<b>(\$33,736)</b>	<b>98.8%</b>
<b>0108 - NON-DEPARTMENTAL</b>				
01088000 - GENERAL NON DEPARTMENTAL	(\$1,931,673)	(\$2,018,878)	\$92,073	104.5%
<b>0108 - NON-DEPARTMENTAL Total</b>	<b>(\$1,931,673)</b>	<b>(\$2,018,878)</b>	<b>\$92,073</b>	<b>104.5%</b>
<b>0109 - USE OF FUND BALANCE</b>				
01099000 - USE OF FUND BALANCE	(\$100,000)	(\$100,000)	(\$0)	100.0%
<b>0109 - USE OF FUND BALANCE Total</b>	<b>(\$100,000)</b>	<b>(\$100,000)</b>	<b>(\$0)</b>	<b>100.0%</b>
<b>Total Operating Expenditures</b>	<b>(\$36,289,269)</b>	<b>(\$33,837,492)</b>	<b>(\$1,305,318)</b>	<b>93.2%</b>

CITY OF DUNCANVILLE  
**USE OF GENERAL FUND BALANCE EXPENDITURES AS OF  
 SEPTEMBER 30, 2022**

EXPENDITURES	2022 FYTD ACTUALS	REVISED BUDGET	% OF ANNUAL BUDGET YTD
41010001 - GEN GOVT ONE TIME PROJ	(\$135,103)	(\$236,163)	57.2%
41040001 - PARKS ONE TIME PROJECTS	(\$0)	(\$76,000)	0.0%
41050001 - POLICE ONE TIME PROJ	(\$26,938)	(\$1,930,948)	1.4%
41060001 - PUBLIC WORKS ONE TIME PROJECTS	(\$8,800)	(\$655,399)	1.3%
<b>Total Operating Expenditures</b>	<b>(\$170,841)</b>	<b>(\$2,898,510)</b>	<b>5.9%</b>

**PROJECTS:**

POLICE P-25 COMPLIANT RADIOS

PUBLIC WORKS ERP SYSTEM

PUBLIC WORKS US 67 GATEWAY SIGNAGE

SECURITY UPGRADES (CAMERAS)



# ***WATER/SEWER UTILITY FUNDS***

## **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE  
**UTILITY OPERATING FUND- 002 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENSES	REVISED BUDGET	2022 FY TD ACTUALS	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
53 - FINES & FEES	\$2,500	\$3,640	(\$1,140)	145.6%	\$4,202	84.05%
54 - INTERGOV REVENUES	\$600	\$23,733	(\$23,133)	3955.4%	\$677	112.79%
55 - INTEREST	\$17,000	\$15,672	\$1,328	92.2%	\$33,292	104.04%
57 - CHARGES FOR SERVICES	\$16,973,000	\$17,595,847	(\$622,847)	103.7%	\$17,238,245	95.37%
59 - OTHER SOURCES	\$300,169	\$316,706	(\$16,537)	105.5%	\$34,490	118.91%
<b>Revenue Total</b>	<b>\$17,293,269</b>	<b>\$17,955,598</b>	<b>(\$662,329)</b>	<b>103.8%</b>	<b>\$17,310,906</b>	<b>95.42%</b>
<b>Expense</b>						
60 - SALARY AND BENEFITS	(\$2,305,829)	(\$2,035,375)	(\$270,455)	88.3%	(\$2,024,354)	95.16%
72 - SUPPLIES & MATERIALS	(\$489,101)	(\$282,222)	(\$206,879)	57.7%	(\$371,643)	74.50%
73 - CONTRACT & PROF SVCS	(\$9,476,628)	(\$9,175,541)	(\$301,087)	96.8%	(\$9,060,122)	97.54%
74 - MAINT & REPAIR SVCS	(\$338,385)	(\$261,110)	(\$77,275)	77.2%	(\$277,524)	74.28%
75 - UTILITIES	(\$121,416)	(\$51,467)	(\$69,949)	42.4%	(\$116,180)	83.18%
76 - CAPITAL OUTLAY	(\$21,368)	(\$0)	(\$21,368)	0.0%	(\$301,705)	1411.95%
77 - DEBT SERVICES	(\$0)	(\$0)	(\$0)		(\$96,047)	0.00%
78 - TRANSFER TO FUNDS	(\$7,527,483)	(\$5,026,783)	(\$2,500,700)	66.8%	(\$7,409,208)	100.00%
79 - OTHER FINANCING USES	(\$19,160)	(\$6,008)	(\$13,152)	31.4%	(\$7,784)	70.47%
<b>Expense Total</b>	<b>(\$20,299,370)</b>	<b>(\$16,838,505)</b>	<b>(\$3,460,865)</b>	<b>83.0%</b>	<b>(\$19,664,569)</b>	<b>98.97%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>(\$3,006,101)</b>	<b>\$1,117,092</b>	<b>(\$4,123,194)</b>		<b>(\$2,353,662)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$14,495,358</b>	<b>\$14,495,358</b>				
<b>ENDING FUND BALANCE</b>	<b>\$11,489,257</b>	<b>\$15,612,451</b>				
<b>FUND BALANCE RESERVE REQUIREMENT POLICY</b>						
% of Fund Balance To Exp. Ratio	56.6%	92.7%				
# of Days Coverage	204	334				

CITY OF DUNCANVILLE  
**UTILITY CIP FUND-017 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENSES	REVISED BUDGET	2022 FYTD ACTUALS	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
55 - INTEREST	\$500	(\$0)	\$500	0.0%	\$127	63.4%
58 - TRANSFER FROM FUNDS	\$5,000,000	\$2,500,000	\$2,500,000	50.0%	\$4,166,667	83.3%
<b>Revenue Total</b>	<b>\$5,000,500</b>	<b>\$2,500,000</b>	<b>\$2,500,500</b>	<b>50.0%</b>	<b>\$4,166,793</b>	<b>83.3%</b>
<b>Expense</b>						
73 - CONTRACT & PROF SVCS	(\$364,469)	(\$157,517)	(\$206,952)	43.2%	(\$141,960)	29.7%
76 - CAPITAL OUTLAY	(\$5,169,774)	(\$2,820,797)	(\$2,348,977)	54.6%	(\$2,013,747)	30.3%
<b>Expense Total</b>	<b>(\$5,534,242)</b>	<b>(\$2,978,314)</b>	<b>(\$2,555,929)</b>	<b>53.8%</b>	<b>(\$2,155,707)</b>	<b>30.3%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>(\$533,742)</b>	<b>(\$478,314)</b>	<b>(\$55,429)</b>		<b>\$2,011,086</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$846,203</b>	<b>\$846,203</b>				
<b>ENDING FUND BALANCE</b>	<b>\$312,461</b>	<b>\$367,889</b>				





## ***OTHER MAJOR FUNDS***

### **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE  
**ECONOMIC DEVELOPMENT FUND-012 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENDITURES	BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
51 - SALES & OTHER TAXES	\$3,079,326	\$2,939,540	\$139,786	95.5%	1,885,432	67.84%
55 - INTEREST	\$2,000	(\$0)	\$2,000	0.0%	463	23.16%
59 - OTHER SOURCES	(\$0)	(\$0)	(\$0)		0	0.00%
<b>Revenue Total</b>	<b>\$3,081,326</b>	<b>\$2,939,540</b>	<b>\$141,786</b>	<b>95.4%</b>	<b>1,885,895</b>	<b>67.81%</b>
<b>Expense</b>						
60 - SALARY AND BENEFITS	(\$406,026)	(\$364,820)	(\$41,206)	89.9%	(131,659)	61.89%
72 - SUPPLIES & MATERIALS	(\$64,348)	(\$56,056)	(\$8,832)	87.1%	(19,471)	47.20%
73 - CONTRACT & PROF SVCS	(\$224,437)	(\$77,455)	(\$101,582)	34.5%	(28,793)	35.50%
74 - MAINT & REPAIR SVCS	(\$67,600)	(\$43,323)	(\$6,236)	64.1%	(35,539)	52.57%
75 - UTILITIES	(\$21,100)	(\$9,535)	(\$11,565)	45.2%	(6,673)	31.62%
76 - CAPITAL OUTLAY	(\$77,000)	(\$20,524)	(\$31,476)	26.7%	0	0.00%
77 - DEBT SERVICES	(\$0)	(\$0)	(\$0)		487,546	-99.84%
78 - TRANSFER TO FUNDS	(\$653,336)	(\$630,114)	(\$23,222)	96.4%	(585,107)	92.72%
79 - OTHER FINANCING USES	(\$1,839,617)	(\$1,569,599)	(\$270,018)	85.3%	(206,168)	43.00%
<b>Expense Total</b>	<b>(\$3,353,464)</b>	<b>(\$2,771,426)</b>	<b>(\$494,137)</b>	<b>82.6%</b>	<b>(1,500,957)</b>	<b>74.21%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>(\$272,138)</b>	<b>\$168,115</b>	<b>(\$352,351)</b>	<b>-61.8%</b>	<b>(\$384,938)</b>	

<b>BEGINNING FUND BALANCE</b>	<b>\$5,013,633</b>	<b>\$5,013,633</b>
<b>ENDING FUND BALANCE</b>	<b>\$4,741,495</b>	<b>\$5,181,748</b>

**Note:**

INCLUDES A GRANT TO THE  
 FIELDHOUSE FUND-456 FOR THE  
 OUTSTANDING DEBT SERVICES FOR  
 THE SERIES 2016A BONDS IN THE  
 AMOUNT OF \$2,025,000. MATURES  
 FEBRUARY 15, 2025.

CITY OF DUNCANVILLE  
**FIELDHOUSE FUND-456 AT SEPTEMBER 30, 2022**

REVENUES and EXPENDITURES	BUDGET	2022 FYTD ACTUALS	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2021 FYTD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
57 - CHARGES FOR SERVICES	\$1,271,750	\$1,106,553	\$165,197	87.0%	\$950,961	92.2%
58 - TRANSFER FROM FUNDS	\$538,475	\$515,375	\$23,100	95.7%	\$507,425	94.4%
59 - OTHER SOURCES	\$130,000	\$115,066	\$14,934	88.5%	\$101,538	88.8%
<b>Revenue Total</b>	<b>\$1,940,225</b>	<b>\$1,736,993</b>	<b>\$203,232</b>	<b>89.5%</b>	<b>\$1,559,924</b>	<b>92.7%</b>
<b>Expense</b>						
60 - SALARY AND BENEFITS	(\$528,366)	(\$525,293)	(\$3,073)	99.4%	(\$370,748)	73.9%
72 - SUPPLIES & MATERIALS	(\$261,750)	(\$214,655)	(\$47,094)	82.0%	(\$112,990)	71.0%
73 - CONTRACT & PROF SVCS	(\$402,953)	(\$357,924)	(\$45,030)	88.8%	(\$227,349)	70.1%
74 - MAINT & REPAIR SVCS	(\$77,713)	(\$68,610)	(\$9,103)	88.3%	(\$15,213)	58.9%
75 - UTILITIES	(\$111,704)	(\$60,814)	(\$50,889)	54.4%	(\$70,467)	58.8%
76 - CAPITAL OUTLAY	(\$6,000)	(\$0)	(\$6,000)	0.0%	\$0	0.0%
77 - DEBT SERVICES	(\$538,975)	(\$515,825)	(\$23,150)	95.7%	(\$507,875)	94.3%
78 - TRANSFER TO FUNDS	(\$3,900)	(\$3,575)	(\$325)	91.7%	(\$3,413)	83.3%
79 - OTHER FINANCING USES	(\$2,500)	(\$1,175)	(\$1,325)	47.0%	(\$201)	13.4%
<b>Expense Total</b>	<b>(\$1,933,861)</b>	<b>(\$1,747,871)</b>	<b>(\$185,990)</b>	<b>90.4%</b>	<b>(\$1,308,256)</b>	<b>78.1%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>\$6,364</b>	<b>(\$10,878)</b>	<b>\$17,242</b>	<b>-170.9%</b>	<b>\$251,668</b>	

<b>BEGINNING FUND BALANCE</b>	<b>(\$1,408,819)</b>	<b>(\$1,408,819)</b>
-------------------------------	----------------------	----------------------

<b>ENDING FUND BALANCE</b>	<b>(\$1,402,455)</b>	<b>(\$1,419,697)</b>
----------------------------	----------------------	----------------------



## ***ALL OTHER FUNDS***

### **MONTHLY FINANCIAL REPORT**

Prepared by  
FISCAL SERVICES DEPARTMENT

### SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$762,925</b>	<b>008 - COMPREHENSIVE SELF INSURANCE</b>					
	Revenue	\$467,616	\$467,629	\$13	100.00%	
	Expense	(\$608,418)	(\$640,000)	(\$31,582)	95.07%	
	<b>008 - COMPREHENSIVE SELF INSURANCE Total</b>	<b>(\$140,802)</b>	<b>(\$172,371)</b>			<b>\$622,123</b>
<b>\$2,731,474</b>	<b>010 - HOTEL TAX FUND</b>					
	Revenue	\$794,720	\$881,000	\$86,280	90.21%	
	Expense	(\$235,157)	(\$741,536)	(\$506,380)	31.71%	
	<b>010 - HOTEL TAX FUND Total</b>	<b>\$559,563</b>	<b>\$139,464</b>			<b>\$3,291,037</b>
<b>\$306,890</b>	<b>013 - GRANT FUND</b>					
	Revenue	\$75,495	\$72,000	(\$3,495)	104.85%	
	Expense	(\$305,340)	(\$430,639)	(\$14,777)	70.90%	
	<b>013 - GRANT FUND Total</b>	<b>(\$229,845)</b>	<b>(\$358,639)</b>			<b>\$77,045</b>
<b>\$353,279</b>	<b>033 - TAX INCREMENT FINANCING FUND</b>					
	Revenue	\$58,717	\$75,575	\$16,858	77.69%	
	Expense	(\$0)	(\$2,750)	(\$2,750)	0.00%	
	<b>033 - TAX INCREMENT FINANCING FUND Total</b>	<b>\$58,717</b>	<b>\$72,825</b>			<b>\$411,996</b>
<b>\$88,875</b>	<b>050 - POLICE FORFEITURE/SEIZURE FUND</b>					
	Revenue	\$3,217	\$1,300	(\$1,917)	247.46%	
	Expense	(\$80,730)	(\$60,774)	\$19,956	132.84%	
	<b>050 - POLICE FORFEITURE/SEIZURE FUND Total</b>	<b>(\$77,513)</b>	<b>(\$59,474)</b>			<b>\$11,362</b>
<b>\$134,567</b>	<b>051 - STATE ASSET FORFEITURE FUND</b>					
	Revenue	\$62,759	\$5,500	(\$57,259)	1141.07%	
	Expense	(\$49,692)	(\$79,248)	(\$29,066)	62.70%	
	<b>051 - STATE ASSET FORFEITURE FUND Total</b>	<b>\$13,067</b>	<b>(\$73,748)</b>			<b>\$147,634</b>

### SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$138,119</b>	<b>052 - FEDERAL ASSET FORFEITURE FUND</b>					
	Revenue	\$4,775	\$30,000	\$25,225	15.92%	
	Expense	(\$85,883)	(\$96,576)	(\$10,693)	88.93%	
	<b>052 - FEDERAL ASSET FORFEITURE FUND Total</b>	<b>(\$81,108)</b>	<b>(\$66,576)</b>	<b>\$14,532</b>	<b>121.83%</b>	<b>\$57,011</b>
<b>\$0</b>	<b>205 - FIRE DONATIONS FUND</b>					
	Revenue	\$500	(\$0)	(\$500)		
	Expense	(\$0)	(\$0)	(\$0)		
	<b>205 - FIRE DONATIONS FUND Total</b>	<b>\$500</b>	<b>(\$0)</b>	<b>(\$500)</b>		<b>\$500</b>
<b>\$0</b>	<b>215 - PEG FUND</b>					
	Revenue	\$141,010	(\$0)	(\$141,010)		
	Expense	(\$0)	(\$0)	\$73,084		
	<b>215 - PEG FUND Total</b>	<b>\$141,010</b>	<b>(\$0)</b>	<b>(\$67,926)</b>		<b>\$141,010</b>
<b>\$47,418</b>	<b>225 - COURT SECURITY FUND</b>					
	Revenue	\$8,050	\$8,600	\$550	93.61%	
	Expense	(\$0)	(\$35,527)	(\$35,527)	0.00%	
	<b>225 - COURT SECURITY FUND Total</b>	<b>\$8,050</b>	<b>(\$26,927)</b>			<b>\$55,468</b>
<b>\$16,943</b>	<b>230 - JUVENILE CASE MANAGER FUND</b>					
	Revenue	\$8,844	\$10,000	\$1,156	88.44%	
	Expense	(\$25,561)	(\$26,209)	(\$647)	97.53%	
	<b>230 - JUVENILE CASE MANAGER FUND Total</b>	<b>(\$16,717)</b>	<b>(\$16,209)</b>			<b>\$226</b>
<b>\$35,002</b>	<b>235 - COURT TECHNOLOGY</b>					
	Revenue	\$6,987	\$7,500	\$513	93.16%	
	Expense	(\$0)	(\$970)	(\$970)	0.00%	
	<b>235 - COURT TECHNOLOGY Total</b>	<b>\$6,987</b>	<b>\$6,530</b>			<b>\$41,989</b>

### SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>(\$139,079)</b>	<b>757 - EMERGENCY/ DISASTER RELIEF</b>					
	Revenue	\$47,566	(\$0)	(\$47,566)		
	Expense	(\$121,603)	(\$0)	\$121,603		
	<b>757 - EMERGENCY/ DISASTER RELIEF Total</b>	<b>(\$74,037)</b>	<b>(\$0)</b>			<b>(\$213,116)</b>
<b>\$4,801,199</b>	<b>758 - AMERICAN RESCUE PLAN</b>					
	Revenue	\$4,496	\$4,800,000	\$4,795,504	0.09%	
	Expense	(\$1,928,051)	(\$4,800,000)	(\$2,565,093)	40.17%	
	<b>758 - AMERICAN RESCUE PLAN Total</b>	<b>(\$1,923,555)</b>	<b>(\$0)</b>			<b>\$2,877,644</b>

### DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	AVAILABLE BUDGET	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$1,385,475</b>	<b>005 - DEBT SERVICE FUND</b>					
	Revenue	\$1,267,667	\$1,410,157	\$142,490	89.90%	
	Expense	(\$1,128,316)	(\$1,482,357)	(\$354,041)	76.12%	
	<b>005 - DEBT SERVICE FUND Total</b>	<b>\$139,351</b>	<b>(\$72,200)</b>			<b>\$1,524,826</b>
<b>\$2,110,807</b>	<b>016 - FLEET/EQUIP REPR/REPLACE FUND</b>					
	Revenue	\$892,924	\$904,709	\$11,785	98.70%	
	Expense	(\$652,573)	(\$2,003,213)	(\$628,615)	32.58%	
	<b>016 - FLEET/EQUIP REPR/REPLACE FUND Total</b>	<b>\$240,350</b>	<b>(\$1,098,504)</b>			<b>\$2,351,157</b>
<b>\$195,745</b>	<b>020 - STREET/ALLEY CIP FUND</b>					
	Revenue	\$393,522	\$951,722	\$558,200	41.35%	
	Expense	(\$245,572)	(\$464,766)	(\$149,853)	52.84%	
	<b>020 - STREET/ALLEY CIP FUND Total</b>	<b>\$147,949</b>	<b>\$486,956</b>			<b>\$343,694</b>
<b>\$21,043</b>	<b>024 - PARK CAPITAL IMPROV FUND</b>					
	Revenue	(\$0)	\$5,220,000	\$5,220,000	0.00%	
	Expense	(\$0)	(\$20,000)	(\$20,000)	0.00%	
	<b>024 - PARK CAPITAL IMPROV FUND Total</b>	<b>(\$0)</b>	<b>\$5,200,000</b>	<b>\$5,200,000</b>	<b>0.00%</b>	<b>\$21,043</b>
<b>\$218,837</b>	<b>025 - ALLEY IMPROVEMENT FUND</b>					
	Revenue	(\$0)	\$150,000	\$150,000	0.00%	
	Expense	(\$21,991)	(\$228,444)	(\$204,011)	9.63%	
	<b>025 - ALLEY IMPROVEMENT FUND Total</b>	<b>(\$21,991)</b>	<b>(\$78,444)</b>			<b>\$196,847</b>
<b>\$19,771,548</b>	<b>026 - CAPITAL IMPROVEMENT PROJ FUND</b>					
	Revenue	\$29,281	\$100,000	\$70,719	29.28%	
	Expense	(\$1,687,451)	(\$10,427,432)	(\$2,889,476)	16.18%	
	<b>026 - CAPITAL IMPROVEMENT PROJ FUND Total</b>	<b>(\$1,658,170)</b>	<b>(\$10,327,432)</b>			<b>\$18,084,097</b>



# **DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF SEPTEMBER 30, 2022**

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	AVAILABLE BUDGET	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$243,522</b>						
	<b>031 - TRAFFIC IMPROVEMENT &amp; SAFETY</b>					
	Revenue	(\$0)	(\$0)	(\$0)		
	Expense	(\$243,522)	(\$243,522)	(\$0)	100.00%	<b>\$1</b>
	<b>031 - TRAFFIC IMPROVEMENT &amp; SAFETY Total</b>	<b>(\$243,522)</b>	<b>(\$243,522)</b>			
<b>\$105,798</b>						
	<b>032 - INFO TECH REPAIR/REPLACE FUND</b>					
	Revenue	\$239,348	\$385,996	\$146,648	62.01%	
	Expense	(\$237,063)	(\$229,800)	\$54,396	103.16%	<b>(\$131,265)</b>
	<b>032 - INFO TECH REPAIR/REPLACE FUND Total</b>	<b>\$2,285</b>	<b>\$156,196</b>			

**OTHER ENTERPRISE FUNDS AS OF SEPTEMBER 30, 2022**

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	AVAILABLE BUDGET	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$1,125,664</b>	<b>015 - DRAINAGE FUND</b>					
	Revenue	\$763,943	\$801,000	\$37,058	95.37%	
	Expense	(\$316,981)	(\$698,898)	(\$199,502)	45.35%	
	<b>015 - DRAINAGE FUND Total</b>	<b>\$446,961</b>	<b>\$102,102</b>			<b>\$1,572,625</b>
<b>\$838,612</b>	<b>019 - SANITATION FUND</b>					
	Revenue	\$3,861,786	\$4,120,500	\$258,714	93.72%	
	Expense	(\$4,235,393)	(\$4,608,585)	(\$309,381)	91.90%	
	<b>019 - SANITATION FUND Total</b>	<b>(\$373,606)</b>	<b>(\$488,085)</b>			<b>\$465,006</b>



## ***END OF REPORT***

***PLEASE CONTACT FINANCIAL SERVICES DIRECTOR WITH ANY QUESTIONS CONCERNING THIS REPORT.***

***edena.atmore@duncanville.com or 972-780-5005.***

Prepared by  
FINANCIAL SERVICES DEPARTMENT



**CITY OF DUNCANVILLE  
MONTHLY FINANCIAL REPORT**

**Fiscal Year 2021-2022**  
YEAR-TO-DATE OPERATIONS

**AS OF SEPTEMBER 30, 2022**

OCTOBER 1, 2021 TO SEPTEMBER 30, 2022

*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  
**12/15/2022**



## MEMORANDUM

**TO:** Aretha Ferrell-Benavides  
City Manager

Robert Brown, Jr.  
Assistant City Manager

**FROM:** Edena J. Atmore, CPA, CPM, CPFO  
Managing Director, Fiscal Services

**DATE:** December 15, 2022

**RE:** September 2022, Monthly Financial Report for the City of Duncanville, Texas

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through September 30, 2022, compared to the budgetary numbers for the fiscal year 2021-22. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included for your review. 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.

September is the last month of fiscal year (FY) 2021-2022. We expect to collect and spend most or all of the budgeted revenues and expenditures. Below are highlights of October 2021 through September 2022 governmental financial information.

### **General Fund:**

General Fund's unaudited ending fund balance for actuals is approximately \$15.4 million to date, which provides an expenditure coverage for 164 days of operations as of September 2022. The fiscal year for General Fund began with an audited fund balance of approximately \$15.3 million. The completed FY 2021 external audit report affirmed this beginning fund balance.

- Overall, collected General Fund revenues and service reimbursements are currently at 97% of the targeted budget of 100%. This variance is expected to get closer to the targeted percentage as we continue to review the revenues in anticipation of the annual audit.
  - Current property tax payments are at 100.4% of the budget. Dallas County has collected the majority of property tax revenues, and the collection rate has increased as expected for FY 2022. A certified copy of the Property Tax Collection Report is attached for your review on page 8 of this report.
  - Overall, sales tax revenues for this year exceeded the adopted budget but were less than the revised budget by 4.2%. The data reflects twelve fiscal months of collected revenue.

A breakdown of the sales tax allocations within city funds is attached for your review on page 10 of this report.

- Franchise fee revenues are received quarterly in arrears. Payments due to the City for the fourth quarter (July thru September) of the FY were remitted to the City in the first quarter of FY 2023. Franchise revenues consist of gas, electric, telephone, and cable television right-of-way fees collected from providers with city agreements to operate in the City of Duncanville.
  - Building permit and license revenue are at 85.3% of the annual budgeted amount, which is 26.4% less than collections from the prior fiscal year. This is an indication of a slowdown in housing permits and new development.
  - Our Charges for Services revenue collection percentage to budget is 37.5% less than last year's budget period. This source is mainly comprised of recreational and event fees. The revenue budget was increased from the prior FY by almost \$80,000, thus explaining the variance in collection percentage compared to the previous fiscal year.
  - In addition, attached is a detailed review of General Fund revenues by category.
- General Fund's total operating and project expenditures are 93.2% of the budget.
- To date, most operating expenditure categories are below the target of 100% for the current fiscal year. The expenditures are aligned with the prior year's actual-to-budget percentage.
  - Transfers to Other Funds have been aligned to match purchase requirements by other funds, such as fleet replacements or capital projects. Transfers to other funds include over \$2.7 million of excess Fund Balance for one-time projects per adopted budget.
  - In addition, attached is a detailed overview of the General Fund expenditures by department and division.

#### Utility Funds:

The **Utility Operating Fund's** audited beginning fund balance is \$14.5 million, with an actual year-to-date unaudited fund balance of \$15.6 million, providing an expenditure coverage of 334 days as of September 2022. Our revenues exceeded our expenditures for September by \$1,117,092.

- Total utility revenues are at 103.8% of the budget. In addition, the current water and sewer utility revenues reflect an increase in the amount collected compared to this same period last year.
- Total expenditures are at 83% of the budget. This amount includes payments to Dallas Water Utilities (water services) and Trinity River Authority (wastewater services).
  - Expenditures also include a transfer out to the General Fund for the cost of administrative activities performed by General Fund staff, such as accounting, city management, information technology, human resources, etc.
  - Transfers also include monthly installments that total \$5 million annually to the Utility CIP fund for utility capital improvement projects.
  - The **Utility CIP Fund's** budget as revised to spend \$5.1 million instead of over \$8 million for FY 2022. The CIP program for utility infrastructure was restructured to affordable levels for this current year. In addition, the Utility included the results of a water rate study performed by rate consultants for FY 2023 and consists of the required improvements for a reliable water and sewer infrastructure within the City.

**Other Funds:**

- The Economic Development Fund's audited beginning fund balance is \$5.01 million, with an actual to-date fund balance of approximately \$4.6 million.
- **Fieldhouse** operating revenues are 89.5% of the budgeted amount compared to 92.7% last year. Operating expenditures represent 90.4% of the period's budgeted target of 100% for this current fiscal year.
- A financial update on all Special Revenue, Debt Service, Capital/Replacement, and minor Enterprise funds of the City is included for your review starting on page 23 of this report.
- The American Rescue and Recovery Act funds of \$4.8 million are included in Fund 758 in the Special Revenue Funds report. To date, the City has expended \$1,928,051 of the American Rescue funds. The second phase of the grant funds was received on September 26, 2022.

Respectfully Submitted,

*Fiscal Services Staff*

CITY OF DUNCANVILLE

**GENERAL FUND-001 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENDITURES	REVISED BUDGET	2022 YTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
Revenue						
50 - PROPERTY TAXES	\$18,569,836	\$18,640,063	(\$70,227)	100.4%	\$19,219,947	105.7%
51 - SALES & OTHER TAXES	\$9,322,979	\$8,928,863	\$394,117	95.8%	\$8,939,100	106.4%
52 - PERMITS & LICENSES	\$1,428,850	\$1,219,055	\$209,795	85.3%	\$1,603,365	111.7%
53 - FINES & FEES	\$313,600	\$293,548	\$20,052	93.6%	\$644,322	132.4%
54 - INTERGOV REVENUES	\$182,500	\$133,514	\$48,986	73.2%	\$153,621	122.9%
55 - INTEREST	\$69,000	\$50,275	\$18,725	72.9%	\$139,903	100.6%
56 - FRANCHISE FEE REV	\$1,739,000	\$957,022	\$781,978	55.0%	\$1,798,295	104.4%
57 - CHARGES FOR SERVICES	\$271,500	\$255,543	\$15,957	94.1%	\$268,742	131.7%
58 - TRANSFER FROM FUNDS	\$2,715,194	\$2,715,192	\$2	100.0%	\$2,631,399	100.0%
59 - OTHER SOURCES	\$468,500	\$828,329	(\$359,829)	176.8%	\$580,185	146.1%
Revenue Total	\$35,080,959	\$34,021,404	\$1,059,555	97.0%	\$35,978,879	106.7%
Expense						
60 - SALARY AND BENEFITS	(\$22,277,323)	(\$21,656,492)	(\$618,889)	97.2%	(\$20,416,585)	95.7%
72 - SUPPLIES & MATERIALS	(\$1,933,574)	(\$1,307,519)	(\$425,379)	67.6%	(\$1,286,365)	82.6%
73 - CONTRACT & PROF SVCS	(\$7,604,502)	(\$7,020,501)	\$341,041	92.3%	(\$6,761,427)	93.5%
74 - MAINT & REPAIR SVCS	(\$749,887)	(\$604,897)	(\$91,484)	80.7%	(\$681,843)	88.8%
75 - UTILITIES	(\$926,828)	(\$530,437)	(\$392,617)	57.2%	(\$1,007,560)	98.0%
76 - CAPITAL OUTLAY	(\$162,935)	(\$155,610)	(\$5,324)	95.5%	(\$139,651)	92.6%
77 - DEBT SERVICES	(\$60,057)	(\$60,129)	\$72	100.1%	(\$240,228)	100.0%
78 - TRANSFER TO FUNDS	(\$2,198,598)	(\$2,187,040)	(\$11,558)	99.5%	(\$1,776,481)	94.9%
79 - OTHER FINANCING USES	(\$375,565)	(\$314,867)	(\$56,898)	83.8%	(\$114,171)	47.1%
Expense Total	(\$36,289,269)	(\$33,837,492)	(\$1,261,036)	93.2%	(\$32,424,312)	94.2%
Revenues Over/(Under) Exp.	(\$1,208,310)	\$183,912	(\$201,480)	-15.2%	\$3,554,567	
BEGINNING FUND BALANCE	\$15,268,747	\$15,268,747	TRANSFERS TO OTHER FUNDS INCLUDES \$2,703,103 FOR ONE-TIME PROJECTS FROM FUND BALANCE SEE USE OF FUND BAL SUMMARY-FUND 41			
ENDING FUND BALANCE	\$14,060,437	\$15,452,659				
FUND BALANCE RESERVE REQUIREMENT POLICY						
% of Fund Balance to Exp. Ratio	38.7%	45.7%				
# of Days Coverage	139	164				
Reserve Requirement \$\$ (60 days)	\$6,048,212	\$5,639,582				
Reserve Requirement %	17%	17%				
Excess Reserves	\$8,012,225	\$9,813,077				

Page 5 of 3



## CITY OF DUNCANVILLE

**GENERAL FUND REVENUE DETAILS AS OF SEPTEMBER 30, 2022**

REVENUES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
<b>50 - PROPERTY TAXES</b>				
501101 - CURRENT TAXES	\$18,324,836	\$18,408,687	(\$83,851)	100.5%
501102 - DELINQUENT TAXES	\$110,000	\$100,509	\$9,491	91.4%
501103 - PENALTIES AND INTEREST	\$135,000	\$130,868	\$4,132	96.9%
<b>50 - PROPERTY TAXES Total</b>	<b>\$18,569,836</b>	<b>\$18,640,063</b>	<b>(\$70,227)</b>	<b>100.4%</b>
<b>51 - SALES &amp; OTHER TAXES</b>				
501201 - STATE SALES TAX CITY PORTION	\$6,158,653	\$5,879,080	\$279,573	95.5%
501202 - SALES TAX PROPERTY TAX RELIEF	\$3,079,326	\$2,939,540	\$139,786	95.5%
501204 - ALCOHOLIC BEVERAGE TAX	\$85,000	\$110,242	(\$25,242)	129.7%
<b>51 - SALES &amp; OTHER TAXES Total</b>	<b>\$9,322,979</b>	<b>\$8,928,863</b>	<b>\$394,117</b>	<b>95.8%</b>
<b>52 - PERMITS &amp; LICENSES</b>				
502101 - BUILDING PERMITS	\$300,000	\$316,193	(\$16,193)	105.4%
502102 - ELECTRICAL PERMITS	\$25,000	\$33,898	(\$8,898)	135.6%
502103 - SOLICITOR LICENSES	\$1,350	\$1,425	(\$75)	105.6%
502105 - EMERGENCY MEDICAL SERVICE	\$850,000	\$596,463	\$253,537	70.2%
502106 - SIGN PERMITS	\$15,000	\$22,048	(\$7,048)	147.0%
502108 - HEALTH FOOD INSPECTION FEES	\$70,000	\$73,879	(\$3,879)	105.5%
502109 - PLUMBING AND AC PERMITS	\$55,000	\$58,992	(\$3,992)	107.3%
502111 - ZONING & SPEC USE PERMIT	\$8,500	\$13,250	(\$4,750)	155.9%
502114 - RENTAL PROPERTY REGISTRATION	\$50,000	\$59,555	(\$9,555)	119.1%
502120 - ALARM PERMITS	\$50,000	\$38,262	\$11,738	76.5%
502122 - POOL OR SPA INSPECTION FEE	\$4,000	\$5,090	(\$1,090)	127.3%
509607 - ANIMAL PERMITS	\$	(\$0)	\$	0.0%
<b>52 - PERMITS &amp; LICENSES Total</b>	<b>\$1,428,850</b>	<b>\$1,219,055</b>	<b>\$209,795</b>	<b>85.3%</b>
<b>53 - FINES &amp; FEES</b>				
502107 - WRECKER AND STORAGE FEES	\$	(\$0)	\$	0.0%
502112 - EMS SVCS COST SETTLEMENT	(\$0)	(\$0)	(\$0)	
502113 - SMALL CELL/ NETWORK NODE FEES	\$	(\$0)	\$	0.0%
503101 - MUNICIPAL COURT FINES	\$240,000	\$224,745	\$15,255	93.6%
503102 - COURT RELATED FEES	\$52,000	\$52,003	(\$3)	100.0%
503103 - SCHOOL CROSSING FEES	\$3,000	\$2,514	\$486	83.8%
503201 - LIBRARY FINES	\$3,500	\$6,750	(\$3,250)	192.9%
503301 - FALSE ALARM FINES	\$15,000	\$7,502	\$7,498	50.0%
509609 - RETURN CHECK FEES	\$100	\$35	\$65	35.0%
<b>53 - FINES &amp; FEES Total</b>	<b>\$313,600</b>	<b>\$293,548</b>	<b>\$20,052</b>	<b>93.6%</b>
<b>54 - INTERGOV REVENUES</b>				
504102 - DISD SCHOOL CROSSING GUARDS	\$42,500	\$54,089	(\$11,589)	127.3%
504103 - DALLAS CNTY CROSSING GUARD REV	\$40,000	\$32,479	\$7,521	81.2%
504109 - REIMB FOR REG EMERG MANAGER	\$100,000	\$46,946	\$53,054	46.9%
508203 - INTERGOV REIMBURSEMENT-CDBG	(\$0)	(\$0)	(\$0)	
<b>54 - INTERGOV REVENUES Total</b>	<b>\$182,500</b>	<b>\$133,514</b>	<b>\$48,986</b>	<b>73.2%</b>
<b>55 - INTEREST</b>				
505101 - INTEREST ON GOVT POOL INVEST	\$3,000	\$2,635	\$365	87.8%
505103 - CERT OF DEPOSIT INTEREST	\$36,000	\$18,448	\$17,552	51.2%
505106 - MONEY MARKET INTEREST	\$30,000	\$29,191	\$809	97.3%

## CITY OF DUNCANVILLE

**GENERAL FUND REVENUE DETAILS AS OF SEPTEMBER 30, 2022**

REVENUES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
<b>55 - INTEREST Total</b>	<b>\$69,000</b>	<b>\$50,275</b>	<b>\$18,725</b>	<b>72.9%</b>
<b>56 - FRANCHISE FEE REV</b>				
501301 - FRANCHISE FEE ELECTRIC	\$1,150,000	\$526,318	\$623,682	45.8%
501302 - FRANCHISE FEE GAS	\$332,000	\$295,433	\$36,567	89.0%
501303 - FRANCHISE FEE TELEPHONE	\$82,000	\$46,800	\$35,200	57.1%
501304 - FRANCHISE FEE CABLE TV	\$175,000	\$88,471	\$86,529	50.6%
501306 - FRANCHISE VIDEO SERV	(\$0)	(\$0)	(\$0)	
<b>56 - FRANCHISE FEE REV Total</b>	<b>\$1,739,000</b>	<b>\$957,022</b>	<b>\$781,978</b>	<b>55.0%</b>
<b>57 - CHARGES FOR SERVICES</b>				
507102 - RECREATION FEES	\$225,000	\$188,287	\$36,713	83.7%
507104 - SENIOR CENTER ANNUAL USER FEE	\$4,000	\$3,133	\$868	78.3%
507107 - RECREATION CENTER CLASSES	\$14,500	\$22,580	(\$8,080)	155.7%
507108 - SPECIAL EVENTS	\$17,000	\$22,553	(\$5,553)	132.7%
507109 - SENIOR CLASS/TRIPS	\$1,800	\$3,186	(\$1,386)	177.0%
509603 - LIBRARY SERVICE FEES	\$9,200	\$15,403	(\$6,203)	167.4%
<b>57 - CHARGES FOR SERVICES Total</b>	<b>\$271,500</b>	<b>\$255,141</b>	<b>\$16,359</b>	<b>94.0%</b>
<b>58 - TRANSFER FROM FUNDS</b>				
598002 - PILOT FEE TZ-CITY WWW UTILITY	\$543,862	\$543,864	(\$2)	100.0%
599002 - TRANS FROM UTILITY FUND-002	\$1,812,874	\$1,812,876	(\$2)	100.0%
599010 - TRANS FROM HOTEL FUND-010	\$55,091	\$55,092	(\$1)	100.0%
599012 - TRANS FROM EDC FUND-012	\$111,070	\$111,060	\$10	100.0%
599019 - TRANS FROM SANITATION FND-019	\$192,297	\$192,300	(\$3)	100.0%
599031 - TRANS FROM TRAFFIC IMP FND-031	(\$0)	(\$0)	(\$0)	
599041 - TRANS FROM 1-TIME PROJ FND-041	(\$0)	(\$0)	(\$0)	
<b>58 - TRANSFER FROM FUNDS Total</b>	<b>\$2,715,194</b>	<b>\$2,715,192</b>	<b>\$2</b>	<b>100.0%</b>
<b>59 - OTHER SOURCES</b>				
509105 - SALE OF MATERIALS	\$2,500	\$3,684	(\$1,184)	147.4%
509201 - INSURANCE RECOVERY	(\$0)	(\$0)	(\$0)	
509501 - COLLECTION OF BAD DEBTS	\$	(\$0)	\$	0.0%
509502 - MISCELLANEOUS WRITEOFFS	\$	(\$0)	\$	0.0%
509601 - MISCELLANEOUS REVENUE	\$145,000	\$518,114	(\$373,114)	357.3%
509602 - CASH OVER AND SHORT	(\$0)	(\$7,123)	\$7,123	
509604 - POLICE ACCIDENT REPORTS	\$3,500	\$3,234	\$266	92.4%
509606 - AUCTION PROCEEDS	\$	(\$0)	\$	0.0%
509612 - CITY SERVICES REIMBURSEMENT	\$58,000	\$42,160	\$15,840	72.7%
509613 - WORKERS COMP REIMBURSEMENT	\$50,000	\$70,043	(\$20,043)	140.1%
509614 - RENTAL OF TOWER	\$200,000	\$182,463	\$17,537	91.2%
509617 - LEASE INCOME	(\$0)	(\$0)	(\$0)	
509618 - GAS WELL OIL REVENUE	\$9,500	\$15,754	(\$6,254)	165.8%
<b>59 - OTHER SOURCES Total</b>	<b>\$468,500</b>	<b>\$828,329</b>	<b>(\$359,829)</b>	<b>176.8%</b>
<b>Total Revenues</b>	<b>\$35,080,959</b>	<b>\$34,021,002</b>	<b>\$1,059,957</b>	<b>97.0%</b>



# ***PROPERTY TAX COLLECTIONS***

## **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE Property Tax Collections Report September 01 - 30, 2022					
	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
<b>Collections:</b>					
Payments Received	AC003P	\$22,672.32	\$5,903.39	\$5,046.95	\$33,622.66
<b>Adjustments to Collections:</b>					
Refunds/Levy Corrections	AC003A	\$0.00	\$0.00	\$0.00	\$0.00
Return Check Items	AC003A	(\$2,214.24)	(\$431.77)	(\$529.20)	(\$3,175.21)
Transfers/Reversals	AC003A	\$0.00	\$0.00	\$0.00	\$0.00
Total Adjustments to Collections	AC003A	(\$2,214.24)	(\$431.77)	(\$529.20)	(\$3,175.21)
Maintenance & Operations	AC002A	\$19,048.45	\$5,078.54	\$4,517.75	\$28,644.74
Interest & Sinking	AC002A	\$1,409.63	\$393.08	\$0.00	\$1,802.71
<b>Net Collections</b>	<b>AC002A</b>	<b>\$20,458.08</b>	<b>\$5,471.62</b>	<b>\$4,517.75</b>	<b>\$30,447.45</b>
Transferred Refund from Escrow	AC002A	\$0.00			\$0.00
Rendition Penalty	AC006A	(\$12.15)			(\$12.15)
Collections Fee		\$0.00			\$0.00
<b>Total Miscellaneous Items</b>		<b>(\$12.15)</b>			<b>(\$12.15)</b>
M&O Net Payment to Entity		\$19,036.30	\$5,078.54		\$24,114.84
I&S Net Payment to Entity		\$1,409.63	\$393.08		\$1,802.71
<b>Total Net Payment to Entity</b>		<b>\$20,445.93</b>	<b>\$5,471.62</b>		<b>\$25,917.55</b>
Net Adjustment to Levy	AR006A	\$0.00			
<b>Current Year Collection Percentage Based on Monthly Collections:</b>				<b>98.57%</b>	

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.



*Laura Mati*  
Notary Public, State of Texas

*John R. Ames*  
John R. Ames, CTA  
Dallas County Tax Assessor/Collector *JP*

Sworn and subscribed before me, this 6 day of October, 2022.



# ***SALES TAX ALLOCATION WORKSHEETS***

## **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

## SALES TAX ALLOCATION HISTORICAL SUMMARIES

City of Duncanville  
 Authority Code: 2057084  
 2 CENT AUTHORIZATION

### TOTAL SALES TAXES COLLECTED AND RECEIVED

.02 CENT ALLOCATION		FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
OCT	DEC	785,673.18	830,234.09	899,967.44	808,134.72	795,078.73	757,765.62
NOV	JAN	970,431.17	802,203.37	799,874.76	761,307.93	767,921.23	734,158.60
DEC	FEB	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46	1,022,043.71	954,232.76
JAN	MAR	915,721.95	798,307.67	692,647.12	751,474.37	758,469.91	729,618.81
FEB	APR	867,075.56	816,989.85	677,611.75	763,496.18	749,939.85	728,094.64
MAR	MAY	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79	1,098,423.67	1,051,996.14
APRIL	JUN	1,053,655.75	1,073,951.31	773,096.95	846,390.05	859,016.38	758,411.66
MAY	JUL	1,055,650.56	895,092.16	809,543.87	879,867.74	914,446.54	913,708.88
JUNE	AUG	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27	1,017,289.66	810,341.53
JULY	SEP	1,039,021.98	1,013,137.28	774,925.04	861,472.41	906,973.60	776,192.36
AUG	OCT	972,252.62	917,440.10	806,953.30	885,497.37	871,174.23	786,931.83
SEPT	NOV	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43	1,027,247.60	945,418.23
TOTAL		12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72	10,788,025.11	9,946,871.06

### GENERAL FUND CITY and PROPERTY TAX RELIEF SALES TAX ALLOCATION

75% OF .02 CENT ALLOCATION

COLLECTION MONTH	RECEIVED MONTH	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
OCT	DEC	589,254.89	622,675.57	674,975.58	606,101.04	596,309.05	568,324.22
NOV	JAN	727,823.38	601,652.53	599,906.07	570,980.95	575,940.92	550,618.95
DEC	FEB	905,718.41	783,997.69	820,413.32	736,906.10	766,532.78	715,674.57
JAN	MAR	686,791.46	598,730.75	519,485.34	563,605.78	568,852.43	547,214.11
FEB	APR	650,306.67	612,742.39	508,208.81	572,622.14	562,454.89	546,070.98
MAR	MAY	1,028,306.01	911,508.92	666,092.97	801,940.34	823,817.75	788,997.11
APRIL	JUN	790,241.81	805,463.48	579,822.71	634,792.54	644,262.29	568,808.75
MAY	JUL	791,737.92	671,319.12	607,157.90	659,900.81	685,834.91	685,281.66
JUNE	AUG	956,200.09	848,013.12	765,851.67	763,713.20	762,967.25	607,756.15
JULY	SEP	779,266.49	759,852.96	581,193.78	646,104.31	680,230.20	582,144.27
AUG	OCT	729,189.47	688,080.08	605,214.98	664,123.03	653,380.67	590,198.87
SEPT	NOV	933,330.89	877,049.80	777,172.12	767,706.32	770,435.70	709,063.67
TOTAL		9,568,167.47	8,781,086.39	7,705,495.25	7,988,496.54	8,091,018.83	7,460,153.30

ECONOMIC DEVELOPMENT CORPORATION							
50% OF .01 CENT ALLOCATION-ECONOMIC DEVELOPMENT							
COLLECTION MONTH	RECEIVED MONTH	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17
OCT	DEC	196,418.30	207,558.52	224,991.86	202,033.68	198,769.68	189,441.41
NOV	JAN	242,607.79	200,550.84	199,968.69	190,326.98	191,980.31	183,539.65
DEC	FEB	301,906.14	261,332.56	273,471.11	245,635.37	255,510.93	238,558.19
JAN	MAR	228,930.49	199,576.92	173,161.78	187,868.59	189,617.48	182,404.70
FEB	APR	216,768.89	204,247.46	169,402.94	190,874.05	187,484.96	182,023.66
MAR	MAY	342,768.67	303,836.31	222,030.99	267,313.45	274,605.92	262,999.04
APRIL	JUN	263,413.94	268,487.83	193,274.24	211,597.51	214,754.10	189,602.92
MAY	JUL	263,912.64	223,773.04	202,385.97	219,966.94	228,611.64	228,427.22
JUNE	AUG	318,733.36	282,671.04	255,283.89	254,571.07	254,322.42	202,585.38
JULY	SEP	259,755.50	253,284.32	193,731.26	215,368.10	226,743.40	194,048.09
AUG	OCT	243,063.16	229,360.03	201,738.33	221,374.34	217,793.56	196,732.96
SEPT	NOV	311,110.30	292,349.93	259,057.37	255,902.11	256,811.90	236,354.56
TOTAL		3,189,389.16	2,927,028.80	2,568,498.42	2,662,832.18	2,697,006.28	2,486,717.77
Check Fig. vs. TOTAL		12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72	10,788,025.11	9,946,871.06



## CITY OF DUNCANVILLE

**GENERAL FUND EXPENDITURES BY DEPT/DIV- SEPTEMBER 30, 2022**

OPERATING EXPENDITURES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
<b>0101 - GENERAL GOV. SERVICES DEPT.</b>				
01011000 - MAYOR AND COUNCIL	(\$152,774)	(\$125,811)	(\$16,474)	82.4%
01011100 - CITY ADMINISTRATION	(\$708,421)	(\$746,771)	\$38,504	105.4%
01011200 - CITY SECRETARY	(\$350,264)	(\$313,651)	(\$36,456)	89.5%
01011300 - HUMAN RESOURCES	(\$457,780)	(\$414,256)	(\$19,986)	90.5%
01011400 - INFO TECHNOLOGY	(\$981,101)	(\$864,167)	(\$58,770)	88.1%
01011500 - PUBLIC INFORMATION OFFICE	(\$166,055)	(\$185,383)	\$20,530	111.6%
01011600 - PUBLIC LIBRARY	(\$949,990)	(\$951,583)	\$4,311	100.2%
01011700 - CITY MARSHAL	(\$100,048)	(\$90,292)	(\$8,460)	90.2%
<b>0101 - GENERAL GOV. SERVICES DEPT. Total</b>	<b>(\$3,866,433)</b>	<b>(\$3,691,913)</b>	<b>(\$76,802)</b>	<b>95.5%</b>
<b>0102 - FISCAL SERVICES DEPT.</b>				
01022000 - ACCOUNTING & REPORTING	(\$617,792)	(\$594,475)	\$37,894	96.2%
01022300 - MUNICIPAL COURT	(\$469,058)	(\$435,412)	(\$14,719)	92.8%
01022500 - PROCUREMENT OFFICE	(\$156,289)	(\$181,374)	\$69,119	116.1%
<b>0102 - FISCAL SERVICES DEPT. Total</b>	<b>(\$1,243,139)</b>	<b>(\$1,211,260)</b>	<b>\$92,294</b>	<b>97.4%</b>
<b>0103 - NEIGHBORHOOD &amp; PLANNING DEPT.</b>				
01036100 - BUILDING INSPECTION	(\$567,635)	(\$514,921)	(\$48,705)	90.7%
01036400 - PLANNING SERVICES-PYS 21	(\$0)	(\$0)	(\$0)	
01036401 - PLANNING SERVICES-CURRENT	(\$200,578)	(\$146,602)	(\$53,952)	73.1%
01036500 - NEIGHBORHOOD SERVICES	(\$449,684)	(\$402,627)	(\$40,021)	89.5%
01036501 - CODE SERVICES	(\$0)	(\$0)	(\$0)	
<b>0103 - NEIGHBORHOOD &amp; PLANNING DEPT. Total</b>	<b>(\$1,217,897)</b>	<b>(\$1,064,150)</b>	<b>(\$142,678)</b>	<b>87.4%</b>
<b>0104 - PARK AND RECREATION DEPT.</b>				
01044000 - PARK & REC ADMINISTRATION	(\$266,378)	(\$276,520)	\$10,160	103.8%
01044100 - REC PROGRAM ADMIN	(\$396,737)	(\$348,795)	(\$47,710)	87.9%
01044101 - RECREATIONAL PROGRAMS	(\$7,956)	(\$7,808)	(\$148)	98.1%
01044102 - REC PROGRAM CAMPS-closed	(\$0)	(\$0)	(\$0)	
01044200 - SPECIAL EVENTS ADMIN	(\$222,463)	(\$172,542)	(\$40,266)	77.6%
01044300 - ATHLETIC PROGRAMMING	(\$413,642)	(\$296,475)	(\$107,655)	71.7%
01044500 - HORTICULTURE	(\$180,926)	(\$137,681)	(\$43,789)	76.1%
01044600 - PARK GROUNDS MAINTENANCE	(\$1,457,125)	(\$973,024)	(\$305,744)	66.8%
01044900 - SENIOR CENTER	(\$200,860)	(\$183,444)	(\$17,333)	91.3%
01044901 - SENIOR CENTER CLASSES	(\$4,600)	(\$1,670)	(\$2,930)	36.3%
01044911 - SENIOR CENTER TRIPS	(\$600)	(\$89)	(\$511)	14.8%
<b>0104 - PARK AND RECREATION DEPT. Total</b>	<b>(\$3,151,286)</b>	<b>(\$2,398,047)</b>	<b>(\$555,928)</b>	<b>76.1%</b>
<b>0105 - POLICE SERVICES DEPT.</b>				
01055000 - POLICE ADMINISTRATION	(\$2,023,439)	(\$2,072,486)	\$186,208	102.4%
01055100 - PATROL	(\$5,159,718)	(\$4,925,816)	(\$227,923)	95.5%
01055200 - CRIMINAL INVESTIGATION	(\$1,576,520)	(\$1,561,595)	(\$12,767)	99.1%
01055300 - ANIMAL CONTROL	(\$489,776)	(\$486,792)	\$25,636	99.4%
01055400 - SCHOOL GUARDS	(\$84,963)	(\$86,559)	\$1,597	101.9%
01055500 - CRIME PREVENTION	(\$192,399)	(\$190,642)	(\$1,359)	99.1%
01055600 - SWAT ORG	(\$0)	(\$1,040)	\$1,040	
01055700 - RECORDS	(\$347,640)	(\$309,723)	(\$36,280)	89.1%

## CITY OF DUNCANVILLE

**GENERAL FUND EXPENDITURES BY DEPT/DIV- SEPTEMBER 30, 2022**

OPERATING EXPENDITURES	REVISED BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
01055800 - DETENTION SERVICES	(\$0)	(\$3)	\$3	
01055900 - POLICE SPECIAL SERVICES	(\$549,155)	(\$399,397)	(\$149,596)	72.7%
<b>0105 - POLICE SERVICES DEPT. Total</b>	<b>(\$10,423,609)</b>	<b>(\$10,034,053)</b>	<b>(\$213,441)</b>	<b>96.3%</b>
<b>0106 - PUBLIC WORKS DEPT.</b>				
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	(\$391,722)	(\$341,072)	(\$48,166)	87.1%
01066200 - STREET MAINTENANCE	(\$3,596,110)	(\$2,923,290)	(\$282,324)	81.3%
01066300 - TRAFFIC OPERATIONS	(\$981,755)	(\$963,616)	(\$17,831)	98.2%
01066700 - EQUIPMENT SERVICES	(\$1,182,825)	(\$1,063,453)	(\$56,962)	89.9%
01066800 - BUILDING MAINTENANCE	(\$903,750)	(\$818,670)	(\$61,818)	90.6%
<b>0106 - PUBLIC WORKS DEPT. Total</b>	<b>(\$7,056,162)</b>	<b>(\$6,110,102)</b>	<b>(\$467,100)</b>	<b>86.6%</b>
<b>0107 - FIRE SERVICES DEPT.</b>				
01077000 - FIRE ADMINISTRATION	(\$658,313)	(\$669,075)	\$27,731	101.6%
01077100 - FIRE PREVENTION	(\$318,593)	(\$249,961)	(\$67,713)	78.5%
01077200 - FIRE SUPPRESSION	(\$4,434,499)	(\$4,400,753)	(\$16,919)	99.2%
01077300 - ADVANCED LIFE SUPPORT	(\$1,754,275)	(\$1,759,643)	\$26,884	100.3%
01077500 - EMERGENCY MANAGEMENT ADMIN	(\$133,390)	(\$129,655)	(\$3,720)	97.2%
<b>0107 - FIRE SERVICES DEPT. Total</b>	<b>(\$7,299,070)</b>	<b>(\$7,209,088)</b>	<b>(\$33,736)</b>	<b>98.8%</b>
<b>0108 - NON-DEPARTMENTAL</b>				
01088000 - GENERAL NON DEPARTMENTAL	(\$1,931,673)	(\$2,018,878)	\$92,073	104.5%
<b>0108 - NON-DEPARTMENTAL Total</b>	<b>(\$1,931,673)</b>	<b>(\$2,018,878)</b>	<b>\$92,073</b>	<b>104.5%</b>
<b>0109 - USE OF FUND BALANCE</b>				
01099000 - USE OF FUND BALANCE	(\$100,000)	(\$100,000)	(\$0)	100.0%
<b>0109 - USE OF FUND BALANCE Total</b>	<b>(\$100,000)</b>	<b>(\$100,000)</b>	<b>(\$0)</b>	<b>100.0%</b>
<b>Total Operating Expenditures</b>	<b>(\$36,289,269)</b>	<b>(\$33,837,492)</b>	<b>(\$1,305,318)</b>	<b>93.2%</b>

CITY OF DUNCANVILLE  
**USE OF GENERAL FUND BALANCE EXPENDITURES AS OF  
 SEPTEMBER 30, 2022**

EXPENDITURES	2022 FYTD ACTUALS	REVISED BUDGET	% OF ANNUAL BUDGET YTD
41010001 - GEN GOVT ONE TIME PROJ	(\$135,103)	(\$236,163)	57.2%
41040001 - PARKS ONE TIME PROJECTS	(\$0)	(\$76,000)	0.0%
41050001 - POLICE ONE TIME PROJ	(\$26,938)	(\$1,930,948)	1.4%
41060001 - PUBLIC WORKS ONE TIME PROJECTS	(\$8,800)	(\$655,399)	1.3%
<b>Total Operating Expenditures</b>	<b>(\$170,841)</b>	<b>(\$2,898,510)</b>	<b>5.9%</b>

**PROJECTS:**

POLICE P-25 COMPLIANT RADIOS

PUBLIC WORKS ERP SYSTEM

PUBLIC WORKS US 67 GATEWAY SIGNAGE

SECURITY UPGRADES (CAMERAS)



# ***WATER/SEWER UTILITY FUNDS***

## **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE  
**UTILITY OPERATING FUND- 002 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENSES	REVISED BUDGET	2022 FY TD ACTUALS	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
53 - FINES & FEES	\$2,500	\$3,640	(\$1,140)	145.6%	\$4,202	84.05%
54 - INTERGOV REVENUES	\$600	\$23,733	(\$23,133)	3955.4%	\$677	112.79%
55 - INTEREST	\$17,000	\$15,672	\$1,328	92.2%	\$33,292	104.04%
57 - CHARGES FOR SERVICES	\$16,973,000	\$17,595,847	(\$622,847)	103.7%	\$17,238,245	95.37%
59 - OTHER SOURCES	\$300,169	\$316,706	(\$16,537)	105.5%	\$34,490	118.91%
<b>Revenue Total</b>	<b>\$17,293,269</b>	<b>\$17,955,598</b>	<b>(\$662,329)</b>	<b>103.8%</b>	<b>\$17,310,906</b>	<b>95.42%</b>
<b>Expense</b>						
60 - SALARY AND BENEFITS	(\$2,305,829)	(\$2,035,375)	(\$270,455)	88.3%	(\$2,024,354)	95.16%
72 - SUPPLIES & MATERIALS	(\$489,101)	(\$282,222)	(\$206,879)	57.7%	(\$371,643)	74.50%
73 - CONTRACT & PROF SVCS	(\$9,476,628)	(\$9,175,541)	(\$301,087)	96.8%	(\$9,060,122)	97.54%
74 - MAINT & REPAIR SVCS	(\$338,385)	(\$261,110)	(\$77,275)	77.2%	(\$277,524)	74.28%
75 - UTILITIES	(\$121,416)	(\$51,467)	(\$69,949)	42.4%	(\$116,180)	83.18%
76 - CAPITAL OUTLAY	(\$21,368)	(\$0)	(\$21,368)	0.0%	(\$301,705)	1411.95%
77 - DEBT SERVICES	(\$0)	(\$0)	(\$0)		(\$96,047)	0.00%
78 - TRANSFER TO FUNDS	(\$7,527,483)	(\$5,026,783)	(\$2,500,700)	66.8%	(\$7,409,208)	100.00%
79 - OTHER FINANCING USES	(\$19,160)	(\$6,008)	(\$13,152)	31.4%	(\$7,784)	70.47%
<b>Expense Total</b>	<b>(\$20,299,370)</b>	<b>(\$16,838,505)</b>	<b>(\$3,460,865)</b>	<b>83.0%</b>	<b>(\$19,664,569)</b>	<b>98.97%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>(\$3,006,101)</b>	<b>\$1,117,092</b>	<b>(\$4,123,194)</b>		<b>(\$2,353,662)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$14,495,358</b>	<b>\$14,495,358</b>				
<b>ENDING FUND BALANCE</b>	<b>\$11,489,257</b>	<b>\$15,612,451</b>				
<b>FUND BALANCE RESERVE REQUIREMENT POLICY</b>						
% of Fund Balance To Exp. Ratio	56.6%	92.7%				
# of Days Coverage	204	334				

CITY OF DUNCANVILLE  
**UTILITY CIP FUND-017 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENSES	REVISED BUDGET	2022 FYTD ACTUALS	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
55 - INTEREST	\$500	(\$0)	\$500	0.0%	\$127	63.4%
58 - TRANSFER FROM FUNDS	\$5,000,000	\$2,500,000	\$2,500,000	50.0%	\$4,166,667	83.3%
<b>Revenue Total</b>	<b>\$5,000,500</b>	<b>\$2,500,000</b>	<b>\$2,500,500</b>	<b>50.0%</b>	<b>\$4,166,793</b>	<b>83.3%</b>
<b>Expense</b>						
73 - CONTRACT & PROF SVCS	(\$364,469)	(\$157,517)	(\$206,952)	43.2%	(\$141,960)	29.7%
76 - CAPITAL OUTLAY	(\$5,169,774)	(\$2,820,797)	(\$2,348,977)	54.6%	(\$2,013,747)	30.3%
<b>Expense Total</b>	<b>(\$5,534,242)</b>	<b>(\$2,978,314)</b>	<b>(\$2,555,929)</b>	<b>53.8%</b>	<b>(\$2,155,707)</b>	<b>30.3%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>(\$533,742)</b>	<b>(\$478,314)</b>	<b>(\$55,429)</b>		<b>\$2,011,086</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$846,203</b>	<b>\$846,203</b>				
<b>ENDING FUND BALANCE</b>	<b>\$312,461</b>	<b>\$367,889</b>				



## ***OTHER MAJOR FUNDS***

### **MONTHLY FINANCIAL REPORT**

Prepared by  
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE  
**ECONOMIC DEVELOPMENT FUND-012 AS OF SEPTEMBER 30, 2022**

REVENUES and EXPENDITURES	BUDGET	2022 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	% OF BUDGET USED YTD	2021 FY TD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
51 - SALES & OTHER TAXES	\$3,079,326	\$2,939,540	\$139,786	95.5%	1,885,432	67.84%
55 - INTEREST	\$2,000	(\$0)	\$2,000	0.0%	463	23.16%
59 - OTHER SOURCES	(\$0)	(\$0)	(\$0)		0	0.00%
<b>Revenue Total</b>	<b>\$3,081,326</b>	<b>\$2,939,540</b>	<b>\$141,786</b>	<b>95.4%</b>	<b>1,885,895</b>	<b>67.81%</b>
<b>Expense</b>						
60 - SALARY AND BENEFITS	(\$406,026)	(\$364,820)	(\$41,206)	89.9%	(131,659)	61.89%
72 - SUPPLIES & MATERIALS	(\$64,348)	(\$56,056)	(\$8,832)	87.1%	(19,471)	47.20%
73 - CONTRACT & PROF SVCS	(\$224,437)	(\$77,455)	(\$101,582)	34.5%	(28,793)	35.50%
74 - MAINT & REPAIR SVCS	(\$67,600)	(\$43,323)	(\$6,236)	64.1%	(35,539)	52.57%
75 - UTILITIES	(\$21,100)	(\$9,535)	(\$11,565)	45.2%	(6,673)	31.62%
76 - CAPITAL OUTLAY	(\$77,000)	(\$20,524)	(\$31,476)	26.7%	0	0.00%
77 - DEBT SERVICES	(\$0)	(\$0)	(\$0)		487,546	-99.84%
78 - TRANSFER TO FUNDS	(\$653,336)	(\$630,114)	(\$23,222)	96.4%	(585,107)	92.72%
79 - OTHER FINANCING USES	(\$1,839,617)	(\$1,569,599)	(\$270,018)	85.3%	(206,168)	43.00%
<b>Expense Total</b>	<b>(\$3,353,464)</b>	<b>(\$2,771,426)</b>	<b>(\$494,137)</b>	<b>82.6%</b>	<b>(1,500,957)</b>	<b>74.21%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>(\$272,138)</b>	<b>\$168,115</b>	<b>(\$352,351)</b>	<b>-61.8%</b>	<b>(\$384,938)</b>	

<b>BEGINNING FUND BALANCE</b>	<b>\$5,013,633</b>	<b>\$5,013,633</b>
<b>ENDING FUND BALANCE</b>	<b>\$4,741,495</b>	<b>\$5,181,748</b>

**Note:**

INCLUDES A GRANT TO THE  
 FIELDHOUSE FUND-456 FOR THE  
 OUTSTANDING DEBT SERVICES FOR  
 THE SERIES 2016A BONDS IN THE  
 AMOUNT OF \$2,025,000. MATURES  
 FEBRUARY 15, 2025.



CITY OF DUNCANVILLE  
**FIELDHOUSE FUND-456 AT SEPTEMBER 30, 2022**

REVENUES and EXPENDITURES	BUDGET	2022 FYTD ACTUALS	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2021 FYTD ACTUALS	% OF BUDGET PYTD
<b>Revenue</b>						
57 - CHARGES FOR SERVICES	\$1,271,750	\$1,106,553	\$165,197	87.0%	\$950,961	92.2%
58 - TRANSFER FROM FUNDS	\$538,475	\$515,375	\$23,100	95.7%	\$507,425	94.4%
59 - OTHER SOURCES	\$130,000	\$115,066	\$14,934	88.5%	\$101,538	88.8%
<b>Revenue Total</b>	<b>\$1,940,225</b>	<b>\$1,736,993</b>	<b>\$203,232</b>	<b>89.5%</b>	<b>\$1,559,924</b>	<b>92.7%</b>
<b>Expense</b>						
60 - SALARY AND BENEFITS	(\$528,366)	(\$525,293)	(\$3,073)	99.4%	(\$370,748)	73.9%
72 - SUPPLIES & MATERIALS	(\$261,750)	(\$214,655)	(\$47,094)	82.0%	(\$112,990)	71.0%
73 - CONTRACT & PROF SVCS	(\$402,953)	(\$357,924)	(\$45,030)	88.8%	(\$227,349)	70.1%
74 - MAINT & REPAIR SVCS	(\$77,713)	(\$68,610)	(\$9,103)	88.3%	(\$15,213)	58.9%
75 - UTILITIES	(\$111,704)	(\$60,814)	(\$50,889)	54.4%	(\$70,467)	58.8%
76 - CAPITAL OUTLAY	(\$6,000)	(\$0)	(\$6,000)	0.0%	\$0	0.0%
77 - DEBT SERVICES	(\$538,975)	(\$515,825)	(\$23,150)	95.7%	(\$507,875)	94.3%
78 - TRANSFER TO FUNDS	(\$3,900)	(\$3,575)	(\$325)	91.7%	(\$3,413)	83.3%
79 - OTHER FINANCING USES	(\$2,500)	(\$1,175)	(\$1,325)	47.0%	(\$201)	13.4%
<b>Expense Total</b>	<b>(\$1,933,861)</b>	<b>(\$1,747,871)</b>	<b>(\$185,990)</b>	<b>90.4%</b>	<b>(\$1,308,256)</b>	<b>78.1%</b>
<b>Revenues Over/(Under) Exp.</b>	<b>\$6,364</b>	<b>(\$10,878)</b>	<b>\$17,242</b>	<b>-170.9%</b>	<b>\$251,668</b>	

<b>BEGINNING FUND BALANCE</b>	<b>(\$1,408,819)</b>	<b>(\$1,408,819)</b>
-------------------------------	----------------------	----------------------

<b>ENDING FUND BALANCE</b>	<b>(\$1,402,455)</b>	<b>(\$1,419,697)</b>
----------------------------	----------------------	----------------------



## ***ALL OTHER FUNDS***

### **MONTHLY FINANCIAL REPORT**

Prepared by  
FISCAL SERVICES DEPARTMENT

### SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$762,925</b>	<b>008 - COMPREHENSIVE SELF INSURANCE</b>					
	Revenue	\$467,616	\$467,629	\$13	100.00%	
	Expense	(\$608,418)	(\$640,000)	(\$31,582)	95.07%	
	<b>008 - COMPREHENSIVE SELF INSURANCE Total</b>	<b>(\$140,802)</b>	<b>(\$172,371)</b>			<b>\$622,123</b>
<b>\$2,731,474</b>	<b>010 - HOTEL TAX FUND</b>					
	Revenue	\$794,720	\$881,000	\$86,280	90.21%	
	Expense	(\$235,157)	(\$741,536)	(\$506,380)	31.71%	
	<b>010 - HOTEL TAX FUND Total</b>	<b>\$559,563</b>	<b>\$139,464</b>			<b>\$3,291,037</b>
<b>\$306,890</b>	<b>013 - GRANT FUND</b>					
	Revenue	\$75,495	\$72,000	(\$3,495)	104.85%	
	Expense	(\$305,340)	(\$430,639)	(\$14,777)	70.90%	
	<b>013 - GRANT FUND Total</b>	<b>(\$229,845)</b>	<b>(\$358,639)</b>			<b>\$77,045</b>
<b>\$353,279</b>	<b>033 - TAX INCREMENT FINANCING FUND</b>					
	Revenue	\$58,717	\$75,575	\$16,858	77.69%	
	Expense	(\$0)	(\$2,750)	(\$2,750)	0.00%	
	<b>033 - TAX INCREMENT FINANCING FUND Total</b>	<b>\$58,717</b>	<b>\$72,825</b>			<b>\$411,996</b>
<b>\$88,875</b>	<b>050 - POLICE FORFEITURE/SEIZURE FUND</b>					
	Revenue	\$3,217	\$1,300	(\$1,917)	247.46%	
	Expense	(\$80,730)	(\$60,774)	\$19,956	132.84%	
	<b>050 - POLICE FORFEITURE/SEIZURE FUND Total</b>	<b>(\$77,513)</b>	<b>(\$59,474)</b>			<b>\$11,362</b>
<b>\$134,567</b>	<b>051 - STATE ASSET FORFEITURE FUND</b>					
	Revenue	\$62,759	\$5,500	(\$57,259)	1141.07%	
	Expense	(\$49,692)	(\$79,248)	(\$29,066)	62.70%	
	<b>051 - STATE ASSET FORFEITURE FUND Total</b>	<b>\$13,067</b>	<b>(\$73,748)</b>			<b>\$147,634</b>

### SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$138,119</b>	<b>052 - FEDERAL ASSET FORFEITURE FUND</b>					
	Revenue	\$4,775	\$30,000	\$25,225	15.92%	
	Expense	(\$85,883)	(\$96,576)	(\$10,693)	88.93%	
	<b>052 - FEDERAL ASSET FORFEITURE FUND Total</b>	<b>(\$81,108)</b>	<b>(\$66,576)</b>	<b>\$14,532</b>	<b>121.83%</b>	<b>\$57,011</b>
<b>\$0</b>	<b>205 - FIRE DONATIONS FUND</b>					
	Revenue	\$500	(\$0)	(\$500)		
	Expense	(\$0)	(\$0)	(\$0)		
	<b>205 - FIRE DONATIONS FUND Total</b>	<b>\$500</b>	<b>(\$0)</b>	<b>(\$500)</b>		<b>\$500</b>
<b>\$0</b>	<b>215 - PEG FUND</b>					
	Revenue	\$141,010	(\$0)	(\$141,010)		
	Expense	(\$0)	(\$0)	\$73,084		
	<b>215 - PEG FUND Total</b>	<b>\$141,010</b>	<b>(\$0)</b>	<b>(\$67,926)</b>		<b>\$141,010</b>
<b>\$47,418</b>	<b>225 - COURT SECURITY FUND</b>					
	Revenue	\$8,050	\$8,600	\$550	93.61%	
	Expense	(\$0)	(\$35,527)	(\$35,527)	0.00%	
	<b>225 - COURT SECURITY FUND Total</b>	<b>\$8,050</b>	<b>(\$26,927)</b>			<b>\$55,468</b>
<b>\$16,943</b>	<b>230 - JUVENILE CASE MANAGER FUND</b>					
	Revenue	\$8,844	\$10,000	\$1,156	88.44%	
	Expense	(\$25,561)	(\$26,209)	(\$647)	97.53%	
	<b>230 - JUVENILE CASE MANAGER FUND Total</b>	<b>(\$16,717)</b>	<b>(\$16,209)</b>			<b>\$226</b>
<b>\$35,002</b>	<b>235 - COURT TECHNOLOGY</b>					
	Revenue	\$6,987	\$7,500	\$513	93.16%	
	Expense	(\$0)	(\$970)	(\$970)	0.00%	
	<b>235 - COURT TECHNOLOGY Total</b>	<b>\$6,987</b>	<b>\$6,530</b>			<b>\$41,989</b>

### SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>(\$139,079)</b>	<b>757 - EMERGENCY/ DISASTER RELIEF</b>					
	Revenue	\$47,566	(\$0)	(\$47,566)		
	Expense	(\$121,603)	(\$0)	\$121,603		
	<b>757 - EMERGENCY/ DISASTER RELIEF Total</b>	<b>(\$74,037)</b>	<b>(\$0)</b>			<b>(\$213,116)</b>
<b>\$4,801,199</b>	<b>758 - AMERICAN RESCUE PLAN</b>					
	Revenue	\$4,496	\$4,800,000	\$4,795,504	0.09%	
	Expense	(\$1,928,051)	(\$4,800,000)	(\$2,565,093)	40.17%	
	<b>758 - AMERICAN RESCUE PLAN Total</b>	<b>(\$1,923,555)</b>	<b>(\$0)</b>			<b>\$2,877,644</b>

**DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF SEPTEMBER 30, 2022**

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	AVAILABLE BUDGET	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$1,385,475</b>	<b>005 - DEBT SERVICE FUND</b>					
	Revenue	\$1,267,667	\$1,410,157	\$142,490	89.90%	
	Expense	(\$1,128,316)	(\$1,482,357)	(\$354,041)	76.12%	
	<b>005 - DEBT SERVICE FUND Total</b>	<b>\$139,351</b>	<b>(\$72,200)</b>			<b>\$1,524,826</b>
<b>\$2,110,807</b>	<b>016 - FLEET/EQUIP REPR/REPLACE FUND</b>					
	Revenue	\$892,924	\$904,709	\$11,785	98.70%	
	Expense	(\$652,573)	(\$2,003,213)	(\$628,615)	32.58%	
	<b>016 - FLEET/EQUIP REPR/REPLACE FUND Total</b>	<b>\$240,350</b>	<b>(\$1,098,504)</b>			<b>\$2,351,157</b>
<b>\$195,745</b>	<b>020 - STREET/ALLEY CIP FUND</b>					
	Revenue	\$393,522	\$951,722	\$558,200	41.35%	
	Expense	(\$245,572)	(\$464,766)	(\$149,853)	52.84%	
	<b>020 - STREET/ALLEY CIP FUND Total</b>	<b>\$147,949</b>	<b>\$486,956</b>			<b>\$343,694</b>
<b>\$21,043</b>	<b>024 - PARK CAPITAL IMPROV FUND</b>					
	Revenue	(\$0)	\$5,220,000	\$5,220,000	0.00%	
	Expense	(\$0)	(\$20,000)	(\$20,000)	0.00%	
	<b>024 - PARK CAPITAL IMPROV FUND Total</b>	<b>(\$0)</b>	<b>\$5,200,000</b>	<b>\$5,200,000</b>	<b>0.00%</b>	<b>\$21,043</b>
<b>\$218,837</b>	<b>025 - ALLEY IMPROVEMENT FUND</b>					
	Revenue	(\$0)	\$150,000	\$150,000	0.00%	
	Expense	(\$21,991)	(\$228,444)	(\$204,011)	9.63%	
	<b>025 - ALLEY IMPROVEMENT FUND Total</b>	<b>(\$21,991)</b>	<b>(\$78,444)</b>			<b>\$196,847</b>
<b>\$19,771,548</b>	<b>026 - CAPITAL IMPROVEMENT PROJ FUND</b>					
	Revenue	\$29,281	\$100,000	\$70,719	29.28%	
	Expense	(\$1,687,451)	(\$10,427,432)	(\$2,889,476)	16.18%	
	<b>026 - CAPITAL IMPROVEMENT PROJ FUND Total</b>	<b>(\$1,658,170)</b>	<b>(\$10,327,432)</b>			<b>\$18,084,097</b>

# **DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF SEPTEMBER 30, 2022**

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	AVAILABLE BUDGET	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$243,522</b>						
	<b>031 - TRAFFIC IMPROVEMENT &amp; SAFETY</b>					
	Revenue	(\$0)	(\$0)	(\$0)		
	Expense	(\$243,522)	(\$243,522)	(\$0)	100.00%	<b>\$1</b>
	<b>031 - TRAFFIC IMPROVEMENT &amp; SAFETY Total</b>	<b>(\$243,522)</b>	<b>(\$243,522)</b>			
<b>\$105,798</b>						
	<b>032 - INFO TECH REPAIR/REPLACE FUND</b>					
	Revenue	\$239,348	\$385,996	\$146,648	62.01%	
	Expense	(\$237,063)	(\$229,800)	\$54,396	103.16%	<b>(\$131,265)</b>
	<b>032 - INFO TECH REPAIR/REPLACE FUND Total</b>	<b>\$2,285</b>	<b>\$156,196</b>			

### OTHER ENTERPRISE FUNDS AS OF SEPTEMBER 30, 2022

BEGINNING FUND BALANCE	FUND/ ACCT TYPE	FY 2022 ACTUALS	REVISED BUDGET	AVAILABLE BUDGET	FY to Date Actual % of Budget	ENDING FUND BALANCE
<b>\$1,125,664</b>	<b>015 - DRAINAGE FUND</b>					
	Revenue	\$763,943	\$801,000	\$37,058	95.37%	
	Expense	(\$316,981)	(\$698,898)	(\$199,502)	45.35%	
	<b>015 - DRAINAGE FUND Total</b>	<b>\$446,961</b>	<b>\$102,102</b>			<b>\$1,572,625</b>
<b>\$838,612</b>	<b>019 - SANITATION FUND</b>					
	Revenue	\$3,861,786	\$4,120,500	\$258,714	93.72%	
	Expense	(\$4,235,393)	(\$4,608,585)	(\$309,381)	91.90%	
	<b>019 - SANITATION FUND Total</b>	<b>(\$373,606)</b>	<b>(\$488,085)</b>			<b>\$465,006</b>





## ***END OF REPORT***

***PLEASE CONTACT FINANCIAL SERVICES DIRECTOR WITH ANY QUESTIONS CONCERNING THIS REPORT.***

***edena.atmore@duncanville.com or 972-780-5005.***

Prepared by  
FINANCIAL SERVICES DEPARTMENT