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, February 1, 2022

5:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 5:00 pm Work Session/Briefing

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, February 1, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

To speak by video conference during Citizen Comments, you must register with the City Secretary before 4 pm on Tuesday, February 1, 2021, email citysecretary@duncanville.com and title the email. "Public Comment – February 1st. You will need to register with the link below to attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your citizen comments to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

To speak during the Public Hearing on Agenda Item 5A, 5B, 5C, and 5D via ZOOM, you must register with the City Secretary before 4pm. When the Public Hearing is opened by the Mayor, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your comments to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_KzZk3yVET3igoqrrmSL5-g

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

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

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

A. Discuss City Council Rules of Procedure.

B. Discussion on the Crisis Assessment and Resource Engagement (CARE) Team to provide prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require police patrol or fire rescue response, emergency hospitalization, or arrest/incarceration. 7 - 8

Crisis Assessment and Resource Engagement

EXECUTIVE SESSION

1. "City Council shall convene into closed executive session pursuant to Section 551.071 of Texas Government Code to seek legal advice from City Attorney regarding Texas State Civil Law 143."

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 5:00 PM WORK SESSION/BRIEFING)

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

1. REPORTS

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. A Proclamation recognizing February 2022 as Black History Month. 9 - 11

Recognizing February as Black History Month

B. Recognition of Mayor's City Champion.

C. Presentation of the Keep Duncanville Beautiful February 2022 Business Beautification Award Plaque and Proclamation to the La Quinta Inn & Suites by Wyndham located at 835 E. Hwy. 67. 12 - 15

February 2022 Business Beautification Award - La Quinta Inn & Suites

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 speak by video conference during Citizen Comments, you must register with the City Secretary before 4 pm on Tuesday, February 1, 2022, email citysecretary@duncanville.com and title the email. "Public Comment – February 1st. You will need to register with the link below to attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your citizen comment to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

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

4. CONSENT AGENDA

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

A. Consider a Resolution of the City Council of the City of Duncanville, Texas, ordering a Joint Election to be held in the City of Duncanville on Saturday, May 7, 2022, for the purpose of electing a Mayor for a two (2) year term, one Councilmember from District 2 for a two (2) year term, and one Councilmember from District 4 for a two (2) year term. 16 - 26

Considere una Resolución del Ayuntamiento de la Ciudad Duncanville, Texas, ordenando una Elección Conjunta que se celebrará en la Ciudad de Duncanville en sábado, 07 de Mayo del año 2022, para elegir a Alcalde para un término de dos (2) años, a un Concejal para el Distrito Electoral 2 para un término de dos (2) años, y a un Concejal para el Distrito Electoral 4 para un término de dos (2) años.

Ordering the May 7th General Election

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing (2021-23) for consideration and action regarding the request of Yvette Kent of Fonah Group Investments Inc., representing applicant, Odai Abdelgadar, owner, to include a Planned Development "PD" for a Planned Development/Downtown Duncanville District on Odai, Block 1, Lot 2, more commonly known as 2 North Duncanville Road, Duncanville, Dallas County, Texas. 27 - 129

PD - 2 North Duncanville Road

To speak during the Public Hearing on Agenda Item 5A via ZOOM, you must register with the City Secretary before 4pm. When the Public Hearing is opened by the Mayor, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your comments to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

B. Conduct a Public Hearing (2022-01) for consideration and action regarding the request of Alma Cartwright, applicant and owner, to include a Planned Development/Neighborhood Office/Retail District on Amg Merrill, Abstract 884, Page 106, Tr 15, more commonly known as 400 East Center Street. 130 - 157

PD - 400 East Center St.

To speak during the Public Hearing on Agenda Item 5B via ZOOM, you must register with the City Secretary before 4pm. When the Public Hearing is opened by the Mayor, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your comments to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

C. Conduct a Public Hearing (2022-03) for Consideration and Action regarding the request of Keith Rhynehart, applicant and owner, to include a Specific Use Permit “SUP” for a carport on Green Hills, 4th Inst, 3rd Section, Block 7, Lot 26, more commonly known as 1326 Meadow Green, Duncanville, Dallas County, Texas. 158 - 188

SUP - 1326 Meadow Green

To speak during the Public Hearing on Agenda Item 5C via ZOOM, you must register with the City Secretary before 4pm. When the Public Hearing is opened by the Mayor, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your comments to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

D. Public Hearing and Consider approval of an Ordinance amending the Code of Ordinances of the City of Duncanville, Texas, by repealing Chapter 12, “miscellaneous Offense and Provisions,” by adding a amending Article 1 ‘In General’, Section 12-3 ‘Loud and Raucous Noise’ in its entirety and replacing it with the new section 12-3 ‘Loud and Raucous Noise’; providing a repealing clause; providing for a severability clause; providing a savings clause; providing for a penalty of a fine not to exceed the sum of two thousand dollars ($2,000.00); and providing for an effective date. 189 - 194

Repealing Noise Ordinance

To speak during the Public Hearing on Agenda Item 5D via ZOOM, you must register with the City Secretary before 4pm. When the Public Hearing is opened by the Mayor, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your comments to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

E. Consider an Ordinance amending the operating budget for FY 2021-2022 by allocating Three Million, Seven Hundred and Fifteen Thousand Dollars ($3,715,000) of the American Rescue Plan Act funds to fund approved recommendations. 195 - 198

Operating Budget

F. Consider a Resolution approving the usage of American Rescue Plan Act Funding to purchase Body Worn Camera Equipment from Axon Enterprise for Calendar Year 2022. 199 - 213

Body Worn Cameras

G. Consider a Resolution approving the Interlocal Agreements between the City of Desoto, Texas and the City of Duncanville, Texas to partner in the Crisis Assessment and Resource Engagement (CARE) Team to provide prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require Police Patrol or Fire Rescue Response, Emergency Hospitalization, or Arrest/Incarceration. The term of the agreement shall begin on May 1, 2022, and end on April 30, 2023, unless terminated earlier under any provisions in the Interlocal Agreement. The parties may mutually agree on an extension to this agreement by written amendment and mutual approval of the parties. 214 - 248

CARE Team (Mental Health Unit)

H. Modification of the City’s Sick Leave policy to permit for the unlimited accrual of Sick Leave. 249 - 254

City’s Sick Leave

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

6. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of December 31, 2021. 255

Financial Report

B. Receive the Parks & Recreation Quarterly Report. 256 - 266
Quarterly Report

C. Receive the Fieldhouse Quarterly Report. 267 - 276
Quarterly Report

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, January 27, 2022 at 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Kristin Downs, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Discussion on the Crisis Assessment and Resource Engagement (CARE) Team to provide prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require police patrol or fire rescue response, emergency hospitalization, or arrest/incarceration.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Mark LiVigni, Chief of Police
Matthew Stogner, Assistant Chief of Police

BACKGROUND/HISTORY:
The mission of the CARE Team is:

- Decrease community reliance on 9-1-1 for mental health services,
- Reduce direct police patrol response to mental health-related calls for service and repeat emergency detentions,
- Decrease mental health population in the courts/jail system,
- Connect persons who suffer from behavioral health issues to community-based resources,
- Provide support (education, intervention, referral) to families of those who suffer from behavioral health issues,
- Assist the victims of violent crime to receive applicable financial compensation and/or other resources, and
- Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to countywide data for use in allocation and/or addition of resources

Since October 2020, Duncanville patrol officers transported 194 patients who were a danger to themselves or others and exhibited mental illness. Many of these patients are repeat callers or subjects of repeat calls for service. This is often due to a lack of alternatives to calling 9-1-1, or the subject stopped taking their medication or ran out of medication.

Even though police personnel, in these cases, are “apprehending” these patients for evaluation and not criminal arrests, these patients are often quite unpredictable, and many confrontations end in the use of force by our personnel. Anytime force is used to effect an “arrest,” the officer and or the subject being arrested have a much higher risk of injury. When such incidents turn truly tragic for the patient, others often wonder if a serious injury or worse was what a mental health consumer deserved.

If the Police Department is approved to participate in the regional CARE Team, the officer selected will come from the current Police Department staffing. In addition, the salary, office equipment, technology, police clothing, and training/travel for the police officer selected for this position will be reimbursed from the grant on a quarterly basis. The CARE Team would conduct free specialized training for all police personnel to assist in responding and handling mental health-related calls for service. Finally, our officer assigned to the CARE Team would primarily work on cases within the City of Duncanville.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
A Proclamation recognizing February 2022 as Black History Month.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
Black History Month is an annual celebration of achievements by African Americans and a time for recognizing their central role in U.S. history. Also known as African American History Month, the event grew out of "Week," the brainchild of noted historian Carter G. Woodson and other prominent African Americans. The event was first celebrated during the second week of February 1926, selected because it coincides with the birthdays of both Abraham Lincoln (February 12) and abolitionist/writer Frederick Douglass (February 14). Since 1976, every U.S. president has officially designated the month of February as Black History Month. Other countries worldwide, including Canada and the United Kingdom, also devote a month to celebrating Black history.

When Carter G. Woodson established Negro History week in 1926, he realized the importance of providing a theme to focus the public's attention. The theme for 2022 is, **"Black Health and Wellness"** and acknowledges the legacy of Black scholars and medical practitioners in Western medicine.

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Proclamation - Black History Month

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black History throughout our American experience; and

WHEREAS, the history of people of African heritage goes back thousands of years and includes some of the greatest, most advanced and innovative societies in the history of human existence; and

WHEREAS, African Americans have played a significant role in history, from the early days of the pioneers to our present day leaders in such industries as aerospace, finance, international trade, and government; and

WHEREAS, Black History Month is a time for all Americans to reflect on the rich history and teachings of African Americans whose contributions are vast and wide; and

WHEREAS, during Black History Month all Americans are encouraged to reflect on the rich history and teachings of African-Americans and bear witness to the progress, beauty, and achievements they have made throughout our region; and

WHEREAS, when Carter G. Woodson established Negro History week in 1926, he realized the importance of providing a theme to focus the public's attention; and

WHEREAS, the theme for 2022 is, **"Black Health and Wellness"** and acknowledges the legacy of Black scholars and medical practitioners in Western medicine.

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

BLACK HISTORY MONTH

in the City of Duncanville and urge all citizens to join me in celebrating the collective ingenuity, creativity, cultures, and traditions of African Americans and encourage everyone to participate in events honoring the contributions of Black Americans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 1st day of February, 2022.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Presentation of the Keep Duncanville Beautiful February 2022 Business Beautification Award Plaque and Proclamation to the La Quinta Inn & Suites by Wyndham located at 835 E. Hwy. 67.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Timothy Hamilton, Assistant Parks & Recreation Director/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fill this goal for commercial property recognition. The KDB Board has nominated the La Quinta Inn & Suites by Wyndham located at 835 E. Hwy. 67 as the February 2022 Business Beautification Award recipient.

POLICY EXPLANATION:
Up to one commercial building in Duncanville is recognized each quarter for significant improvements to the exterior portion of a building, landscape improvements, and/or long-term maintenance of the commercial property that exemplifies high quality standards. Award recipients receive recognition at a regular City Council meeting; an article in the City newsletter, the Champion; and a sign to display at their place of business for the month.

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Code Enforcement and Building Inspections Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.
- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

Improvements can include new landscaping, repainting a building, paving a parking lot, adding awnings, new signage, etc.

FUNDING SOURCE:

ORG and Object Number
12011100-700230

Available Budget	**Purchase Amount**	**After Encumber**
$75.00	$75.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - La Quinta Inn & Suites
Attachment 2 - Proclamation - La Quinta Inn

LA QUINTA
LA QUINTA
INN & SUITES

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville is committed to improving the physical quality of community life; and

WHEREAS, the *Keep Duncanville Beautiful Board* was established to promote this commitment; and

WHEREAS, the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and

WHEREAS, each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and

WHEREAS, the La Quinta Inn & Suites by Wyndham located at 835 E. Hwy. 67 has been selected as the Business Beautification Award recipient for February 2022.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating the La Quinta Inn & Suites by Wyndham located at 835 E. Hwy. 67 and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 1st day of February, 2022.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Consider a Resolution of the City Council of the City of Duncanville, Texas, ordering a Joint Election to be held in the City of Duncanville on Saturday, May 7, 2022, for the purpose of electing a Mayor for a two (2) year term, one Councilmember from District 2 for a two (2) year term, and one Councilmember from District 4 for a two (2) year term.

Considere una Resolución del Ayuntamiento de la Ciudad Duncanville, Texas, ordenando una Elección Conjunta que se celebrará en la Ciudad de Duncanville en sábado, 07 de Mayo del año 2022, para elegir a Alcalde para un término de dos (2) años, a un Concejal para el Distrito Electoral 2 para un término de dos (2) años, y a un Concejal para el Distrito Electoral 4 para un término de dos (2) años.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:
- **1. Most engaged citizens in America**

STAFF RESPONSIBLE:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
Article VII, Section 7.04, of the City Charter provides for a City Council composed of a Mayor and six (6) Councilmembers. The Mayor and Councilmembers from Districts 2 and 4 are elected in each even numbered year.

Current Early Voting Schedule:	April 25 (Monday – Friday) April 29	8am to 5pm
	April 30 (Saturday)	8am to 5pm
	May 1 (Sunday)	12pm to 6pm
	May 2 (Monday – Tuesday) May 3	7am to 7pm
Election Day Voting Schedule:	May 7, 2022	7am to 7pm

POLICY EXPLANATION:
Section 3.005(c) of the Texas Election Code requires a May election to be ordered not later than the 71st day before Election Day. For the May 7, 2022 election, the deadline for ordering the election is Friday, February 18, 2022.

FUNDING SOURCE:

ORG and Object Number
01011200-700231

Available Budget	**Purchase Amount**	**After Encumber**
$60,000.00	Estimated Amount $18,211.60.	Estimated Amount $41,788.40

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-014 - Ordering of May 7, 2022 Election

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS

RESOLUTION NO. 2022-014

ELECTION OF MUNICIPAL OFFICERS

Duncanville, Texas

May 7, 2022

ELECTION ORDER FOR JOINT ELECTION

BE IT REMEMBERED THAT on this 1st day of February 2022, at a meeting of the City Council of the City of Duncanville, Texas, a quorum being present, the meeting was called to order and the Council issued the following order:

WHEREAS, the City has or will enter into an agreement with Dallas County and other political subdivisions to hold the election as a Joint Election;

NOW, THEREFORE, IT IS ORDERED that an election be held in the City of Duncanville, Texas on the 7th day of May 2022, the same being the first Saturday of said month, for the following purpose:

To elect the Mayor for a two (2) year term, one Councilmember from District 2 for a two (2) year term, and one Councilmember from District 4 for a two (2) year term.

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such term or until his or her successor is duly elected and qualified.

In the event any candidate for any one of said offices fails to receive a majority of all votes cast for all the candidates for such office, a run-off election shall be called as provided for by the Charter of the City and the State Election Code; and, will be held on June 18, 2022 . The Dallas County Elections Administrator will conduct the run-off

election.

The local polling places for said election shall be Byrd Middle School, 1040 West Wheatland Road; Fairmeadows Elementary School, 101 East Fairmeadows Drive; and Reed Middle School, 530 East Freeman Street, Duncanville, Texas; in accordance with the Vote Center, persons may vote any where in the County for early voting and election day.

The polls shall be open from 7:00 a.m. to 7:00 p.m.

Qualified voters shall vote for a candidate for Mayor, and only for a Councilmember candidate seeking election within that voter's single member district.

The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Duncanville, Dallas County and other political subdivisions. (The "Agreement").

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the Bulletin Board used to publish notice of City Council Meetings not later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting.

Pursuant to the above mentioned Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election Judges and an Alternate Presiding Election Judge appointed to serve at said polling places shall be those election officials furnished by the Elections Administrator from the list of proposed election judges in

accordance with the Joint Election to the agreement or as otherwise selected pursuant to the terms of the agreement.

An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the agreement.

EARLY VOTING

Michael Scarpello, Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at the main early voting polling place or any County Branch Early Voting location.

Early voting by personal appearance will be conducted on weekdays beginning Monday, April 25, 2022, and continuing through Friday, April 29, 2022, between 8 a.m. and 5 p.m.; Saturday, April 30, 2022, between 8 a.m. and 5 p.m.; Sunday, May 1, 2022, between 12 p.m. and 6 p.m.; Monday, May 2, 2022 between 7 a.m. and 7 p.m.; and, Tuesday, May 3, 2022 between 7 a.m. and 7 p.m., as provided in the Joint Election Agreement. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

MAIN EARLY VOTING POLLING PLACE:

-- GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

BRANCH EARLY VOTING POLLING PLACES:

-- DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas 75116

Other locations within Dallas County are available on the County Elections Department Website.

EARLY VOTING BY MAIL

Applications for early voting ballot by mail should be submitted to:

Michael Scarpello, Elections Administrator
Dallas County Elections Department,
1520 Round Table Drive
Dallas, TX 75247
Email: evapplications@dallascounty.org
(Scanned version of an original application)
Fax: 214-819-6301

An application may be submitted any time during the year of the election. The deadline for which applications for ballots by mail must be received by the early voting clerk is April 26, 2022 (the eleventh day before Election Day). The deadline for an FPCA is the same as an application for ballot by mail.

All requests for early voting ballots by mail that are received by the City of Duncanville will be transported by runner on the day of receipt to Michael Scarpello, Elections Administrator, Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247.

The City Secretary shall present such returns to the City Council for canvassing of said election. The canvass of said election return shall be conducted by the City Council in accordance with state law.

DULY ORDERED by the City Council of the City of Duncanville, Texas, this the 1st day of February 2022.

APPROVED:

_____
BARRY L. GORDON, MAYOR

ATTEST:

_____
KRISTIN DOWNS, CITY SECRETARY

UNA RESOLUCIÓN DEL AYUNTAMIENTO DE DUNCANVILLE, TEXAS

RESOLUCIÓN NÚM. 2022-014

ELECCIÓN DE FUNCIONARIOS MUNICIPALES

Duncanville, Texas

7 de mayo del 2022

MANDATO PARA CONVOCAR ELECCIONES CONJUNTAS

HÁGASE A MANERA DE RECORDATORIO que en este día 1 del mes de febrero del año 2022, en una reunión del Ayuntamiento Municipal de Duncanville, Texas, estando presente el quórum, la reunión se llamó al orden y el Ayuntamiento promulgó el mandato a continuación:

CONSIDERANDO QUE, el Ayuntamiento firmó o firmará un acuerdo con el Condado de Dallas y otras subdivisiones políticas para convocar a elecciones como Elecciones Conjuntas;

AHORA, POR LO TANTO, SE ANUNCIA EL MANDATO que se convoque a elecciones en el Municipio de Duncanville, Texas el próximo 7 de mayo del 2022, ejerciéndose la misma el segundo sábado de dicho mes, para el propósito que se menciona a continuación:

Para elegir a Alcalde para un termino de dos (2) años, a un Concejal para el Distrito Electoral 2 para un termino de dos (2) años, y a un Concejal para el Distrito Electoral 4 para un termino de dos (2) años.

El candidato a ocupar para tal oficina recibiendo la mayoría de todos los votos contados entre todos los candidatos para dicha oficina deberá ser electo para servir sus termino servicios o hasta que su sucesor(a) sea debidamente electo(a) y llene las cualidades establecidas.

En caso de que cualquier candidato para dicha gestión no logre acumular la mayoría de todos los votos contados entre todos los candidatos a ocupar dicha gestión, se llevará a cabo una segunda ronda de elecciones según se contempla en la Carta Constitutiva del Municipio y el Código Electoral del Estado; y, se llevara a cabo el 18 de junio del 2022. El Administrador Electoral del Condado de Dallas llevara a cabo la segunda ronda de

elecciones.

Las casillas electorales locales para la antedicha elección se instalarán en la Escuela de Educación Intermedia Byrd Middle School, 1040 West Wheatland Road, en la Escuela Primaria Fairmeadows Elementary School, 101 East Fairmeadows Drive y en la Escuela de Educación Intermedia Reed Middle School, 530 East Freedman Street, Duncanville, Texas; de acuerdo con el Centro de Votación, las personas pueden votar en cualquier lugar del Condado para la votación anticipada y el día de las elecciones.

Las casillas electorales abrirán sus puertas a partir de las 7:00 a.m. y cerrarán hasta las 7:00 p.m.

Los electores que cumplan con los requisitos votarán por Para elegir a Alcalde y solamente por un candidato a Concejal que esté en búsqueda de ser electo dentro del distrito electoral con un sólo integrante.

Las elecciones se llevarán a cabo como una Elección Conjunta apegándose a un Convenio de Elecciones Conjuntas y al Contrato de Servicios Electorales firmados por y con la participación del Municipio de Duncanville, el Condado de Dallas y otras subdivisiones políticas (el "Convenio").

La notificación de dicha elección, se publicará una sola vez en el diario oficial del Municipio antes de 30 días, día o posterior a 10 días previo al día de la elección y se exhibirá en el lugar designado para las notificaciones públicas de las Reuniones del Ayuntamiento antes de 21 días previo al día de la elección. (4.003) Se deberá conservar, como una constancia de dicha notificación, un ejemplar de la notificación publicada que contenga el nombre del periódico y la fecha de su publicación, y la persona que publique dicha notificación tomará nota de la hora de dicha publicación, la fecha en la que se publicó y el lugar donde se publicó. (4.005)

De conformidad con el Convenio de Elección Conjunta arriba mencionado, el Administrador Electoral del Condado de Dallas quedará facultado como el Administrador Electoral para dichas elecciones.

Los jueces asignados para que presidan las elecciones y un juez alterno que presida las elecciones y que preste sus servicios en dichas casillas electorales, serán aquellos funcionarios electorales que sean nombrados por el Administrador Electoral entre una lista de jueces electorales propuestos en el Anexo del convenio, o de alguna otra manera seleccionados de conformidad con las cláusulas del convenio.

En cumplimiento con la Sección 87.001 del Código Electoral de Texas, por este medio se crea un Consejo Electoral para el Voto Anticipado. El Consejo Electoral para el Voto Anticipado deberá constar de los integrantes nombrados de la manera manifestada en el convenio; y el juez que lo presida y un juez alterno que presida el consejo para las elecciones anticipadas, serán aquellos funcionarios electorales mencionados en el convenio.

VOTACIÓN ANTICIPADA

Michael Scarpello, el Administrador Electoral, es nombrado como secretario del voto anticipado apegándose a la Sección 271.006 del Código Electoral de Texas. Se nombrarán a otros delegados de las elecciones anticipadas, según se considere necesario, para procesar los votos anticipados por correo y llevar a cabo las elecciones anticipadas en las ramificaciones de las casillas electorales. Las elecciones anticipadas también podrán ejercerse en cualquier casilla electoral del Condado para ejercer el voto anticipado.

La votación por apariencia temprana será conducida entre dias hábiles a partir de comenzando Lunes 25 de Abril del 2022 y continuará hasta el Viernes 29 de Abril del 2022, entre las 8:00 a.m. y las 5:00 p.m., el Sábado 30 de Abril del 2022 entre las 8:00 a.m. y las 5:00 p.m., el Domingo 1 de Mayo del 2022 entre la 12:00 p.m. y las 6:00 p.m., el Lunes 2 de Mayo del 2022 entre las 7:00 a.m. y 7:00 p.m., y el Martes 3 de Mayo del 2022 entre las 7:00 a.m. y 7:00 p.m. Cualquier elector que cumpla con los requisitos para la Elección Conjunta, podrá ejercer la votación anticipada en persona, ya sea en cualquiera de las casillas electorales para la votación anticipada o en cualquiera de sus ramificaciones.

UBICACIÓN DE LA SEDE PRIMARIA PARA EL VOTO ANTICIPADO

GEORGE L ALLEN SR. COURTS BUILDING:
600 Commerce Street
Dallas, Texas 75202

CENTRO DE VOTACION PARA VOTACION ADELANTADA:

DUNCANVILLE LIBRARY/COMMUNITY CENTER
201 James Collins Blvd.
Duncanville, Texas 75116

Localidades de votación adicionales dentro del Condado de Dallas están disponibles en el sitio web del Departamento de Elecciones del Condado.

VOTO ANTICIPADO POR CORREO

Las solicitudes de boletas electorales para votar anticipadamente por correo deberán enviarse por correo a:

Michael Scarpello, Elections Administrator
Dallas County Elections Department,
1520 Round Table Drive
Dallas, TX 75247
Email: evapplications@dallascounty.org (Versión escaneada de una aplicación)
Fax: 214-819-6301

Todas las solicitudes de boletas electorales para el voto anticipado por correo que se reciban en las instalaciones del Municipio de Duncanville les serán entregadas, el mismo día que se reciban, a Michael Scarpello, Secretario Electoral del Voto Anticipado, Departamento Electoral del Condado de Dallas, en el octavo. Piso del Edificio de Servicios de Salud y Humanitarios en el 1520 Round Table Drive, Dallas, Texas 75247.

DEBIDAMENTE EXPEDIDO ESTE MANDATO por el Ayuntamiento Municipal de la Ciudad de Duncanville, Texas este día 1 de Febrero del año 2022.

APROBADO:

_____
ALCALDE

ATESTIGUÓ:

_____
SECRETARÍA DEL AYUNTAMIENTO

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Conduct a Public Hearing (2021-23) for consideration and action regarding the request of Yvette Kent of Fonah Group Investments Inc., representing applicant, Odai Abdelgadar, owner, to include a Planned Development "PD" for a Planned Development/Downtown Duncanville District on Odai, Block 1, Lot 2, more commonly known as 2 North Duncanville Road, Duncanville, Dallas County, Texas.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Downtown District. The Plan states that "the Downtown District is envisioned as a regional destination and a hub of activity in the City." The Plan goes on to state, "this would be achieved with vertical mixed use and boutique retail development" and the area "is also envisioned as being pedestrian-oriented."

The following are strategies listed in achieving the vision for the Downtown District that are relative to this request:

- Continue to pursue public improvements as identified on the Downtown Plan.
- Develop a unique theme and feel for the district.
- Transition smoothly to and from adjacent Opportunity Areas.
- Make walkability and connectivity (both to and through the district) a top priority.

Project Scope
The applicant proposes developing a mixed-use structure to have commercial/retail space on the first floor, internal parking areas, with residential units above capped by a rooftop restaurant/bar. The commercial development with a front to I-20. will include a convenience store with fuel pumps and a car wash. The site is also proposed to feature electric vehicle charging stations, a multi-level parking structure, a dog park, and a pond amenity.

Parking

Parking is proposed to be provided in conformance to the Downtown Duncanville/General Main Street District requirements which allows for a 50% reduction from what is required in Section 3.03 (Permitted Use Chart) along with certain locations of surface parking along the right-of-way.

As noted, the site is proposed to feature a multi-level parking structure. As shown in the conceptual plans, staff does have some concern about the function and performance of the proposed structure as it relates to safe maneuverability of both motorists and pedestrians.

Landscaping and Screening
Landscaping and screening are proposed to be in conformance with the Downtown Duncanville District. Additionally, the applicant is proposing to plant olive trees on the property in order to utilize them as an amenity to the site.

Signage
Alternative signage is encouraged but must be designed to maintain a safe condition for the public. Proposed signs that do not comply with Chapter 16A (Sign Guidelines) of the Code of Ordinances and the Downtown Duncanville District will be subject to review and approval of the City Planner.

Surrounding Land Use
Adjacent to the north of the subject property is I-20. To the south, is existing development zoned Downtown District. To the east and west are commercial/retail/restaurant uses zoned General Office/Retail District.

POLICY EXPLANATION:
Eight (8) letters were sent to surrounding property owners within 200-feet of the subject property. As of this writing, no responses have been received regarding this request. Letters will be received until Tuesday, February 1, 2022 to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
At the January 10, 2022 Planning & Zoning Commission Meeting, the Commission recommended approval of the request by unanimous vote subject to the conditions as outlined in the attached development standards.

ATTACHMENTS:
Attachment 1 - Legal Advertisement
Attachment 2 - Site Maps
Attachment 3 - Unapproved Minutes
Attachment 4 - RESIZE2 - Plan Exhibits and Renderings
Attachment 5 - Letter to Owners within 200 Feet
Attachment 6 - List of Owners within 200 Feet

Attachment 7 - Ordinance No. - 2426 - PD-Mixed Use

ATTACHMENT 1

Advertise 1 time - By December 29

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-23

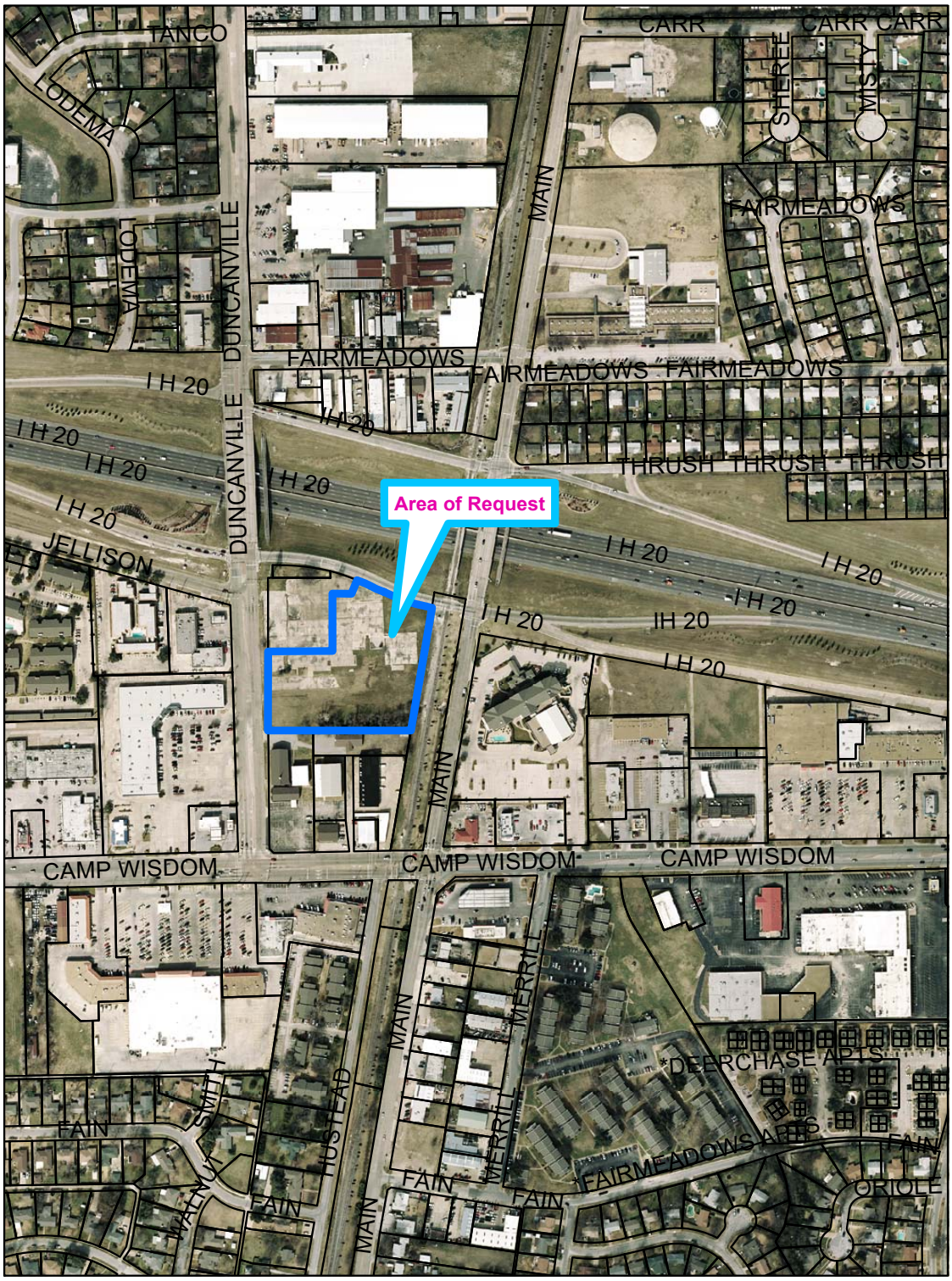
A public hearing will be held before the Planning & Zoning Commission on Monday, January 10, 2022 at 7:00 p.m., and before City Council on Tuesday, February 1, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Planned Development/Downtown Duncanville District, on Odai Block 1 lot 2, more commonly known as 2 N. Duncanville Rd., City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux,
City Planner

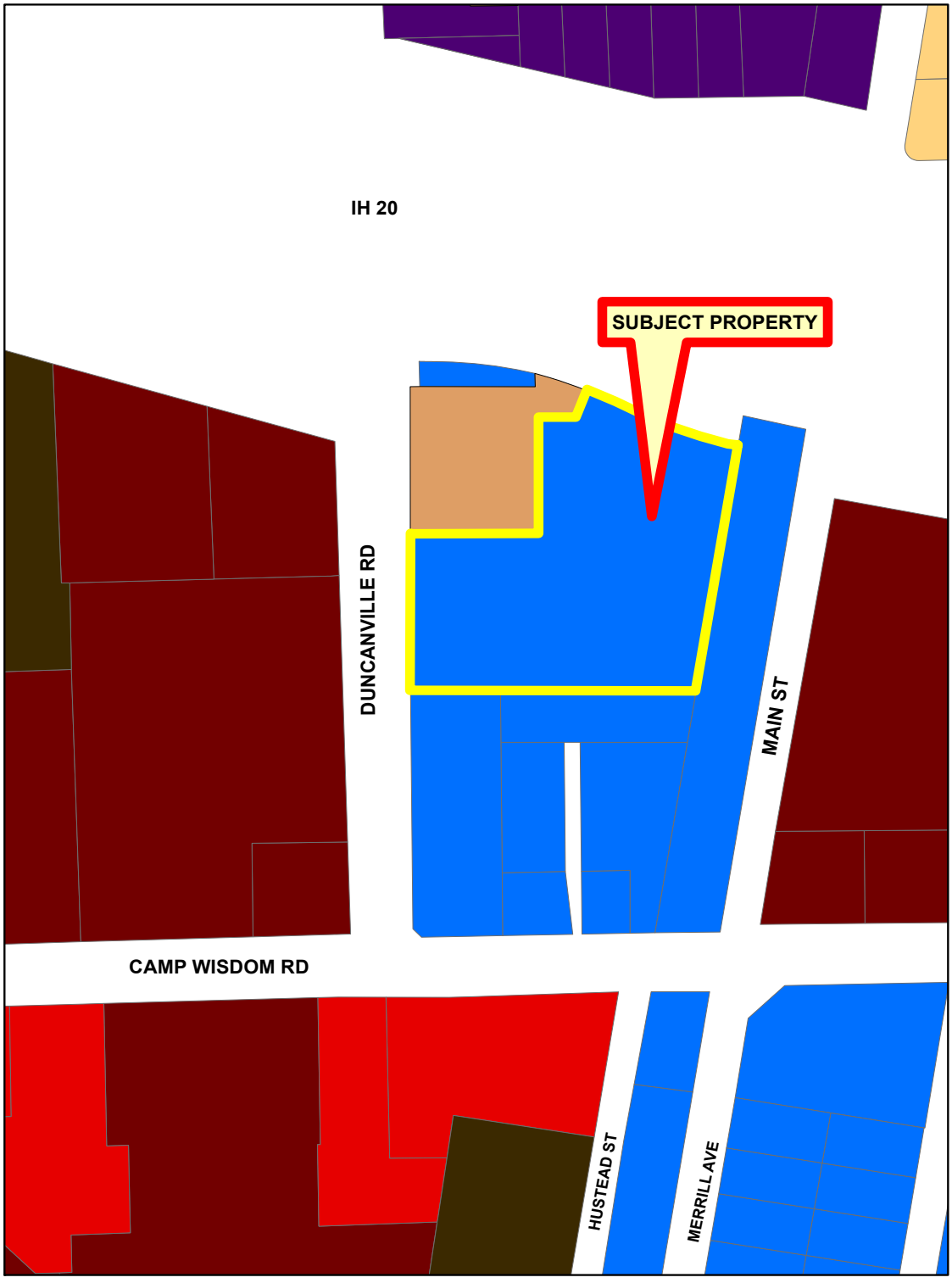
ATTACHMENT 2



Duncanville
City of Champions

Proposed Planned Development
Aerial Location
2 N. Duncanville Rd.

N
W E
S



Duncanville
City of Champions

Proposed Planned Development
Case 2021-23
2 N. Duncanville Rd.

N
W E
S

ATTACHMENT 3

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, JANUARY 10, 2022 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, January 10, 2022, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chairman
Elias Rodriguez	Vice-Chairman
Eric Pena	Commissioner
Jana McBroom	Commissioner
Tom Shine	Commissioner
Javar Avery	Commissioner
Edward Stith	Commissioner

Staff present:
Skye Thibodeaux, AICP, City Planner
Lynette Romero, Planning Technician

The meeting was called to order at 7:00 p.m. by Chairman Culbreath.

Item No. 1 – Receive Public Comments

No public comments were made.

Item No. 2 – Approval of meeting minutes for the regular meeting on November 8, 2021 and cancelled meetings on November 22, 2021, December 13, 2021, and December 27, 2021.

Commissioner McBroom made a motion as seconded by Commissioner Pena to approve the minutes. The vote was unanimous 7-0 in favor.

Item No. 3 – Consider a request for approval of a replat by Elliott Busby, applicant, representing Daniel Collins, owner, to replat Crestview, Block D, Lots 6 and 7, more commonly known as 1214 Crestlane Drive, Duncanville, Dallas County, Texas.

Commissioner Avery made a motion as seconded by Commissioner Pena to approve the replat. The vote was unanimous 7-0 in favor.

Item No. 4 – Conduct a public hearing (2022-03) for consideration and action regarding the request of Keith Rhynehart, applicant and owner, to include a Specific Use Permit "SUP" for a carport on Green Hills, 4th Inst, 3rd Sec, Block 7, Lot 26, more commonly known as 1326 Meadow Green, Duncanville, Dallas County, Texas.

Unapproved

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

Keith Rhynehart, applicant and owner, did not have anything to comment regarding his request.

Chairman Culbreath asked the public if anyone opposed the request. No one was in opposition.

With a motion by Commissioner Shine and a second by Commissioner McBroom, the public hearing was closed.

A motion was made by Commissioner Shine and a second motion by Vice-Chairman Rodriguez to approve the request for SUP as presented with no additional conditions. The vote was unanimous 7-0 in favor.

Item No. 5 – Conduct a public hearing (2022-01) for consideration and action regarding the request of Alma Cartwright, applicant an owner, to include a Planned Development "PD" for Planned Development/Neighborhood Office/Retail District on AMG Merrill, Abstract 884, Page 106, TR 15, more commonly known as 400 East Center Street, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed PD.

Monte Anderson, representing the owner, Alma Cartwright, spoke in favor of the request.

The Commission asked questions pertaining to proposed uses of the property and parking. Mr. Anderson fielded the Commissioner's questions.

Chairman Culbreath opened the floor for comments.

James Cartwright, son of Alma Cartwright, owner, spoke in favor of the proposed PD and gave a brief history of the existing building and property.

Commissioner Shine made a motion to close the public hearing with motion seconded by Commissioner Pena.

A motion was made by Vice-Chairman Rodriguez and a second motion by Commissioner Pena to approve the request for PD as presented with no additional conditions. The vote was unanimous 7-0 in favor of the request.

Item No. 6 – Conduct a public hearing (2021-23) for consideration and action regarding the request of Yvette Kent of Fonah Group Investments Inc., applicant, representing Odai Abdelgadar, owner, to include a Planned Development "PD" for a Planned Development/Downtown Duncanville District on Odai, Block 1, Lot 2, ACS 4.074, more commonly known as 2 North Duncanville Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed PD.

Unapproved

Yvette Kent of Fonah Group Investments Inc., representing Odai Abdelgadar, owner, spoke in favor of the proposed PD.

The Commission asked questions pertaining to funding and incentives, parking, landscaping and proposed uses for the property. Ms. Kent responded to the questions from the Commission.

Commissioner Shine made a motion to close the public hearing with motion seconded by Vice-Chairman Rodriguez.

Vice-Chairman Rodriguez made a motion, seconded by Commissioner Shine, to recommend to the City Council that the request be approved subject to the additional conditions proposed by staff related to phasing and potential future re-parceling of the overall property. The vote was unanimous 7-0 in favor of the request.

Skye Thibodeaux made a comment that he would have to discuss the condition related to re-parceling with the City Attorney to be sure such a condition can be legally made.

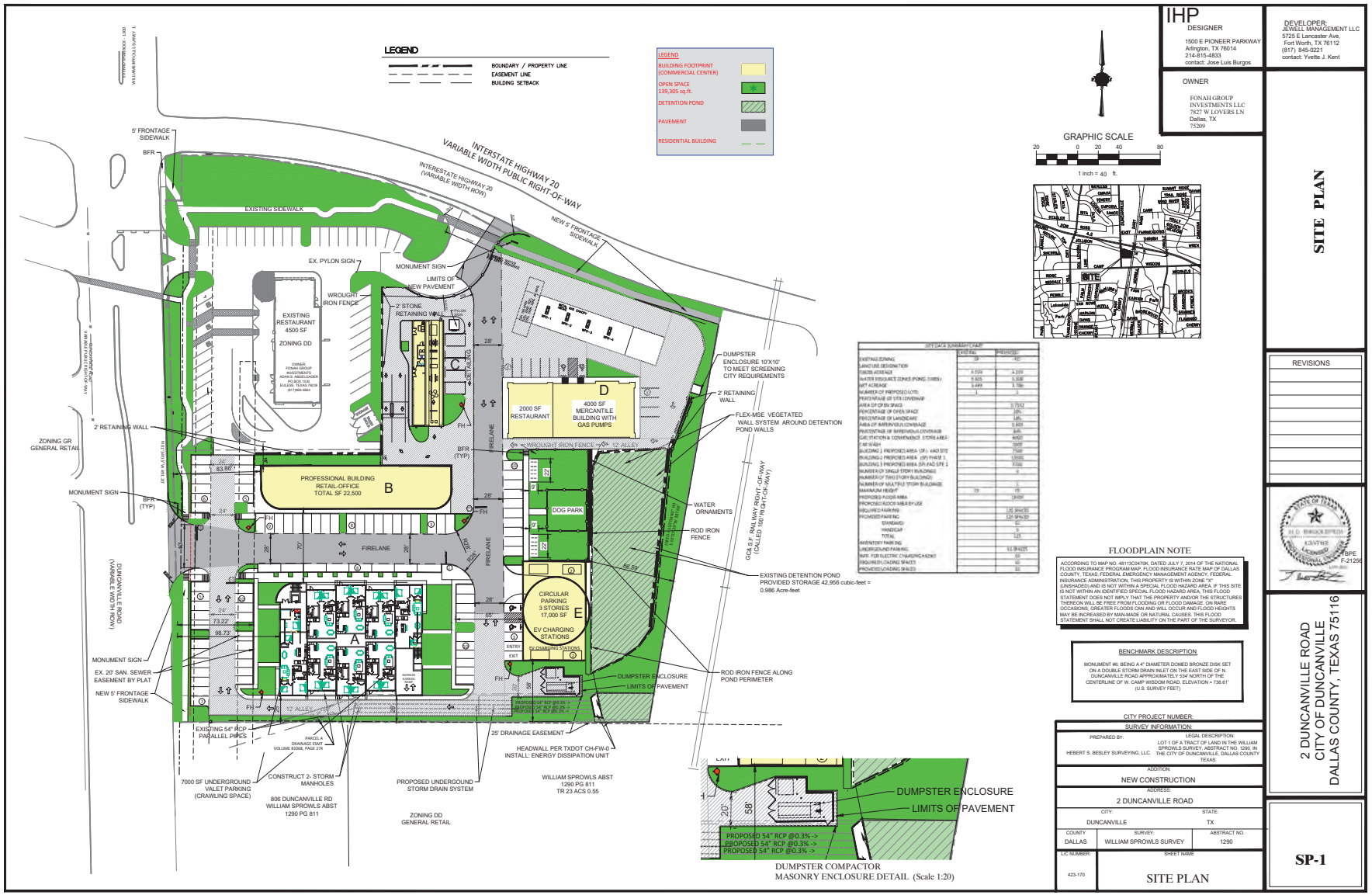
Item No. 7 - The meeting adjourned at 8:00 p.m.

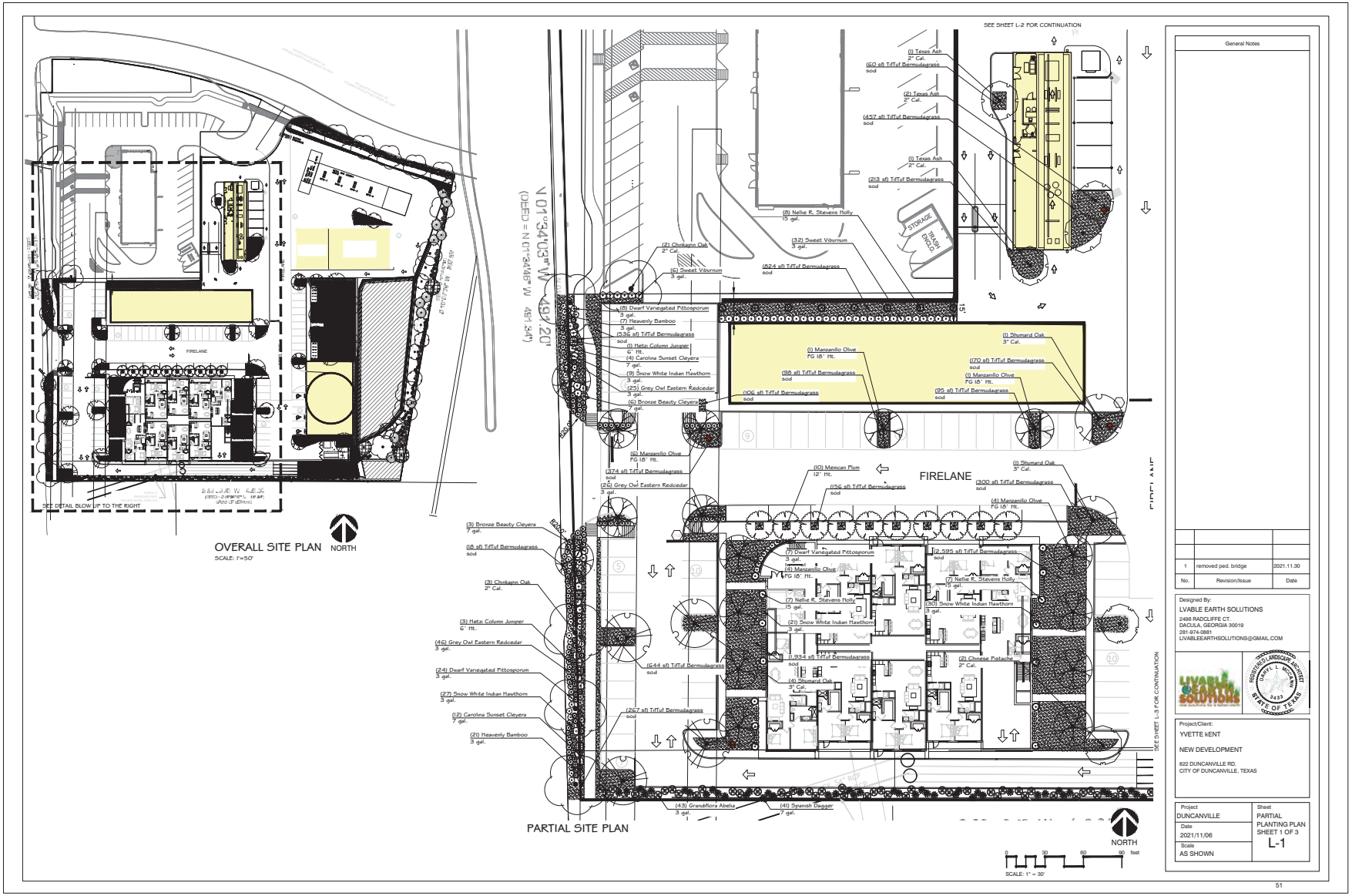
_____ _____

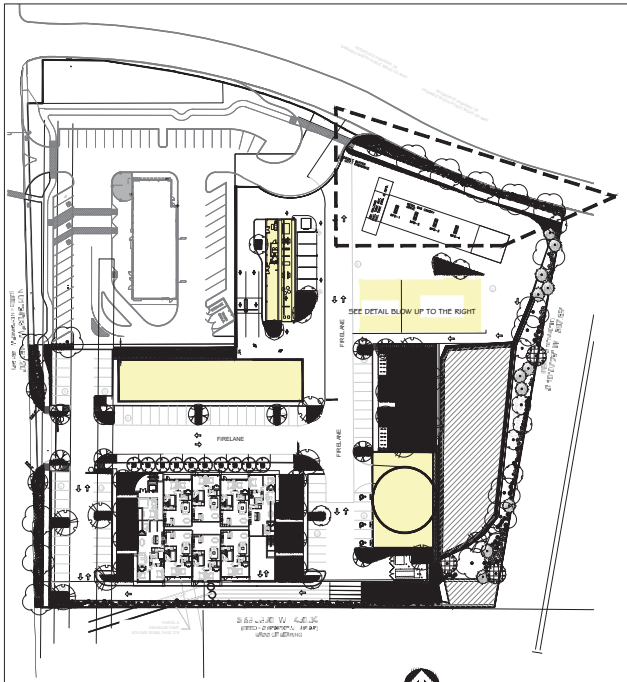
Skye Thibodeaux, Secretary Betty Culbreath, Chairman

Unapproved

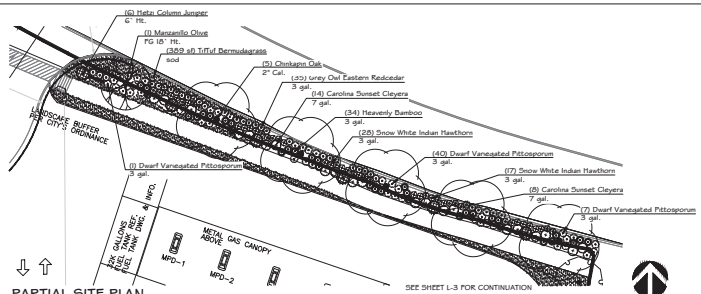
ATTACHMENT 4




SEE SHEET L-2 FOR CONTINUATION
OVERALL SITE PLAN
SCALE: 1"=50'
NORTH
SEE DETAIL BLOW UP TO THE RIGHT
PARTIAL SITE PLAN
FIRELANE
SEE SHEET L-3 FOR CONTINUATION
NORTH
SCALE: 1" = 30'
General Notes
1 removed ped. bridge 2021.11.30
No. Revision/Issue Date
Designed By:
LVABLE EARTH SOLUTIONS
2498 RADCLIFFE CT.
DACULA, GEORGIA 30019
281-974-0881
LIVABLEEARTHSOLUTIONS@GMAIL.COM
Project/Client:
YVETTE KENT
NEW DEVELOPMENT
822 DUNCANVILLE RD.
CITY OF DUNCANVILLE, TEXAS
Project
DUNCANVILLE
Date
2021/11/06
Scale
AS SHOWN
Sheet
PARTIAL
PLANTING PLAN
SHEET 1 OF 3
L-1
51



OVERALL SITE PLAN
SCALE: 1"=50'
NORTH



PARTIAL SITE PLAN
NORTH
0 30 60 90 feet
SCALE: 1" = 30'

PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	SIZE
	11	Ashe's Juniper / Juniperus ashei	8` Ht.
	3	Bald Cypress / Taxodium distichum	8` Ht.
	2	Cedar Elm / Ulmus crassifolia	2" Cal.
	3	Chinese Pistache / Pistacia chinensis	2" Cal.
	16	Chinkapin Oak / Quercus muehlenbergii	2" Cal.
	10	Hetzi Column Juniper / Juniperus chinensis 'Hetzii Columnaris'	6` Ht.
	23	Manzanillo Olive / Olea europaea 'Manzanillo'	FG 18` Ht.
	10	Mexican Plum / Prunus mexicana	12` Ht.
	11	Shumard Oak / Quercus shumardii	3" Cal.
	11	Texas Ash / Fraxinus texensis	2" Cal.

SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE
	9	Bronze Beauty Cleyera / Ternstroemia gymnanthera 'Conthery' TM	7 gal.
	38	Carolina Sunset Cleyera / Ternstroemia gymnanthera 'Carolina Sunset'	7 gal.
	67	Dwarf Variegated Pittosporum / Pittosporum tobira 'Dwarf Variegata'	3 gal.
	76	Grandiflora Abelia / Linnaea x grandiflora	3 gal.
	132	Grey Owl Eastern Redcedar / Juniperus virginiana 'Grey Owl'	3 gal.
	62	Heavenly Bamboo / Nandina domestica 'Obsession'	3 gal.
	30	Kobold Japanese Barberry / Berberis thunbergii 'Kobold' TM	3 gal.
	22	Nellie R. Stevens Holly / Ilex x 'Nellie R. Stevens'	15 gal.
	132	Snow White Indian Hawthorn / Rhaphiolepis indica 'Snow White'	3 gal.
	83	Spanish Dagger / Yucca gloriosa	7 gal.
	123	Sweet Viburnum / Viburnum odoratissimum	3 gal.

GROUND COVERS	QTY	COMMON / BOTANICAL NAME	SIZE
	18,420 sf	TifTuf Bermudagrass / Cynodon dactylon x transvaalensis 'TifTuf'	sod

General Notes

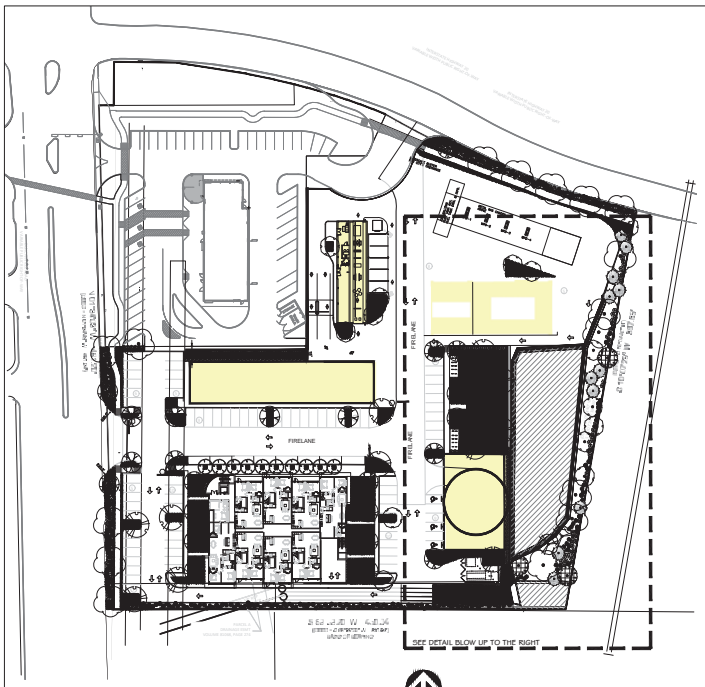
No.	Revision/Issue	Date
1	removed ped. bridge	2021.11.30

Designed By:
LVABLE EARTH SOLUTIONS
2498 RADCLIFFE CT.
DACULA, GEORGIA 30019
281-974-0881
LIVABLEEARTHSOLUTIONS@GMAIL.COM

REGISTERED LANDSCAPE ARCHITECT DANYEL L. MCCARTY 2437 STATE OF TEXAS

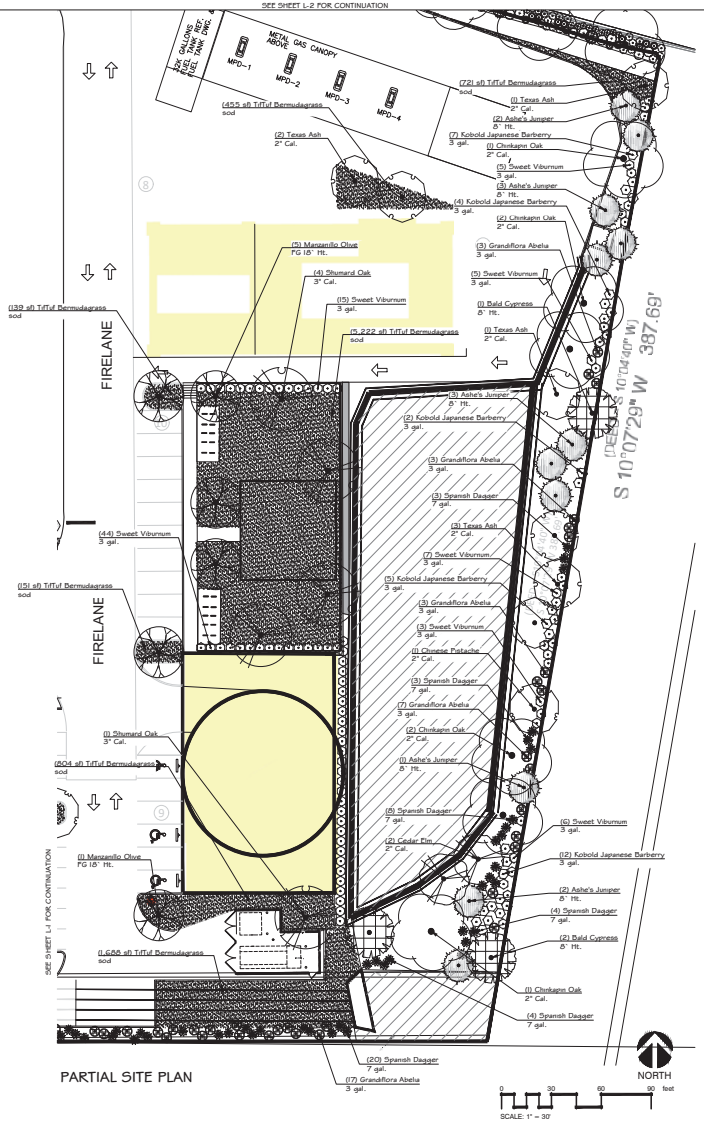
Project/Client:
YVETTE KENT
NEW DEVELOPMENT
822 DUNCANVILLE RD.
CITY OF DUNCANVILLE, TEXAS

Project	Sheet
DUNCANVILLE	PARTIAL PLANTING PLAN SHEET 2 OF 3
Date: 2021/11/06	L-2
Scale: AS SHOWN	



OVERALL SITE PLAN
SCALE: 1"=50'

NORTH



PARTIAL SITE PLAN

NORTH

General Notes

No.	Revision/Issue	Date
1	removed ped. bridge	2021.11.30

Designed By:
LVABLE EARTH SOLUTIONS
2498 RADCLIFFE CT.
DACULA, GEORGIA 30019
281-974-0881
LIVABLEEARTHSOLUTIONS@GMAIL.COM

REGISTERED LANDSCAPE ARCHITECT DANIEL L. MCKINNEY 2437 STATE OF TEXAS

Project/Client:
YVETTE KENT

NEW DEVELOPMENT

822 DUNCANVILLE RD.
CITY OF DUNCANVILLE, TEXAS

Project	Sheet
DUNCANVILLE	PARTIAL PLANTING PLAN SHEET 3 OF 3
Date: 2021/11/06	L-3
Scale: AS SHOWN	

53

GATE ACCESS REF. TO PLAN TYP.
GATE ACCESS REF. TO PLAN TYP.
9'-0"
"HINGE ANCHOR POST" MIN. 6" STEEL POST, SET 2 FEET DEEP IN CONCRETE FOR HINGE ATTACHMENT
COMPACTOR ENCLOSURE GATES- VERTICAL CEDAR SIDING ON METAL FRAME
RECYCLING ENCLOSURE GATES- SOLID METAL DOORS PRIMED AND PAINTED COLOR BY OWNER
NOTES:
-ALL GATES SHALL HAVE CROSS MEMBERS FOR BRACING
-GATE STOPS MUST BE INSTALLED ON ALL GATES TO SECURE GATE IN OPEN OR CLOSED POSITIONS.
02 COMPACTOR FRONT ELEVATION
BRICK
DECORATIVE BRICK BAND
4/A11.01
STEEL COLUMNS TYPICAL
3'-0" GATE SOLID METAL DOORS PRIMED AND PAINTED- COLOR BY OWNER
"HINGE ANCHOR POST" MIN. 6" STEEL POST, SET 2 FEET DEEP IN CONCRETE FOR HINGE ATTACHMENT
REFER TO PLAN
03 COMPACTOR SIDE ELEVATION
11'-8"
4/A11.01
STEEL COLUMNS TYPICAL
RECYCLING ENCLOSURE GATES - SOLID METAL DOORS PRIMED AND PAINTED, COLOR BY OWNER
PAINTED CMU WALL
1/4" /ft SLOPE
RECYCLING
5'-0"
DRAIN
CMU WALL W BRICK
"HINGE ANCHOR POST" MIN. 6" STEEL POST, SET 2 FEET DEEP IN CONCRETE FOR HINGE ATTACHMENT
COMPACTOR ENCLOSURE GATES - SOLID METAL DOORS PRIMED AND PAINTED, COLOR BY OWNER
3'-1" TYP.
3'-0" MIN. CLEAR
COMPACTOR
SELF-CONTAINED COMPACTOR WITH FULLY ENCLOSED DOGHOUSE-LOCKABLE DOORS BOTH SIDES
Ø7/A11.01
24'-8"
16'-8"
8'-8"
5'-0"
5'-0"
5'-0"
5'-10 7/8"
4'-1" 7/8"
"HINGE ANCHOR POST" MIN. 6" STEEL POST, SET 2 FEET DEEP IN CONCRETE FOR HINGE ATTACHMENT
32'-8"
LOCATION MAY VARY - CO-ORDINATION IS REQUIRED WITH COMPACTOR MANUFACTURER
3'-0" GATE SOLID METAL DOORS PRIMED AND PAINTED COLOR BY OWNER
Ø3/A11.01
01 COMPACTOR PLAN
04 COMPACTOR WALL SECTION
BENCHMARK DESCRIPTION
MONUMENT #6: BEING A 4" DIAMETER DOMED BRONZE DISK SET ON A DOUBLE STORM DRAIN INLET ON THE EAST SIDE OF N. DUNCANVILLE ROAD APPROXIMATELY 53# NORTH OF THE CENTERLINE OF W. CAMP WISDOM ROAD. ELEVATION = 730.61' (U.S. SURVEY FEET)
CITY PROJECT NUMBER:
SURVEY INFORMATION:
PREPARED BY: HEBERT S. BESLEY SURVEYING, LLC.
LEGAL DESCRIPTION: LOT 1 OF A TRACT OF LAND IN THE WILLIAM SPROWLS SURVEY, ABSTRACT NO. 1290, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY TEXAS
ADDITION: NEW CONSTRUCTION
ADDRESS: 2 DUNCANVILLE ROAD
CITY: DUNCANVILLE
STATE: TX
COUNTY: DALLAS
SURVEY: WILLIAM SPROWLS SURVEY
ABSTRACT NO.: 1290
LIC NUMBER: 423-170
SHEET NAME: OPEN SPACE PLAN
IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos
OWNER
FONAH GROUP INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209
DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent
DUMPSTER ENCLOSURE DETAIL (MECHANICAL GARBAGE COMPACTOR)
REVISIONS
822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
SP-2
55
PLOTTED BY: JOSE LUIS BURGOS
PLOT DATE: 10/29/2001 - 5:27 PM
LOCATION: C:\USERS\12145\DOCUMENTS\YVETTE PROJECTS\001 AUGUST SITE PLAN DUNCANVILLE\MASTER SITE PLAN LATEST AND GREATEST --REVISED -- FLOOR PLAN.DWG
LAST SAVED: 10/29/2021 - 5:19 PM

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERELT MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

AERIAL VIEW

REVISIONS

JLO. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

9

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

57

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

BUILDING 1 RIGHT ELEVATION

REVISIONS

STATE OF TEXAS
J.L.G. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

11

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

BUILDING 1 SE VIEW

REVISIONS

STATE OF TEXAS
JLO. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

12

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

BUILDING 1 SE CORNER

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

14

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVELT MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

BUILDING 1 FRONT ELEVATION

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

10

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVELT MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

BUILDING 2 FRONT ELEVATION

REVISIONS

STATE OF TEXAS
JLG. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

30

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

BUILDING 2 LEFT ELEVATION

REVISIONS

STATE OF TEXAS
JLG. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

32

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVET MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

BUILDING 2 REAR ELEVATION

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-01-2023

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

31

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERRELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

ROOF TOP RESTAURANT

REVISIONS

JLO BURGOS ZEPEDA
135702
LICENSED
ARCHITECT

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

29

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

37

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

STATE OF TEXAS
J.L.O BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

38

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

MERCANTILE STORE WITH GAS

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2025

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

41

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

MERCANTILE STORE WITH GAS

REVISIONS

STATE OF TEXAS
J.L.G. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

42

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERELT MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PARKADE STRUCTURE

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

43

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

40

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PARKADE STRUCTURE

REVISIONS

STATE OF TEXAS
JLO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

44

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL
12-01-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

46

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

STATE OF TEXAS
JLO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

47

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVET MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135792
LICENSED
PROFESSIONAL
ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

48

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVET MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PERSPECTIVES

REVISIONS

STATE OF TEXAS
JULIO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2025

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

49

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

OLIVE TREE

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

54

NORTH ELEVATION

② EXTERIOR ELEVATIONS

SOUTH ELEVATION

① EXTERIOR ELEVATIONS

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

BUILDING 1
ELEVATIONS

REVISIONS

822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A1

15

WEST ELEVATION - DUNCANVILLE ROAD

② EXTERIOR ELEVATIONS

EAST ELEVATION

① EXTERIOR ELEVATIONS

0 10'-8" 21'-4" 32'
3/32" = 1'

0 10'-8" 21'-4" 32'
3/32" = 1'

IHP

DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERRELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

OLIVE GROVE
MAIN-5 STORY MIXED USE
ELEVATIONS

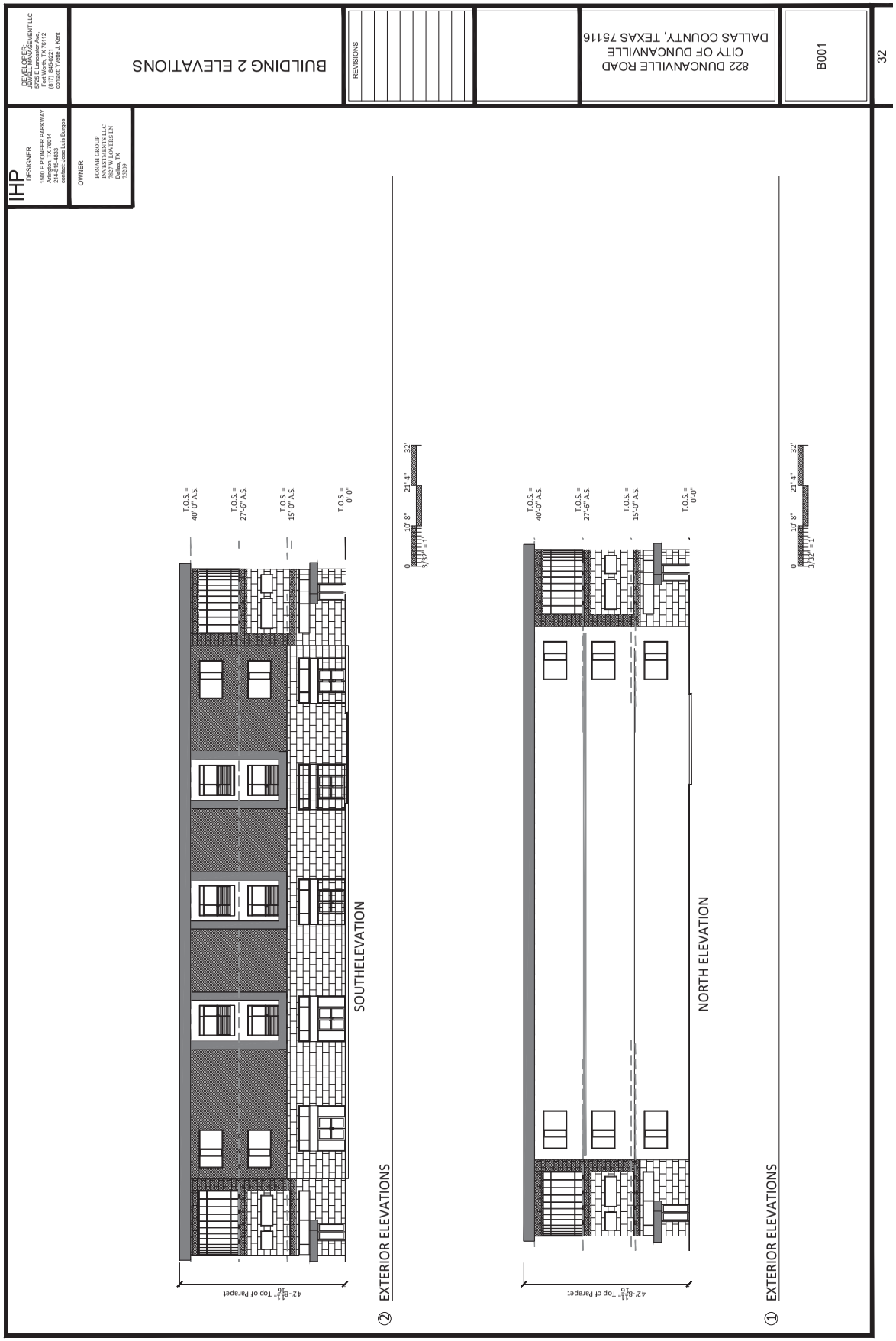
REVISIONS

STATE OF TEXAS
JLG BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-01-2021

822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A2

16


DEVELOPER
DESIGNER
IHP
1000 E PIONEER PARKWAY
ARLINGTON, TX 76010
214-815-4853
contact: Jose Luis Burgos
OWNER
FONAH GROUP
7827 W LOVERS LN
Dallas, TX
75209
BUILDING 2 ELEVATIONS
REVISIONS
822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
B001
32
T.O.S. = 40'-0" A.S.
T.O.S. = 27'-6" A.S.
T.O.S. = 15'-0" A.S.
T.O.S. = 0'-0"
42'-8 11/16" Top of Parapet
10'-8"
21'-4"
32'
0
3/32" = 1'
SOUTHELEVATION
② EXTERIOR ELEVATIONS
NORTH ELEVATION
① EXTERIOR ELEVATIONS

2ND FLOOR OLIVE GROVE CARPORT--Designated Apts. & Condos

Designated Underground Parking
Valet Restaurant only
Office Management Parking

PARKING SUMMARY

1 ADA SPACE
4 MANAGEMENT
47 SPACES

TOTAL 52 SPACES

② SECOND FLOOR PLAN: Parking garage

0 10.6' 21.3' 32'
3/32" = 1'

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP
INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERRELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

UNDERGROUNG GARAGE

REVISIONS

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A2

17

2ND FLOOR OLIVE GROVE CARPORT--Designated Apts. & Condos

Designated Condo Parking

PARKING SUMMARY

1 ADA SPACE

17 SPACES

TOTAL 18 PARKINGS

② SECOND FLOOR PLAN: Parking garage

0 10.6' 21.3' 32'
3/32" = 1

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERVELT MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

2ND FLOOR PLAN

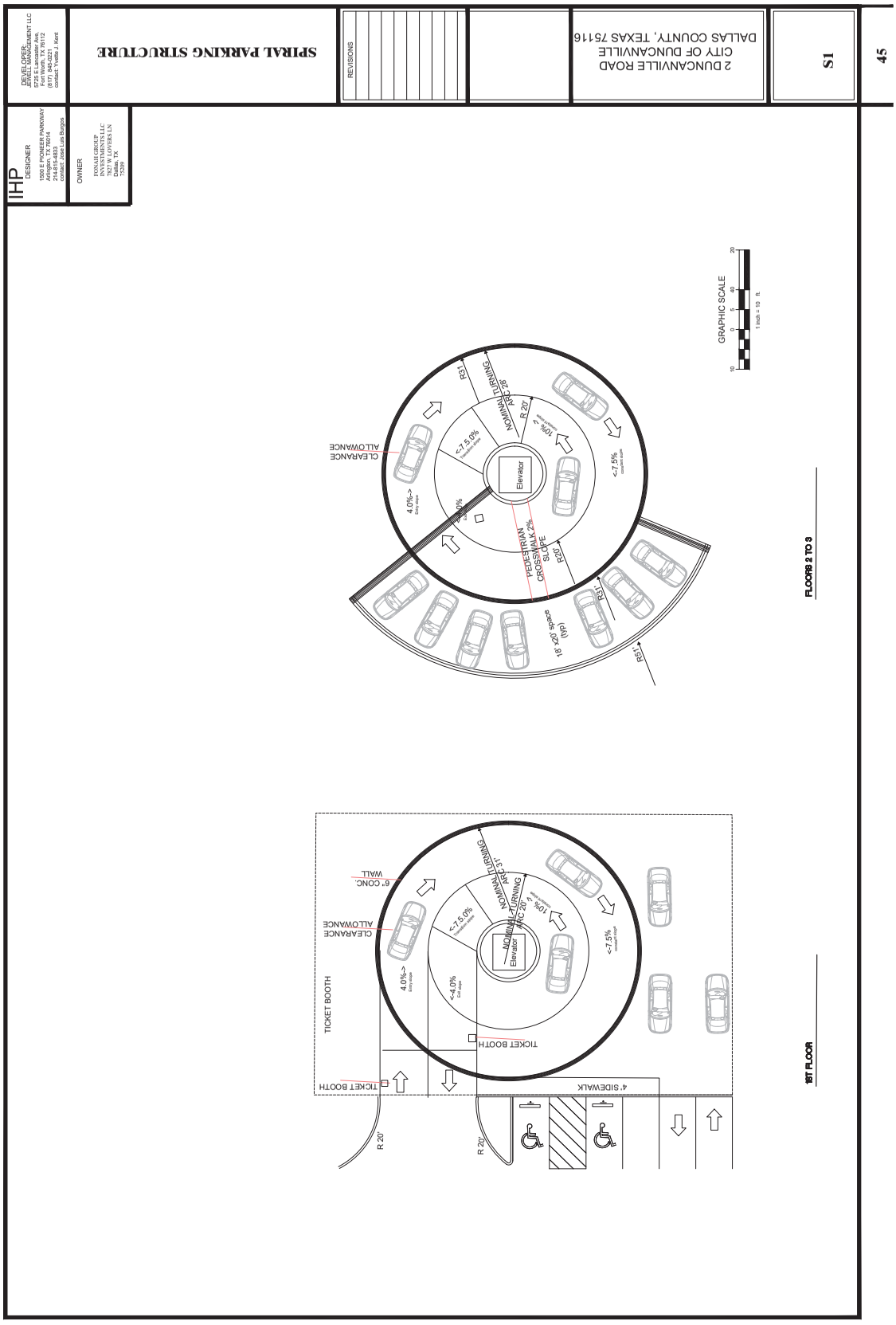
REVISIONS

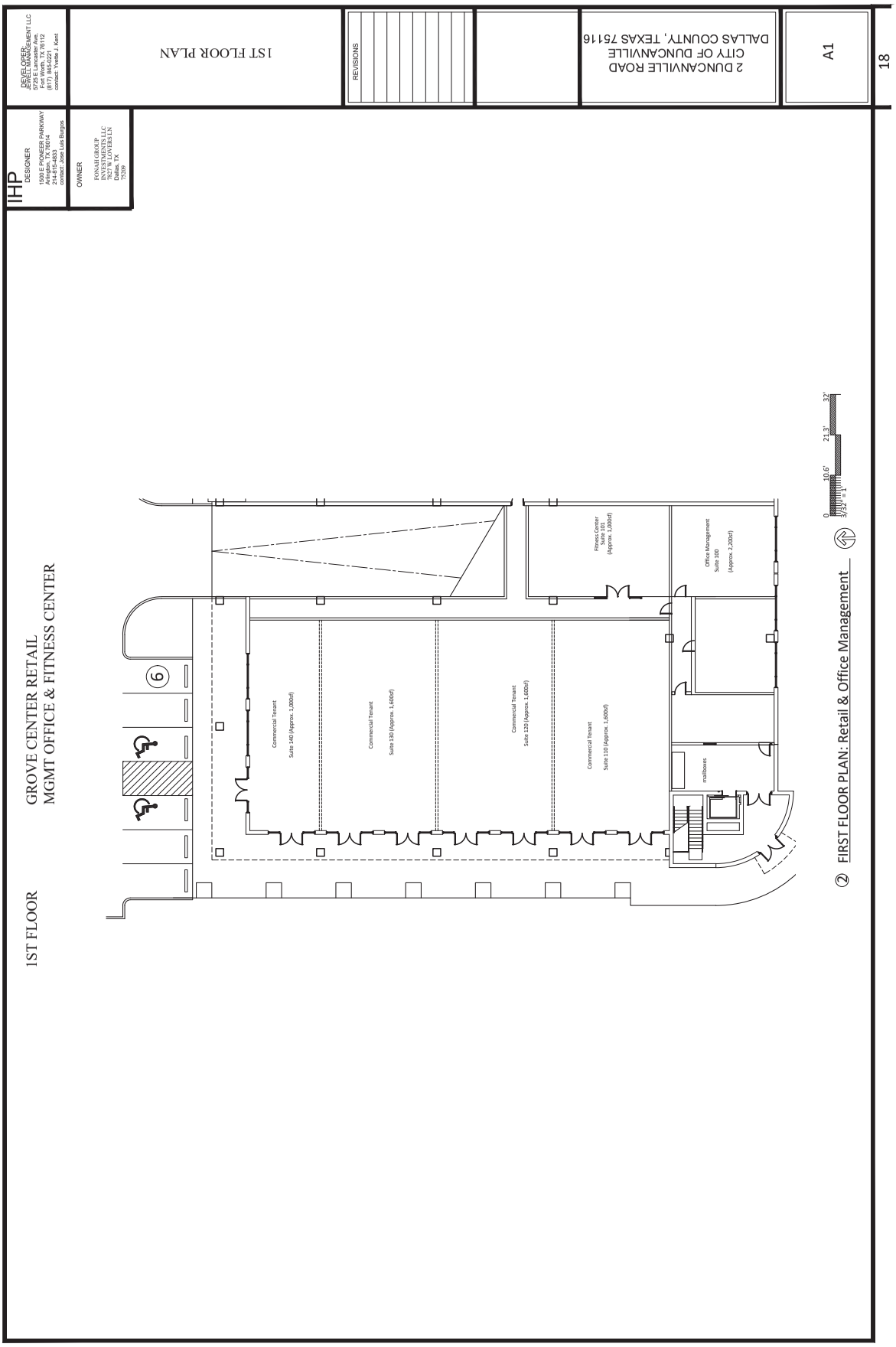
JLG BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

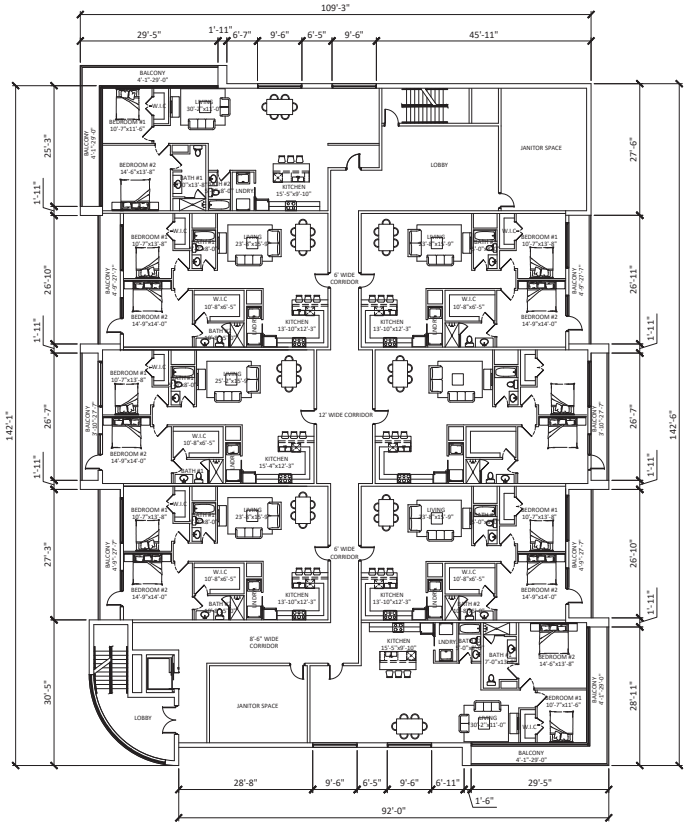
A2

19


DEVELOPER
JEWEL MANAGEMENT LLC
SPIRAL PARKING STRUCTURE
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
S1
45
IHP
DESIGNER
OWNER
GRAPHIC SCALE
1 inch = 10 ft.
FLOORS 2 TO 9
1ST FLOOR
Elevator
TICKET BOOTH
4' SIDEWALK
CLEARANCE
ALLOWANCE
6" CONC. WALL
R 20'
R 31'
R 38'
MINIMUM TURNING
<7.5%
10%
4.0%
<4.0%
18' 20° spaces (typ)


DEVELOPER
JPI DEVELOPMENT MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 900-2701
contact: Yvette J. Kent
1ST FLOOR PLAN
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A1
18
IHP
DESIGNER
1600 E PIONEER PARKWAY
ARLINGTON, TX 76010
214-810-4833
contact: Jose Luis Barrios
OWNER
FONAH GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209
1ST FLOOR
GROVE CENTER RETAIL
MGMT OFFICE & FITNESS CENTER
Commercial Tenant
Suite 140 (Approx. 1,000sf)
Commercial Tenant
Suite 130 (Approx. 1,600sf)
Commercial Tenant
Suite 120 (Approx. 1,600sf)
Commercial Tenant
Suite 110 (Approx. 1,600sf)
Fitness Center
Suite 101
(Approx. 1,000sf)
Office Management
Suite 100
(Approx. 2,200sf)
mailboxes
6
0
3/32" = 1'
10.6'
21.3'
32'
② FIRST FLOOR PLAN: Retail & Office Management

3rd FLOOR THE VINEYARD APTS & CONDOS



③ THIRD FLOOR PLAN: Appartments

0 10.6' 21.3' 32'
3/32" = 1

TOTAL 8 UNITS

2-BEDROOMS 2-BATHROOMS

7 UNITS 1200 SQ FT
1 UNIT 1500 SQ FT

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave.
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

OWNER
FONAH GROUP INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

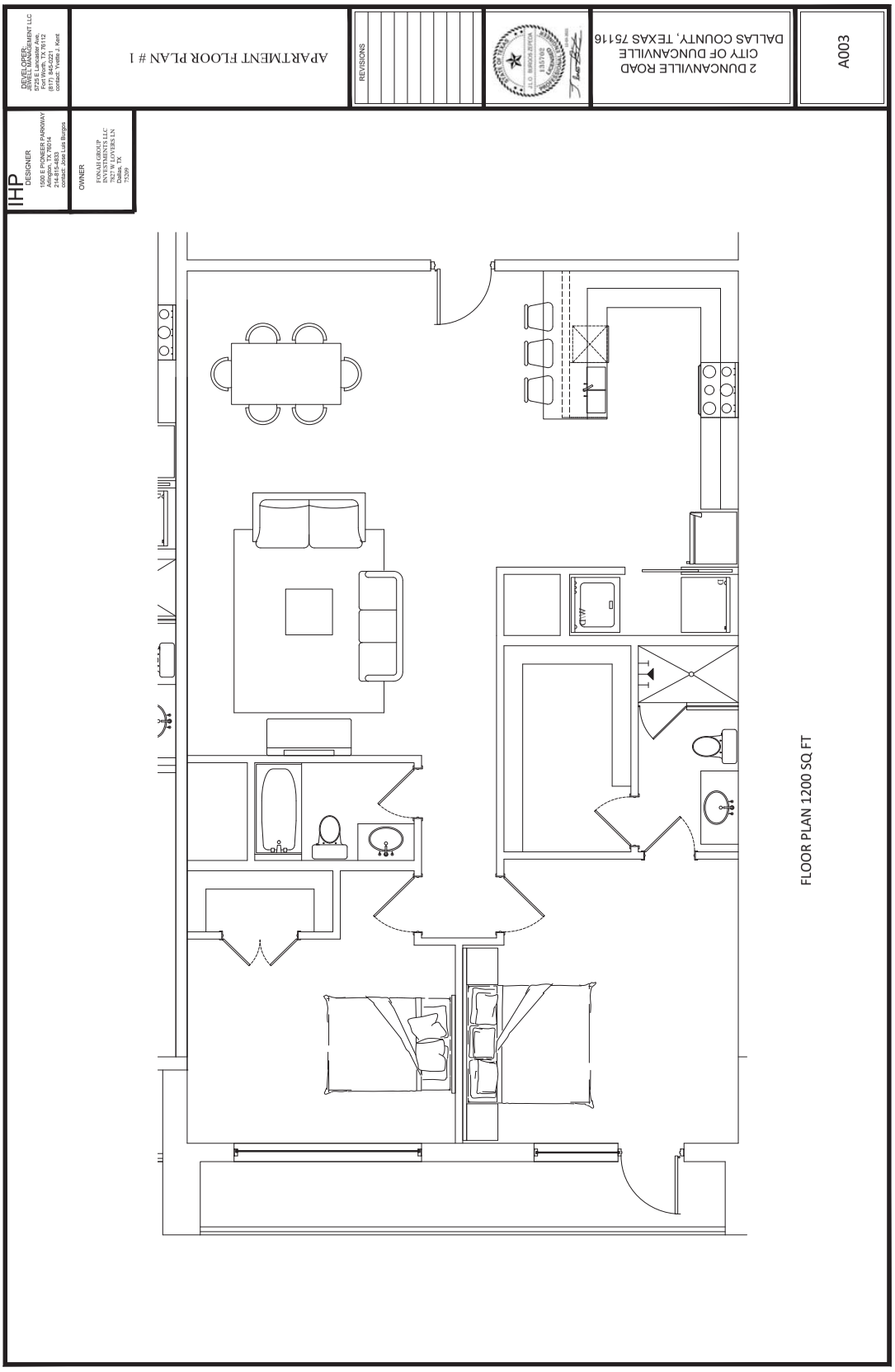
3RD FLOOR PLAN

REVISIONS

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A03

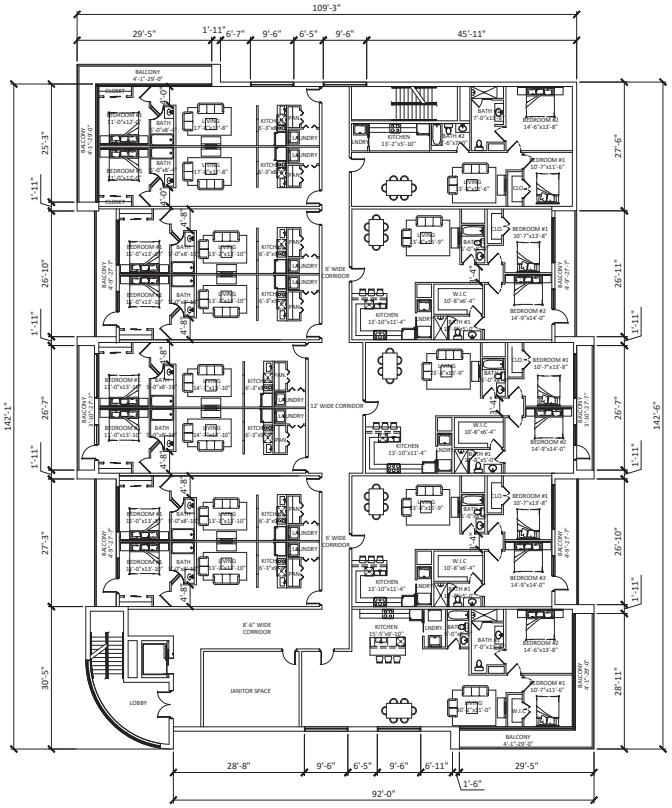
20


DEVELOPER
IHP
DESIGNER
OWNER
REVISIONS
APARTMENT FLOOR PLAN # 1
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A003
21
FLOOR PLAN 1200 SQ. FT

4th FLOOR THE VINEYARD APTS & CONDOS

TOTAL 14 UNITS

8 UNITS 1-BEDROOM 1-BATHROOM
750 SQ FT
5 UNITS 2-BEDROOMS 2-BATHROOMS
1200 SQ FT
1 UNIT 2-BEDROOMS 2-BATHROOMS
1500 SQ FT



④ FOURTH FLOOR PLAN: Appartments

0 10.6' 21.3' 32'
3/32" = 1'

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP
INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

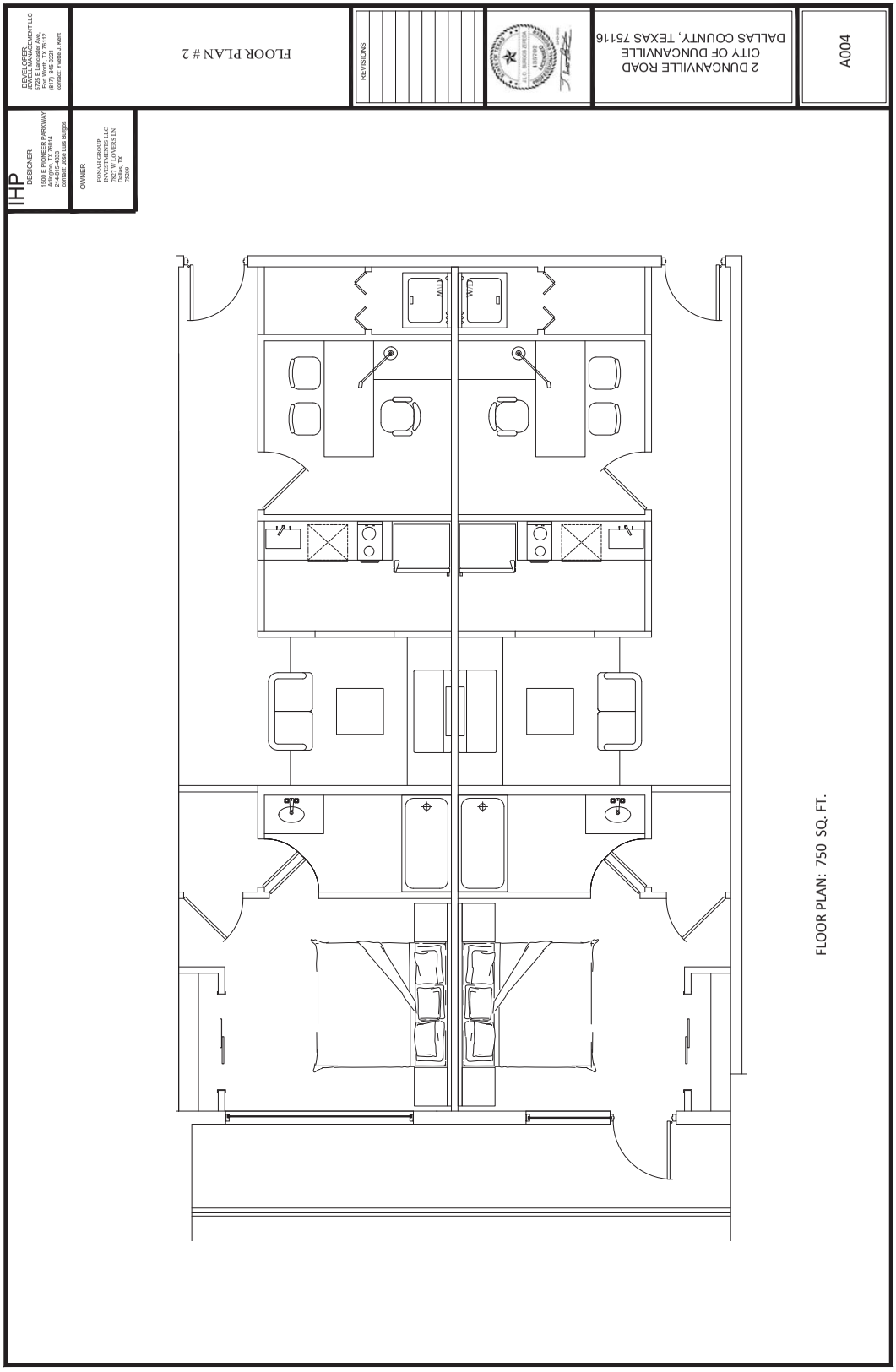
DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

3RD FLOOR PLAN

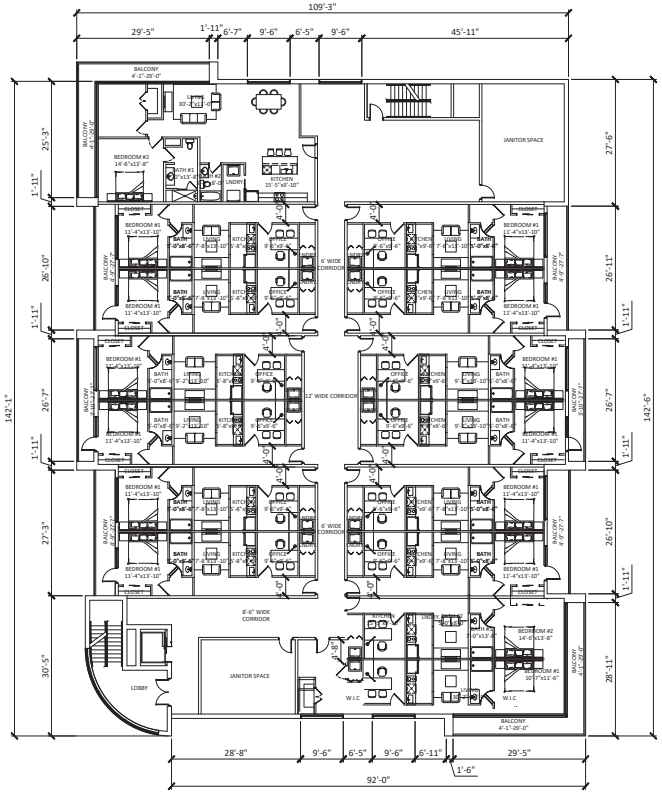
REVISIONS

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A04


DEVELOPER
IHP
DESIGNER
OWNER
FLOOR PLAN # 2
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A004
23
FLOOR PLAN: 750 SQ. FT.

5th FLOOR THE VINEYARD APTS & CONDOS



⑤ FIFTH FLOOR PLAN: Appartments

0 10.6' 21.3' 32'
3/32" = 1

TOTAL UNITS 15

1-BEDROOM 1-BATHROOM

13 UNITS 750 SQ FT

1 UNIT 1000 SQ FT

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

3RD FLOOR PLAN

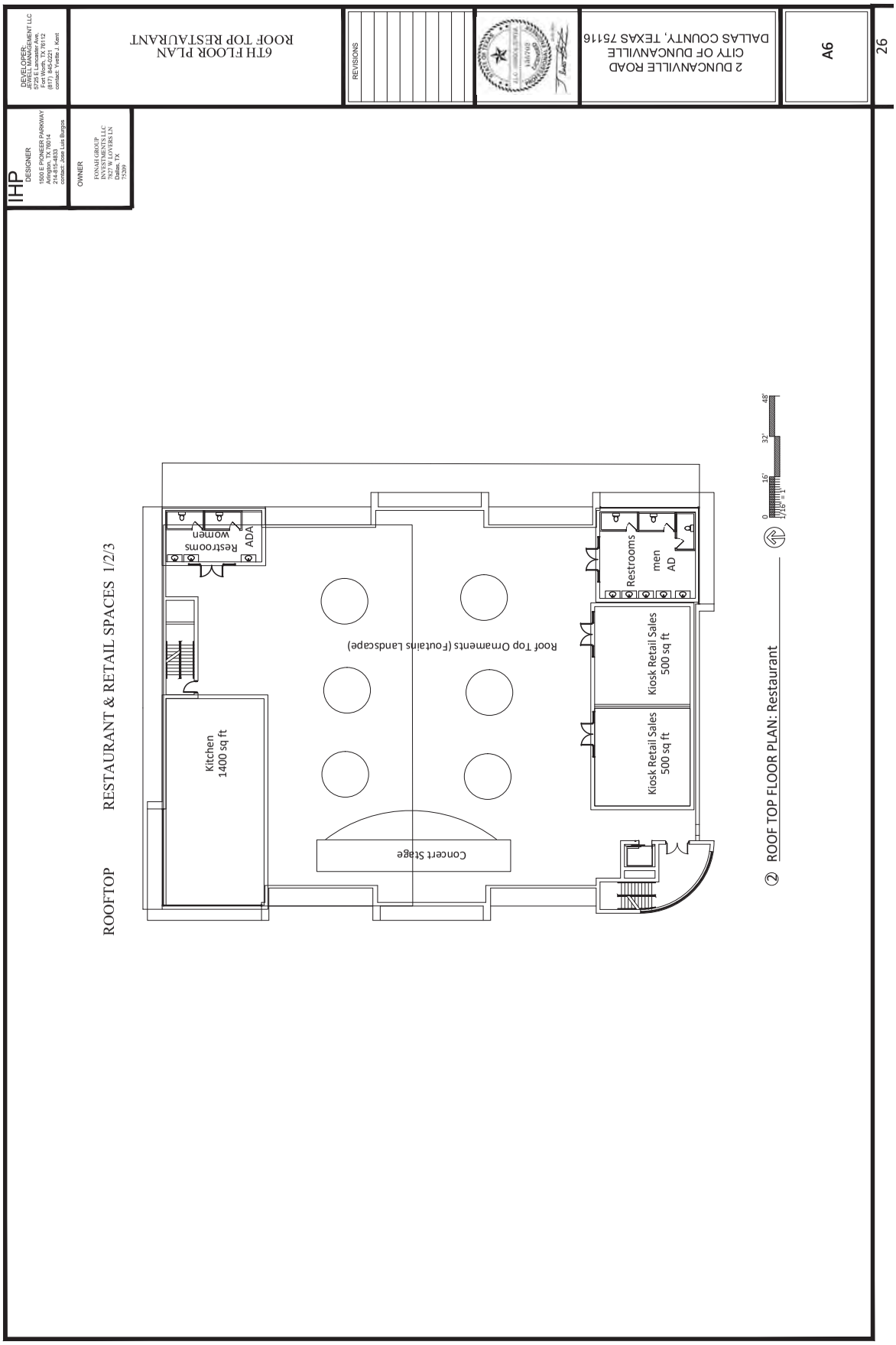
REVISIONS

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A05

FLOOR PLAN: 750 SQ. FT.

25


DEVELOPER
JPI DEVELOPMENT MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 457-5721
contact: Yvette J. Kent
IHP
DESIGNER
1900 E PIONEER PARKWAY
Arlington, TX 76010
214-810-4833
contact: Jose Luis Burgos
OWNER
FONAH GROUP
DUNCANVILLE TX, LLC
7827 W LOVERS LN
Dallas, TX
75209
6TH FLOOR PLAN
ROOF TOP RESTAURANT
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A6
26
ROOFTOP
RESTAURANT & RETAIL SPACES 1/2/3
Restrooms
women
ADA
Restrooms
men
AD
Roof Top Ornaments (Fountains Landscape)
Kiosk Retail Sales
500 sq ft
Kiosk Retail Sales
500 sq ft
Kitchen
1400 sq ft
Concert Stage
0
16'
32'
48'
1/16" = 1'
② ROOF TOP FLOOR PLAN: Restaurant

Attachment 5

City of Duncanville Planning Division
Development Services
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

December 29, 2021

Zoning File: 2021-23

Dear Property Owner:

Yvette Kent of Fonah Group Investments Inc., representing Odai Abdelgadar, Owner, is requesting a Planned Development/Downtown Duncanville District on Odai, Block 1, Lot 2, ACS 4.074, City of Duncanville, Dallas County, Texas, more commonly known as 2 N. Duncanville Rd.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a public hearing on Monday, January 10, 2022, at 7:00 p.m. and a City Council public hearing will be held on Tuesday, February 1, 2022, at 7:00 p.m. in the City Hall Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by February 1, 2022, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures

División de Planificación de la Ciudad de Duncanville
Servicios de desarrollo
203 E. Wheatland Road
P. O. Box 380280
Duncanville TX75138-0280
p) 972-707-3878; f) 972-780-6426
e) lromero@duncanville.com

diciembre 29, 2021

Archivo de zonificación: 2021-23

Estimado propietario:

Yvette Kent de Fonah Group Investments Inc., en representación de Odai Abdelgadar, Propietario, está solicitando un Desarrollo Planificado/Distrito del Centro de Duncanville en Odai, Block 1, Lot 2, ACS 4.074, Ciudad de Duncanville, Condado de Dallas, Texas, más comúnmente conocido como 2 N. Duncanville Rd.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el lunes 10 de enero de 2022, a las 7:00 p.m. y una audiencia pública del Concejo Municipal se llevará a cabo el martes 1 de febrero de 2022, a las 7:00 p.m. en las Cámaras del Consejo del Ayuntamiento, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 1 de febrero de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al secretario de la Ciudad o a Skye Thibodeaux, secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico sthibodeaux@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-01 Yvette Kent of Fonah Group Investments Inc., Applicant, representing Odai Abdelgadar, is requesting approval of a Planned Development/Mixed-Use Development on Odai, Block 1, Lot 2, ACS 4.074, more commonly known as 2 N. Duncanville Rd., City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for a Mixed-Use Development.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, January 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, February 1, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by February 1, 2022, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor** of granting the zoning request.*

_____ *Not **in favor** of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

El siguiente formulario puede ser llenado y enviado por correo a:

Comisión de Planificación y Zonificación
Ciudad de Duncanville
A la atención de: Development Services
Apartado de correos 380280
Duncanville, TX 75138-0280

Caso No. 2022-01 Yvette Kent de Fonah Group Investments Inc., Solicitante, que representa a Odai Abdelgadar, propietario, está solicitando la aprobación de un Desarrollo Planificado / Desarrollo de Uso Mixto en Odai, Block 1, Lot 2, ACS 4.074, más comúnmente conocido como 2 N. Duncanville Rd., Ciudad de Duncanville, Condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir un desarrollo de uso mixto.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el lunes 10 de enero de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el martes 1 de febrero de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 1 de febrero de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

_____ *No* ***a favor*** de otorgar la solicitud *de zonificación.*

Mis razones son las siguientes:

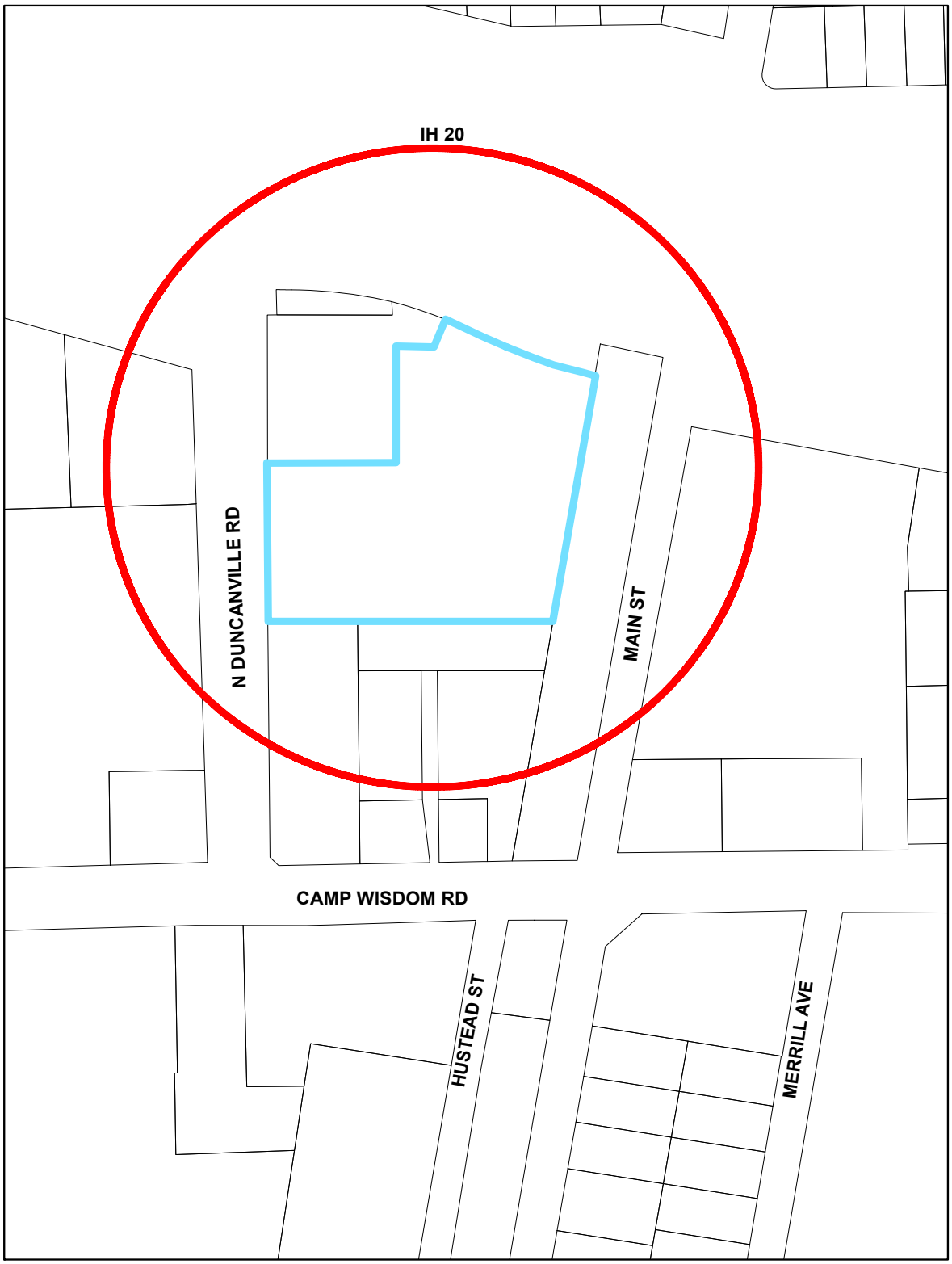
1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____


IH 20
N DUNCANVILLE RD
MAIN ST
CAMP WISDOM RD
HUSTEAD ST
MERRILL AVE

ATTACHMENT 6

ARMOR KNUDSEN LLC
12526 LONGMIRE LAKEVIEW
CONROE, TEXAS 77304

~~FAITH BAPTIST CHURCH~~
~~111 W CAMP WISDOM RD~~
~~DUNCANVILLE, TEXAS 75116~~

PPK ENTERPRISES LP
2715 DERBY CT
SOUTHLAKE, TEXAS 76092

FONAH GROUP INVESTMENTS LLC
7877 LOVERS LN
DALLAS, TEXAS 75225

ARIYO ABRAHAM A MD
2411 POINCIANA PL
DALLAS, TEXAS 75212

~~FAITH BAPTIST CHURCH~~
~~111 W CAMP WISDOM RD~~
~~DUNCANVILLE, TEXAS 75116~~

VILLAGE PARK 3 LP
1300 W LYNN ST #100
AUSTIN, TEXAS 78703

~~FONAH GROUP INVESTMENTS LLC~~
~~7877 LOVERS LN~~
~~DALLAS, TEXAS 75225~~

FAITH BAPTIST CHURCH
111 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 75116

BNSF RAILWAY
PO BOX 961089
FORT WORTH, TEXAS 76161

CFOC DUNCANVILLE TX LLC
5713 GRAND AVE STE B
DULUTH, MINNESOTA 55807

ORDINANCE NO. 2426

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING DOWNTOWN DUNCANVILLE "DD" DISTRICT ZONING TO INCLUDE A PLANNED DEVELOPMENT "PD" ON ODAI, BLOCK 1, LOT 2, MORE COMMONLY KNOWN AS 2 N DUNCANVILLE ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE DEVELOPMENT PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended the Downtown Duncanville "DD" District zoning to include a Planned Development "PD" on Odai, Block 1, Lot 2, more commonly known as 2 N Duncanville Road, Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with the development plan, Exhibit B, as special conditions and as amended herein, subject to the following additional special conditions:

The property shall be developed according to the development standards described in Exhibit B, attached hereto.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of February, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

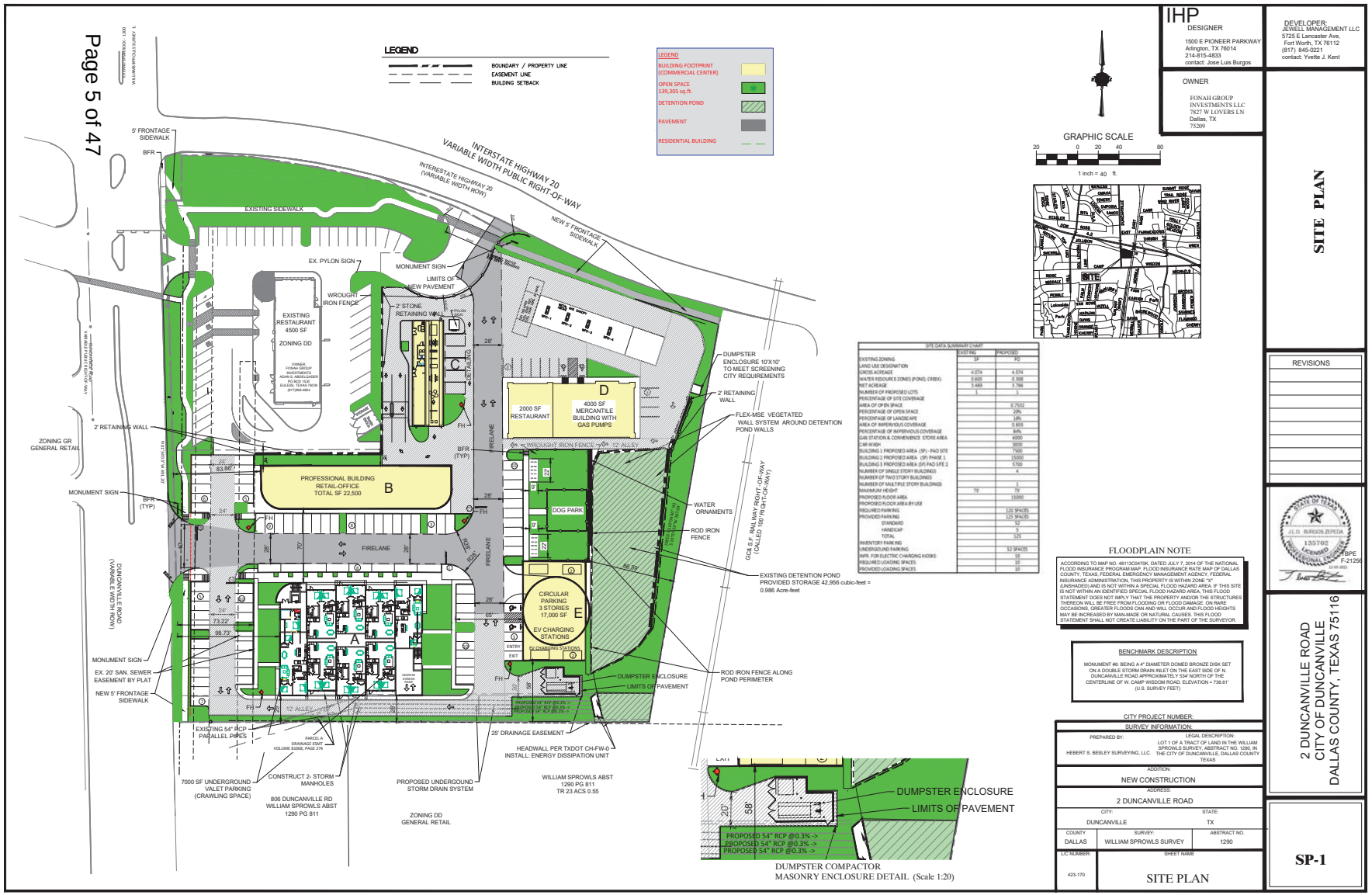
Robert E. Hager, City Attorney

Exhibit A

Approximately 4.1 acres recorded as Odai, Block 1, Lot 2, more commonly known as 2 N Duncanville Road, City of Duncanville, Dallas County, Texas.

Exhibit B

ATTACHMENT 4



IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

SITE PLAN

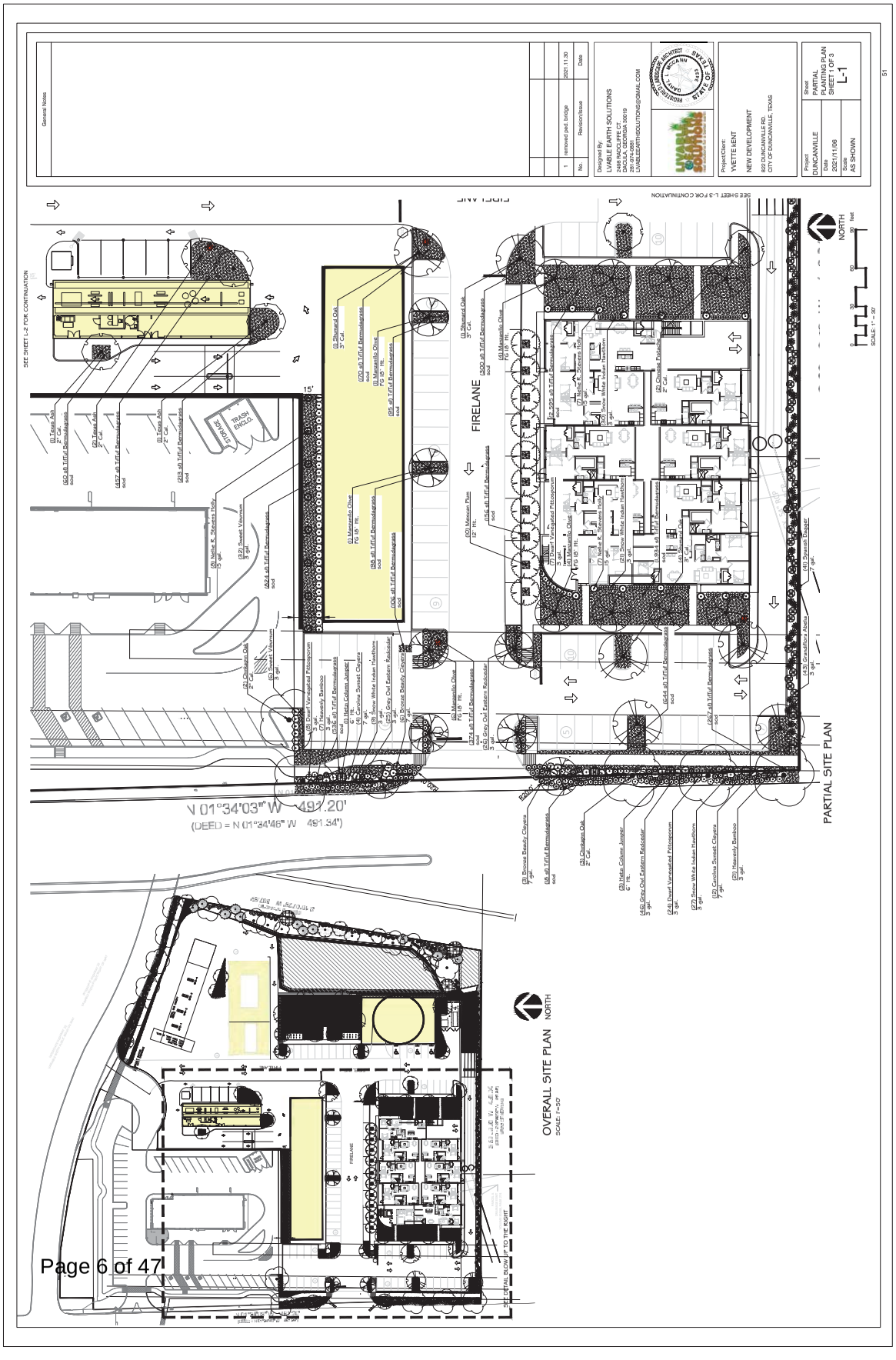
REVISIONS

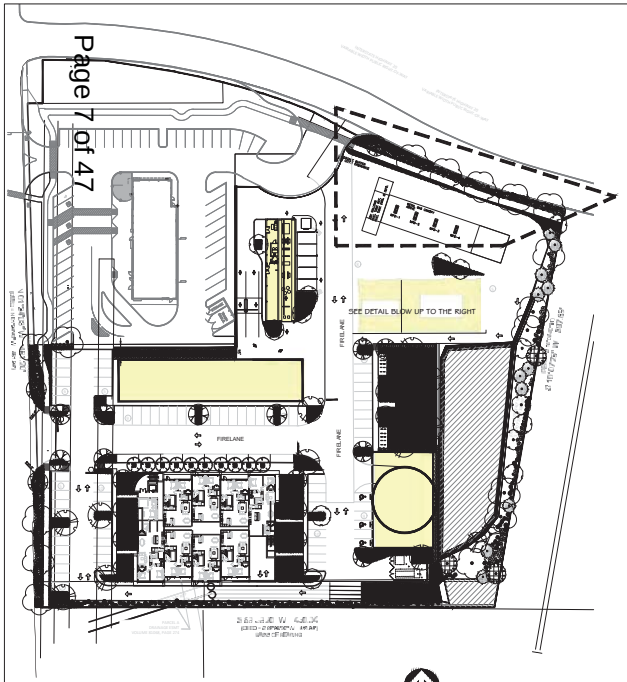
JLO. BURGOS ZEPEDA
135702
REGISTERED PROFESSIONAL ENGINEER
12-05-2025
TBPE F-21256

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

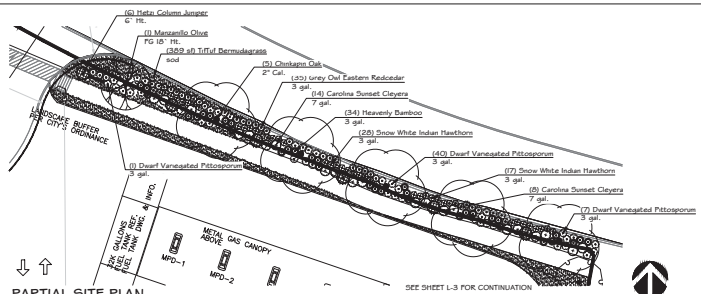
SP-1

8


PARTIAL SITE PLAN
SCALE: 1" = 30'
OVERALL SITE PLAN
SCALE: 1"=50'
NORTH
FIRELANE
N 01°34'03" W 491.20'
(DEED = N 01°34'46" W 491.34')
Project
DUNCANVILLE
Date
2021.11.08
Scale
AS SHOWN
Sheet
PARTIAL PLANTING PLAN
SHEET 1 OF 3
L-1
Project/Client:
YVETTE KENT
NEW DEVELOPMENT
802 DUNCANVILLE RD.
CITY OF DUNCANVILLE, TEXAS
Designed By:
LIVABLE EARTH SOLUTIONS
LAURA MCCLURE CT.
DACULA, GEORGIA 30019
(404) 434-4994
LIVABLEEARTHSOLUTIONS@GMAIL.COM
General Notes
No.
Revision/Issue
Date
1
removed pad, bridge
2021.11.30



OVERALL SITE PLAN
SCALE: 1"=50'
NORTH



PARTIAL SITE PLAN
NORTH
0 30 60 90 feet
SCALE: 1" = 30'

PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	SIZE
	11	Ashe's Juniper / Juniperus ashei	8` Ht.
	3	Bald Cypress / Taxodium distichum	8` Ht.
	2	Cedar Elm / Ulmus crassifolia	2" Cal.
	3	Chinese Pistache / Pistacia chinensis	2" Cal.
	16	Chinkapin Oak / Quercus muehlenbergii	2" Cal.
	10	Hetzi Column Juniper / Juniperus chinensis 'Hetzii Columnaris'	6` Ht.
	23	Manzanillo Olive / Olea europaea 'Manzanillo'	FG 18` Ht.
	10	Mexican Plum / Prunus mexicana	12` Ht.
	11	Shumard Oak / Quercus shumardii	3" Cal.
	11	Texas Ash / Fraxinus texensis	2" Cal.

SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE
	9	Bronze Beauty Cleyera / Ternstroemia gymnanthera 'Conthery' TM	7 gal.
	38	Carolina Sunset Cleyera / Ternstroemia gymnanthera 'Carolina Sunset'	7 gal.
	67	Dwarf Variegated Pittosporum / Pittosporum tobira 'Dwarf Variegata'	3 gal.
	76	Grandiflora Abelia / Linnaea x grandiflora	3 gal.
	132	Grey Owl Eastern Redcedar / Juniperus virginiana 'Grey Owl'	3 gal.
	62	Heavenly Bamboo / Nandina domestica 'Obsession'	3 gal.
	30	Kobold Japanese Barberry / Berberis thunbergii 'Kobold' TM	3 gal.
	22	Nellie R. Stevens Holly / Ilex x 'Nellie R. Stevens'	15 gal.
	132	Snow White Indian Hawthorn / Rhaphiolepis indica 'Snow White'	3 gal.
	83	Spanish Dagger / Yucca gloriosa	7 gal.
	123	Sweet Viburnum / Viburnum odoratissimum	3 gal.

GROUND COVERS	QTY	COMMON / BOTANICAL NAME	SIZE
	18,420 sf	TifTuf Bermudagrass / Cynodon dactylon x transvaalensis 'TifTuf'	sod

General Notes

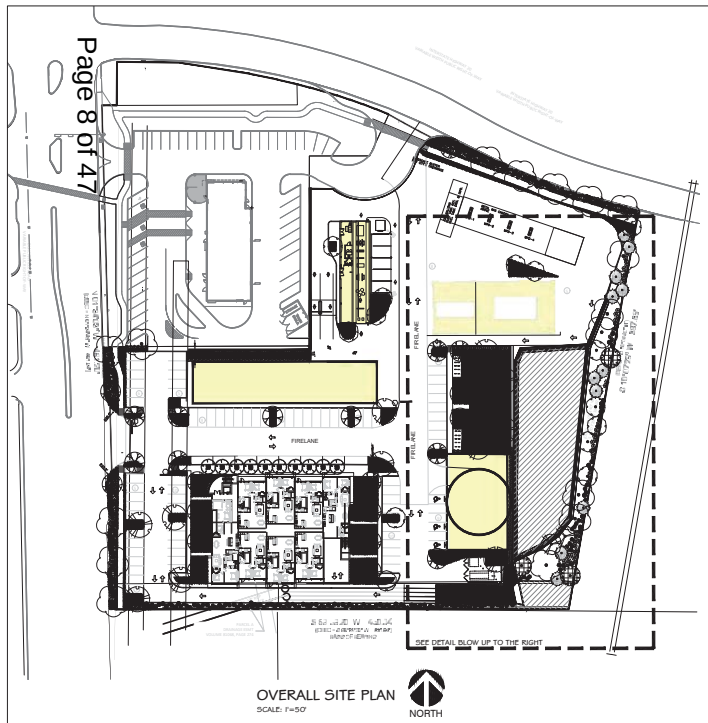
No.	Revision/Issue	Date
1	removed ped. bridge	2021.11.30

Designed By:
LVABLE EARTH SOLUTIONS
2498 RADCLIFFE CT.
DACULA, GEORGIA 30019
281-974-0881
LIVABLEEARTHSOLUTIONS@GMAIL.COM

REGISTERED LANDSCAPE ARCHITECT DANYEL L. MCCRARY 2437 STATE OF TEXAS

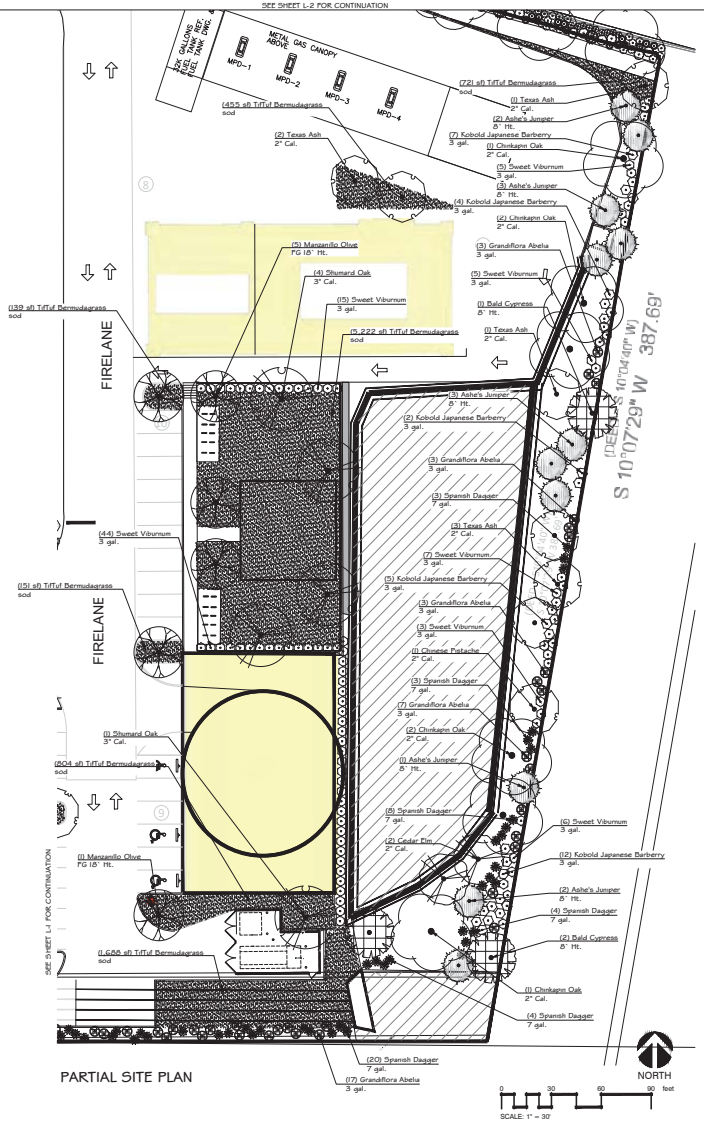
Project/Client:
YVETTE KENT
NEW DEVELOPMENT
822 DUNCANVILLE RD.
CITY OF DUNCANVILLE, TEXAS

Project	Sheet
DUNCANVILLE	PARTIAL PLANTING PLAN SHEET 2 OF 3
Date: 2021/11/06	L-2
Scale: AS SHOWN	



OVERALL SITE PLAN
SCALE: 1"=50'

NORTH



PARTIAL SITE PLAN

NORTH

SCALE: 1" = 30'

General Notes

No.	Revision/Issue	Date
1	removed ped. bridge	2021.11.30

Designed By:
LVABLE EARTH SOLUTIONS
2498 RADCLIFFE CT.
DACULA, GEORGIA 30019
281-974-0881
LIVABLEEARTHSOLUTIONS@GMAIL.COM

REGISTERED LANDSCAPE ARCHITECT DANIEL L. MCKINNEY 2437 STATE OF TEXAS

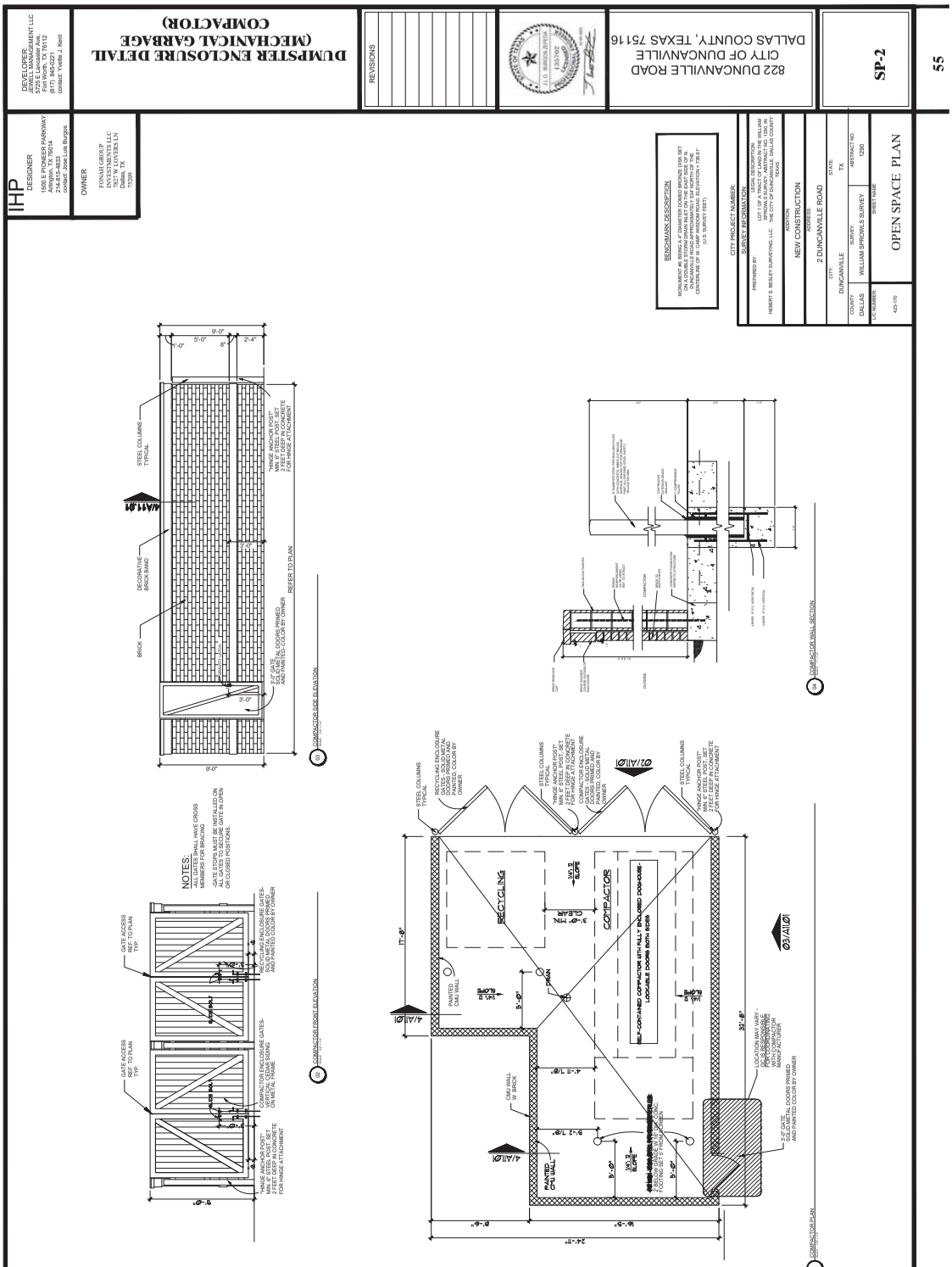
Project/Client:
YVETTE KENT

NEW DEVELOPMENT

822 DUNCANVILLE RD.
CITY OF DUNCANVILLE, TEXAS

Project	Sheet
DUNCANVILLE	PARTIAL PLANTING PLAN SHEET 3 OF 3
Date: 2021/11/06	L-3
Scale: AS SHOWN	

53


DEVELOPER:
STEEL LAKE CAPITAL
1500 E PIONEER PARKWAY
Arlington, TX 76014
(817) 946-0221
contact: Vince Lent
DESIGNER
IHP
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-810-4833
contact: Jose Luis Burgos
OWNER
FONAIX GROUP
TEXAS HOLDINGS, LLC
7927 W LOVERS LN
Dallas, TX
75209
DUMPSTER ENCLOSURE DETAIL
(MECHANICAL GARBAGE
COMPACTOR)
REVISIONS
822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 751 16
SP-2
55
BENCHMARK DESCRIPTION:
MONUMENT: 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BEASLEY RPLS 4321" SET ON A DOUBLE STORM DRAIN INLET ON THE EAST SIDE OF N CLARK RD. APPROX. 0.5 MILES NORTH OF THE INTERSECTION OF CENTERLINE OF W. CAMP WISDOM ROAD. ELEVATION = 706.67' (U.S. SURVEY FEET)
CITY PROJECT NUMBER:
SURVEY INFORMATION:
PREPARED BY: HERBERT S. BEASLEY SURVEYING, LLC.
LEGAL DESCRIPTION: LOT 1 OF A SURVEY PLAT FOR WILLIAM SPROWLS SURVEY, ABSTRACT NO. 1290, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
OWNER:
NEW CONSTRUCTION
ADDRESS:
2 DUNCANVILLE ROAD
CITY: DUNCANVILLE
STATE: TX
COUNTY: DALLAS
SURVEY: WILLIAM SPROWLS SURVEY
ABSTRACT NO.: 1290
SHEET NAME:
OPEN SPACE PLAN
CAD NUMBER: 423-170
NOTES:
ALL GATES SHALL HAVE CROSS BRACING FOR STRUCTURAL SUPPORT
GATE STOPS MUST BE INSTALLED ON ALL GATES TO SECURE GATE IN OPEN OR CLOSED POSITIONS.
COMPACTOR FRONT ELEVATION
COMPACTOR SIDE ELEVATION
COMPACTOR WALL SECTION
COMPACTOR PLAN
RECYCLING
COMPACTOR
SELF-CONTAINED COMPACTOR WITH FULLY ENCLOSED DOGHOUSE LOCKABLE DOORS BOTH SIDES
PLOTTED BY: JOSE LUIS BURGOS
PLOT DATE: 10/29/2021 5:27 PM
LOCATION: C:\USERS\1214\DOCUMENTS\VECTTE PROJECTS\001 AUGUST SITE PLAN DUNCANVILLE\MASTER SITE PLAN LATEST AND GREATEST -REVISED - FLOOR PLAN.DWG
LAST SAVED: 10/29/2021 5:19 PM

DEVELOPER
JPI DEVELOPMENT MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 457-5757
contact: Yvette J. Kent

AERIAL VIEW

REVISIONS

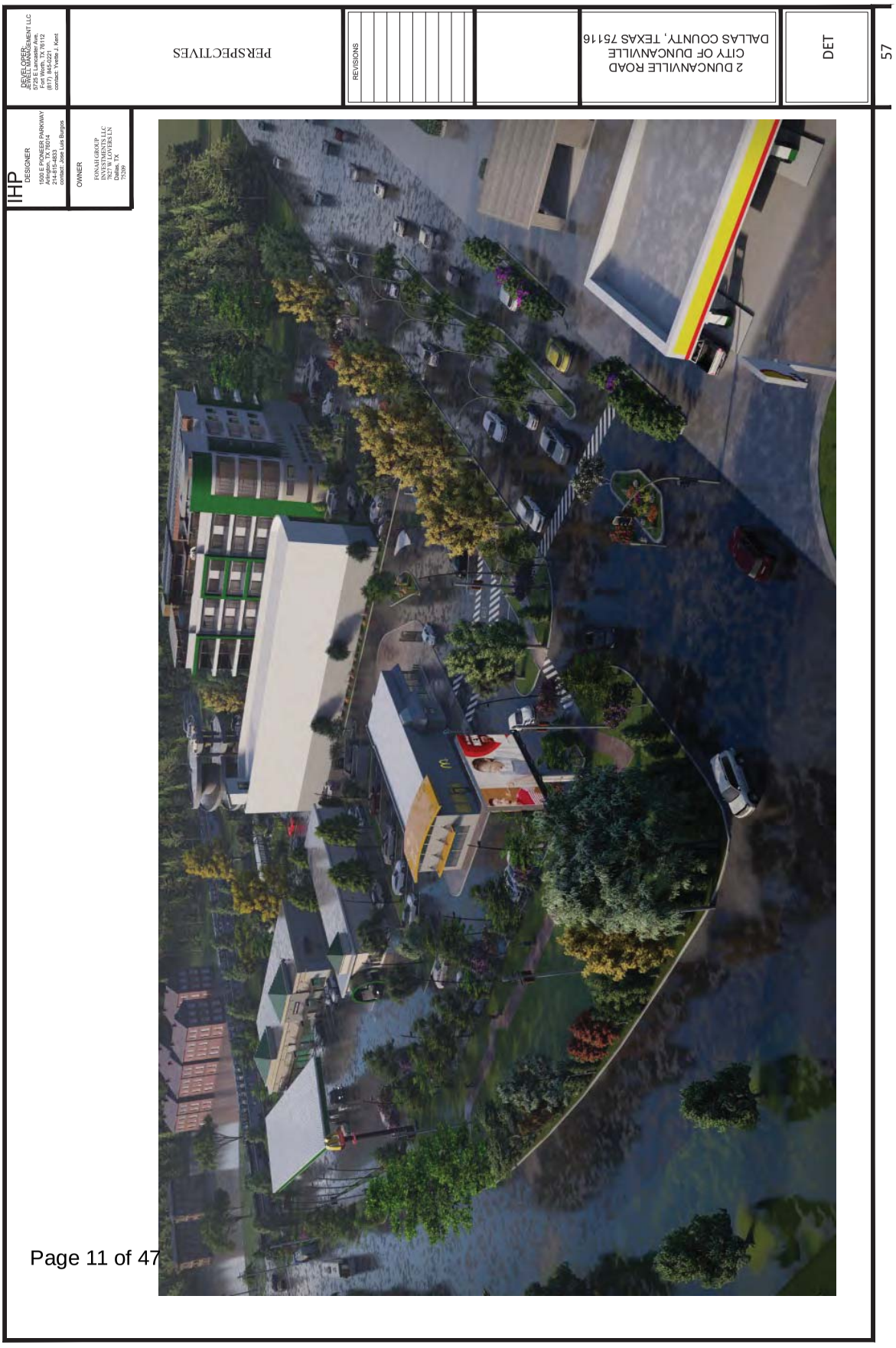
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

9

IHP
DESIGNER
1600 E PIONEER PARKWAY
ARLINGTON, TX 76010
214-810-4833
contact: Jose Luis Barrios

OWNER
FONAH GROUP
INVESTMENTS TX LLC
7617 W LOVERS LN
Dallas, TX
75209


DEVELOPER
JPI DEVELOPMENT MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 900-2701
contact: Yvette J. Kent
PERSPECTIVES
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
57
IHP
DESIGNER
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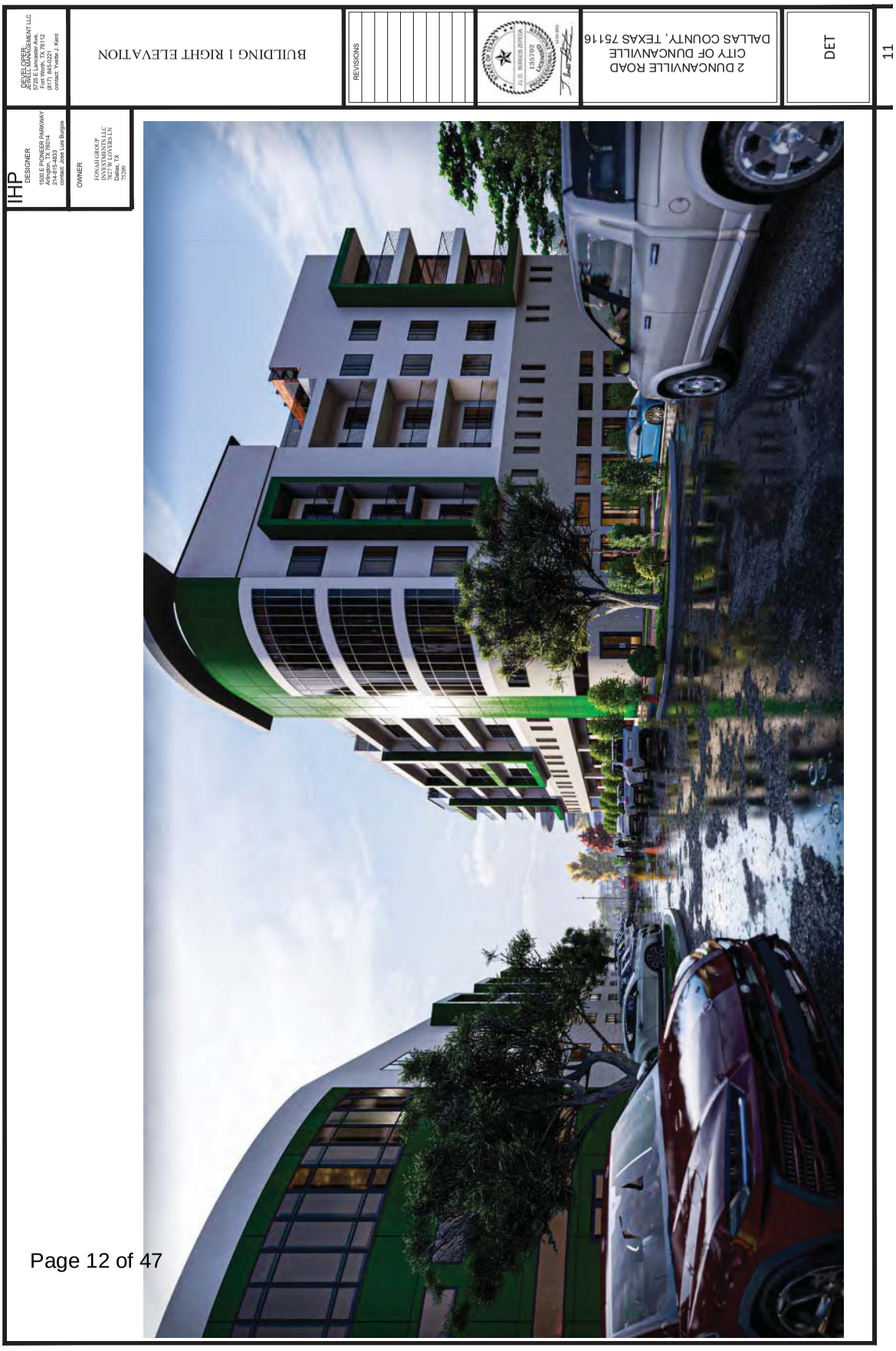
Arlington, TX 76010
214-819-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
DUNCANVILLE TX, LLC
7617 W LOVERS LN
Dallas, TX
75209


DEVELOPER
JDC DEVELOPMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 900-4529
contact: Yvette J. Kent
BUILDING 1 RIGHT ELEVATION
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
11
IHP
DESIGNER
1600 E PIONEER PARKWAY
ARLINGTON, TX 76010
214-819-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

BUILDING 1 SE VIEW

REVISIONS

STATE OF TEXAS
JLO. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-02-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

12

DEVELOPER
JPI DEVELOPMENT MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 457-5757
contact: Yvette J. Kent
BUILDING 1 SE CORNER
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
14
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-819-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209

DEVELOPER
JDFW DUNCANVILLE DEVELOPMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 900-2701
contact: Yvette J. Kent

BUILDING 1 FRONT ELEVATION

REVISIONS

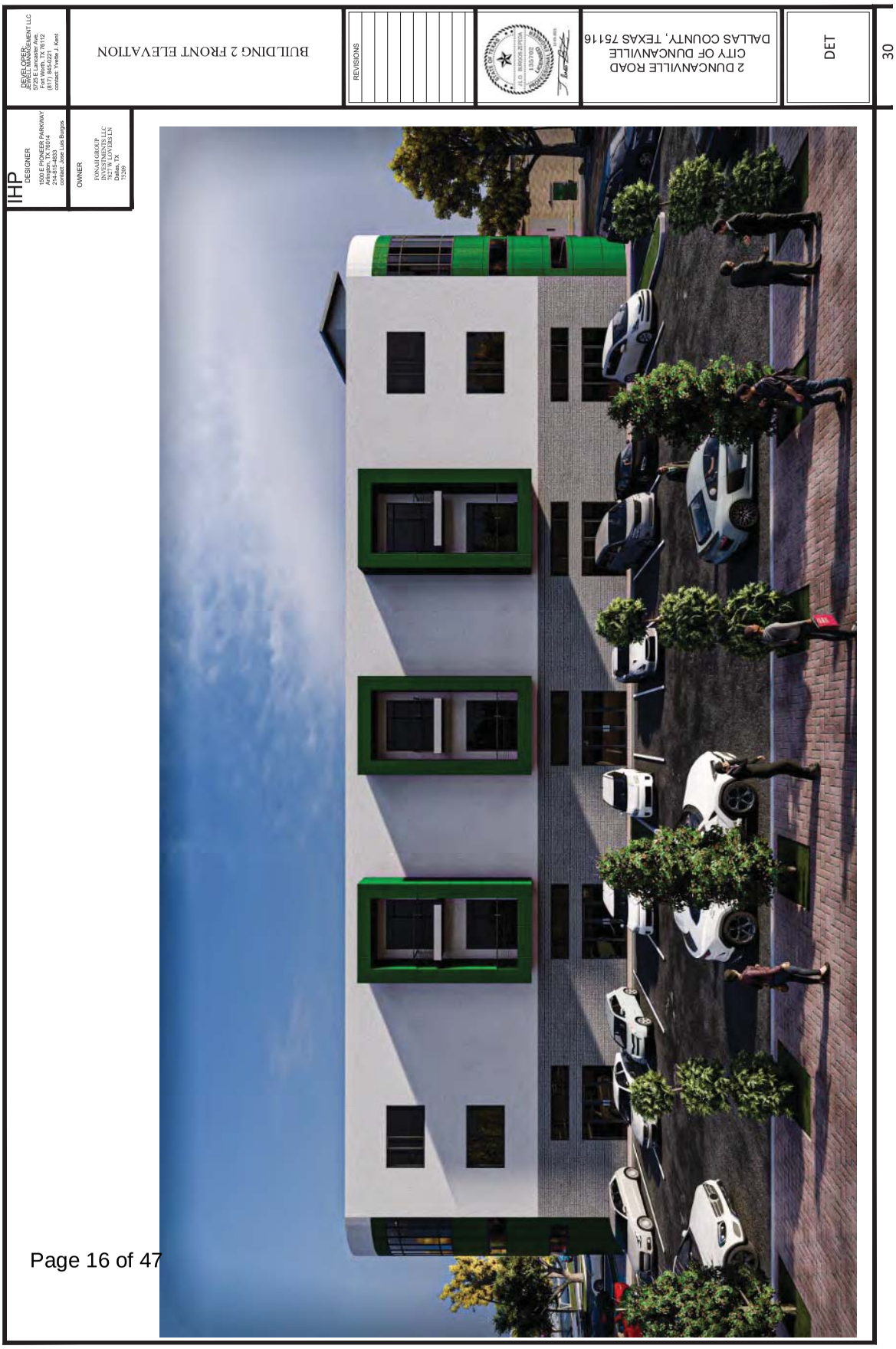
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

10

IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-819-4833
contact: Jose Luis Barrios

OWNER
FONAJI GROUP
INVESTMENTS TX, LLC
7617 W LOVERS LN
Dallas, TX
75209


DEVELOPER
JPI DEVELOPMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 640-2751
contact: Yvette J. Kent
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-810-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209
BUILDING 2 FRONT ELEVATION
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
30

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

BUILDING 2 LEFT ELEVATION

REVISIONS

STATE OF TEXAS
JLO. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL
12-05-2025

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

32

Page 17 of 47

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

BUILDING 2 REAR ELEVATION

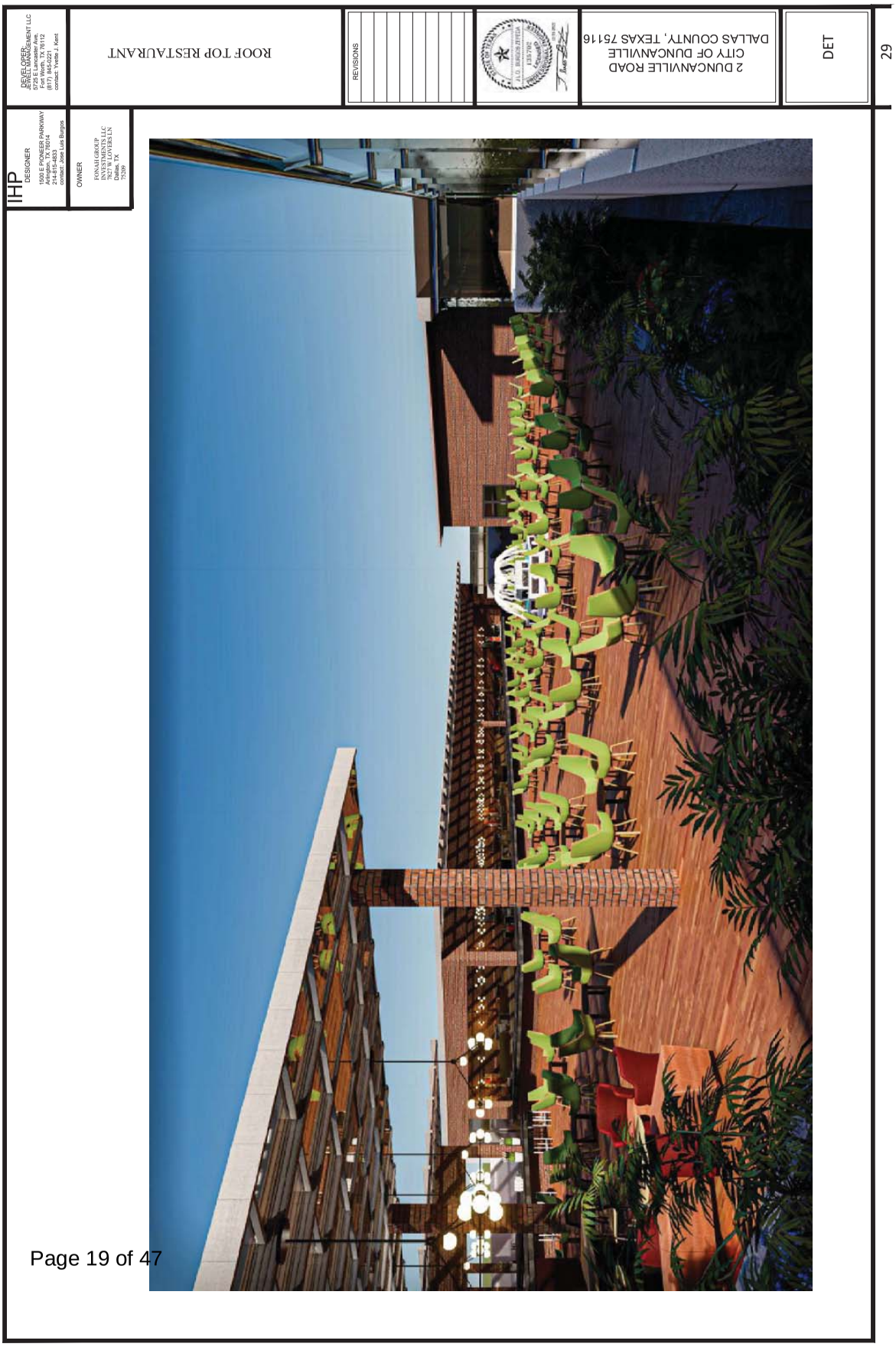
REVISIONS

STATE OF TEXAS
JLO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

31


DEVELOPER
JPI DEVELOPMENT MANAGEMENT, LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 900-2500
contact: Yvette J. Kent
ROOF TOP RESTAURANT
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
29
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-810-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos
OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209
DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent
PERSPECTIVES
REVISIONS
STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
37

DEVELOPER
DUNCANVILLE DEVELOPMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 900-2701
contact: Yvette J. Kent
PERSPECTIVES
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
38
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-819-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209
TURBO

DEVELOPER
JPI DEVELOPMENT MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 640-2121
contact: Yvette J. Kent
MERCANTILE STORE WITH GAS
REVISIONS
J.I.O. BURGOS ZETEA
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
41
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-810-4833
contact: Jose Luis Burgos
OWNER
FONAH GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209
P
BUSINESS SIGN

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

MERCANTILE STORE WITH GAS

REVISIONS

STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

42

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PARKADE STRUCTURE

REVISIONS

STATE OF TEXAS
JLO. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

43

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos
OWNER
FONAH GROUP
INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209
DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent
PERSPECTIVES
REVISIONS
STATE OF TEXAS
J.L.O. BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-03-2021
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
40

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERELT MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 945-0221
contact: Yvette J. Kent

PARKADE STRUCTURE

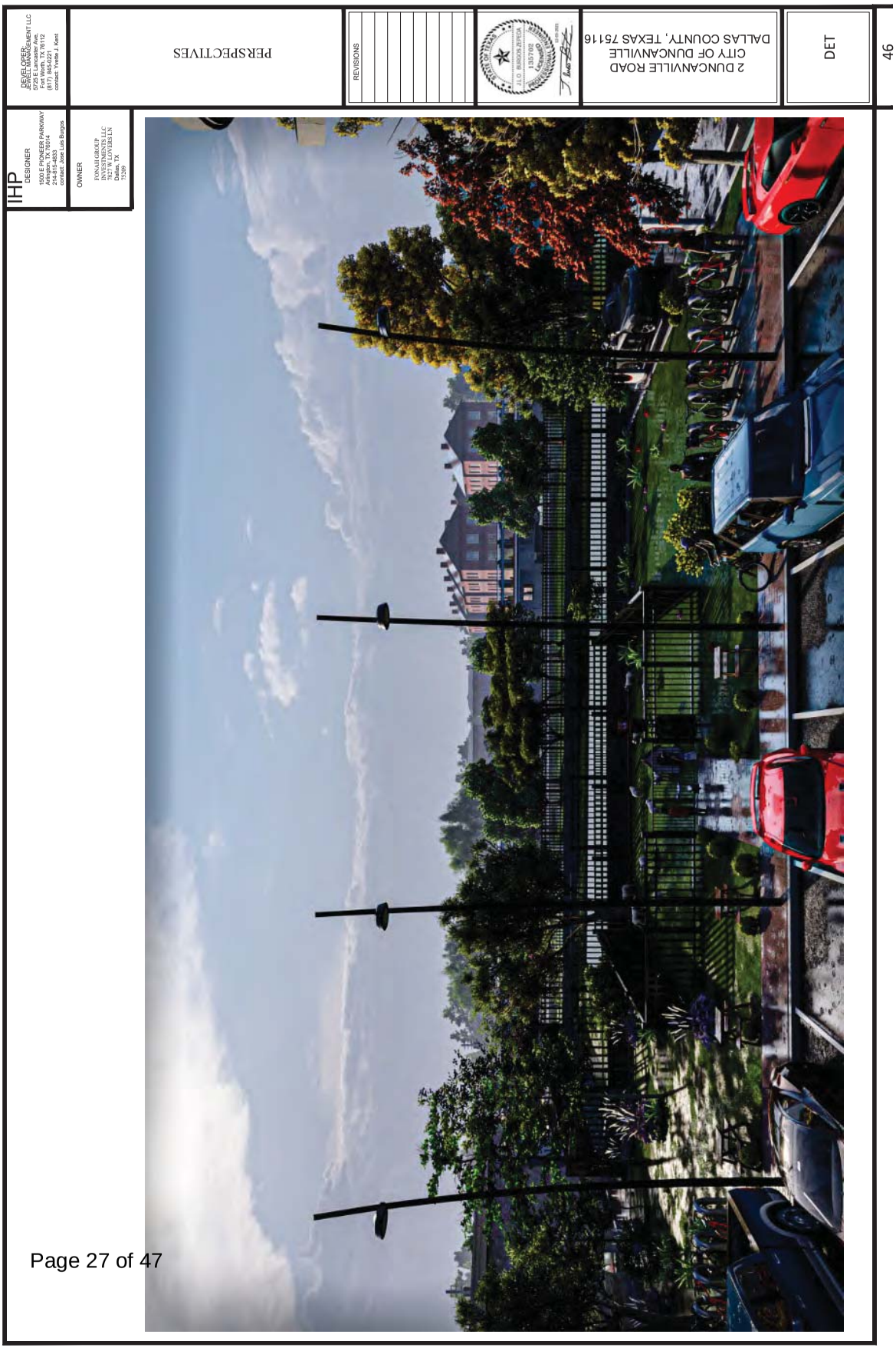
REVISIONS

JLO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

44


DEVELOPER
JPI DEVELOPMENT MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 640-2121
contact: Yvette J. Kent
PERSPECTIVES
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
46
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, Texas
214-819-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos
OWNER
FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209
DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent
PERSPECTIVES
REVISIONS
STATE OF TEXAS
JLO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-09-2021
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
47

DEVELOPER
DUNCANVILLE DEVELOPMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 900-4253
contact: Yvette J. Kent
PERSPECTIVES
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
48
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-819-4833
contact: Jose Luis Barrios
OWNER
FONAH GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209

IHP

DESIGNER

1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER

FONAH GROUP INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERSEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

PERSPECTIVES

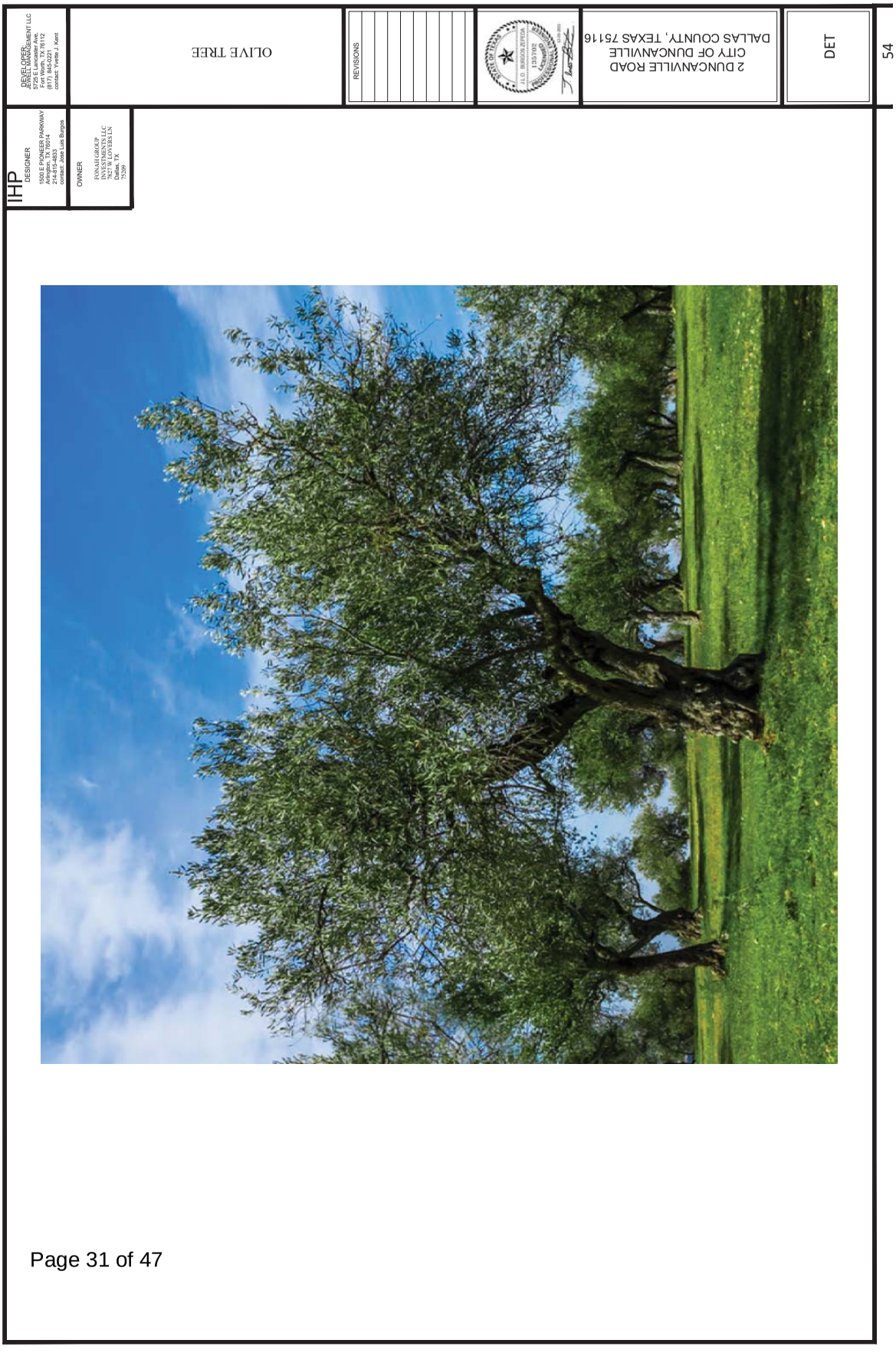
REVISIONS

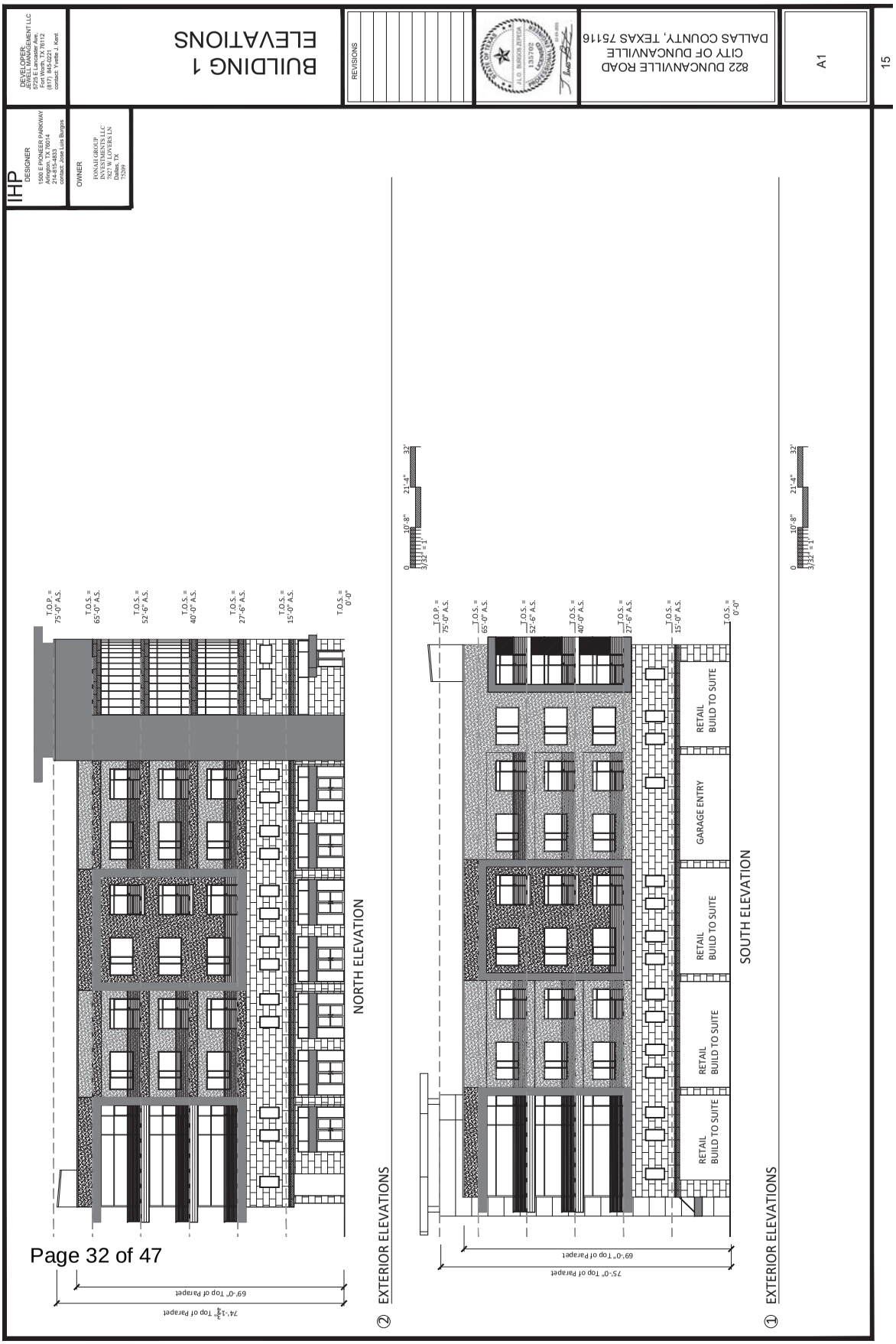
STATE OF TEXAS
JULIO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER
12-01-2021

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

DET

49


DEVELOPER
5720 E Lancaster Ave.
Fort Worth, TX 76112
817-900-2521
contact: Yvette J. Kent
OLIVE TREE
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
DET
54
IHP
DESIGNER
1600 E PIONEER PARKWAY
ARLINGTON, TX 76010
214-810-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209


DEVELOPER
IHP DEVELOPMENT, LLC
5728 E Lancaster Ave
Fort Worth, TX 76112
(817) 457-4525
contact: Yvette J. Kent
IHP
DESIGNER
1060 E PIONEER PARKWAY
ARLINGTON, TX 76011
214-815-4853
contact: José Luis Burgos
OWNER
FONAH GROUP
INVESTMENTS, LLC
7827 W LOVERS LN
Dallas, TX
75209
BUILDING 1
ELEVATIONS
REVISIONS
822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A1
15
T.O.P. = 75'-0" A.S.
T.O.S. = 65'-0" A.S.
T.O.S. = 52'-6" A.S.
T.O.S. = 40'-0" A.S.
T.O.S. = 27'-6" A.S.
T.O.S. = 15'-0" A.S.
T.O.S. = 0'-0"
74'-1 1/2" Top of Parapet
69'-0" Top of Parapet
NORTH ELEVATION
② EXTERIOR ELEVATIONS
RETAIL BUILD TO SUITE
RETAIL BUILD TO SUITE
RETAIL BUILD TO SUITE
GARAGE ENTRY
RETAIL BUILD TO SUITE
75'-0" Top of Parapet
69'-0" Top of Parapet
SOUTH ELEVATION
① EXTERIOR ELEVATIONS
0 10'-8" 21'-4" 32'
3/32" = 1'

WEST ELEVATION - DUNCANVILLE ROAD

② EXTERIOR ELEVATIONS

EAST ELEVATION

① EXTERIOR ELEVATIONS

0 10'-8" 21'-4" 32'
3/32" = 1'

0 10'-8" 21'-4" 32'
3/32" = 1'

IHP

DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERRELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

OLIVE GROVE
MAIN-5 STORY MIXED USE
ELEVATIONS

REVISIONS

822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A2

16

DEVELOPER
DESIGNER
IHP
1000 E PIONEER PARKWAY
Arlington, TX 76011
214-815-4853
contact: Jose Luis Burgos
OWNER
FONAH GROUP
ROSEMONT HOLDINGS LLC
7827 W LOVERS LN
Dallas, TX
75209
BUILDING 2 ELEVATIONS
REVISIONS
822 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
B001
32
T.O.S. = 40'-0" A.S.
T.O.S. = 27'-6" A.S.
T.O.S. = 15'-0" A.S.
T.O.S. = 0'-0"
42'-8 11/16" Top of Parapet
SOUTHELEVATION
EXTERIOR ELEVATIONS
NORTH ELEVATION
EXTERIOR ELEVATIONS

2ND FLOOR OLIVE GROVE CARPORT--Designated Apts. & Condos

Designated Underground Parking
Valet Restaurant only
Office Management Parking

PARKING SUMMARY

1 ADA SPACE
4 MANAGEMENT
47 SPACES

TOTAL 52 SPACES

② SECOND FLOOR PLAN: Parking garage

0 10.6' 21.3' 32'
3/32" = 1'

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP
INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JERWELL MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

UNDERGROUNG GARAGE

REVISIONS

JLG BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A2

17

2ND FLOOR OLIVE GROVE CARPORT--Designated Apts. & Condos

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

DEVELOPER:
JERVEY MANAGEMENT LLC
5725 E Lancaster Ave,
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

OWNER
FONAH GROUP
INVESTMENTS LLC
7627 W LOVERS LN
Dallas, TX
75209

Designated Condo Parking

PARKING SUMMARY

1 ADA SPACE

17 SPACES

TOTAL 18 PARKINGS

② SECOND FLOOR PLAN: Parking garage

0 10.6' 21.3' 32'
3/32" = 1

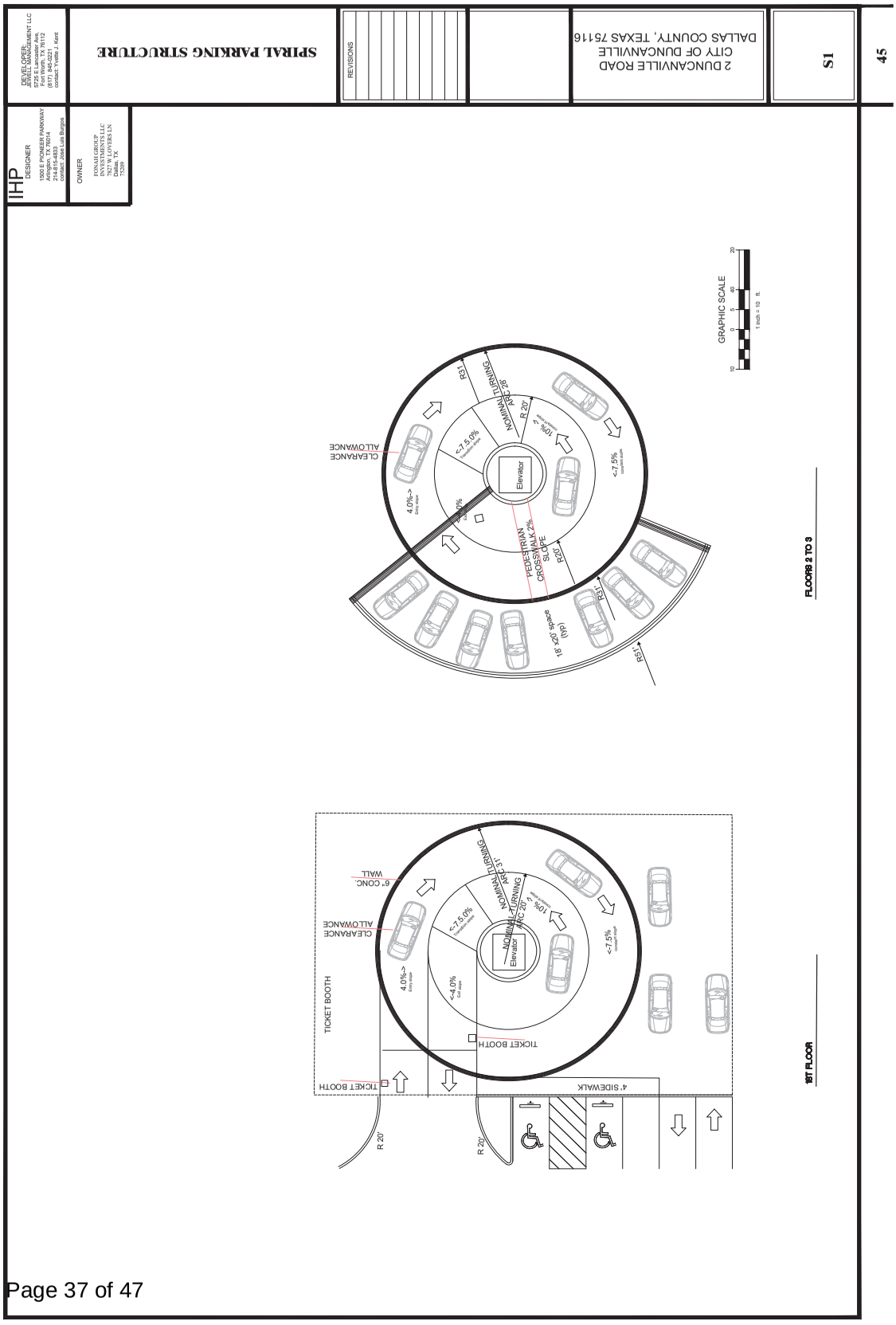
2ND FLOOR PLAN

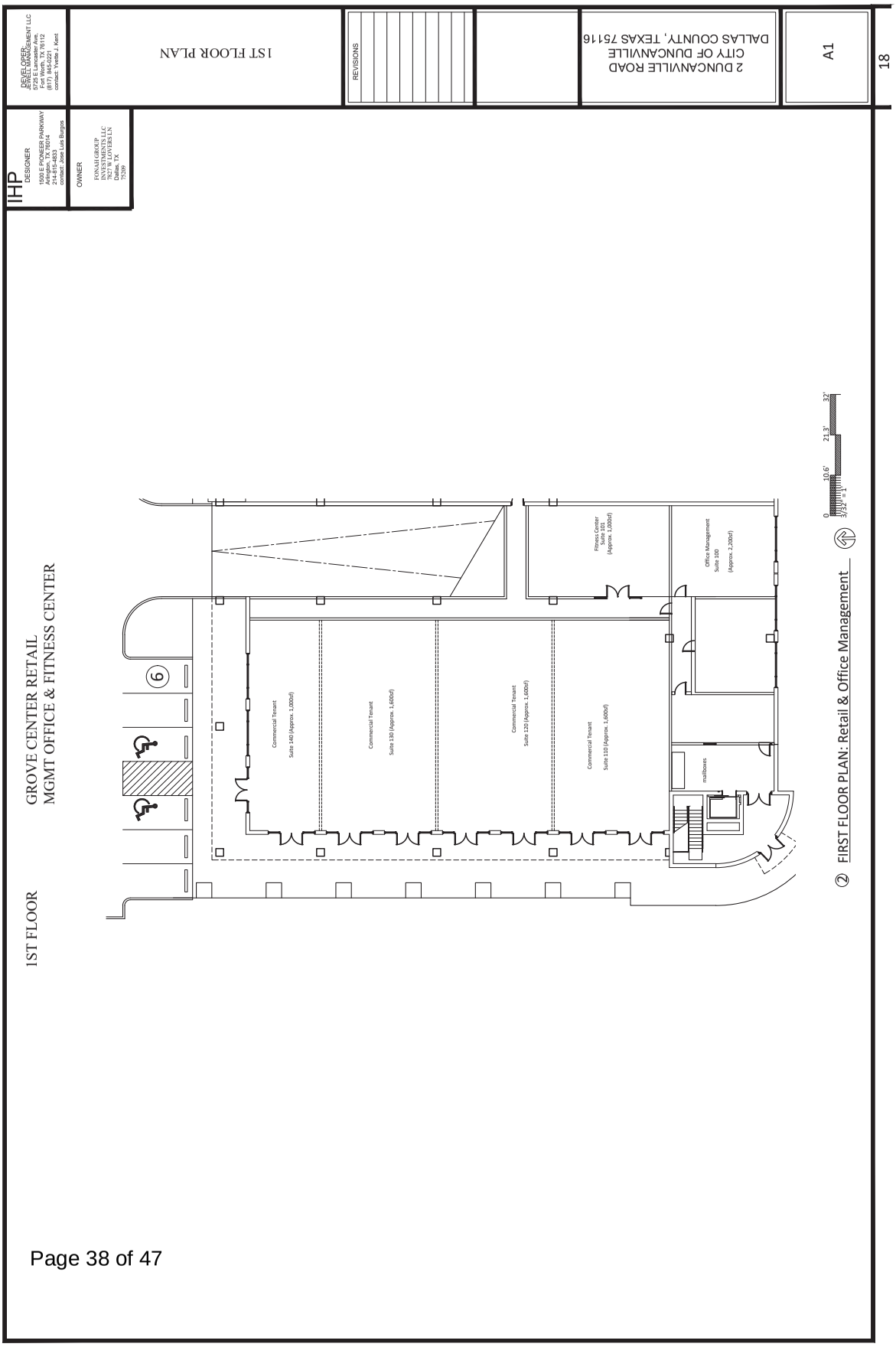
REVISIONS

STATE OF TEXAS
JLO BURGOS ZEPEDA
135702
LICENSED
PROFESSIONAL ENGINEER

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A2


DEVELOPER
JEWEL MANAGEMENT LLC
SPIRAL PARKING STRUCTURE
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
S1
45
IHP
DESIGNER
OWNER
GRAPHIC SCALE
FLOORS 2 TO 9
1ST FLOOR
Elevator
TICKET BOOTH
4' SIDEWALK
CLEARANCE
ALLOWANCE
PEDESTRIAN CROSSWALK 2%
SLOPE
18' 20' spaces (typ)
R31'
R20'
R 20'
MINIMUM TURNING RADIUS 31'
MINIMUM TURNING RADIUS 38'
6" CONC. WALL
10% max
<7.5%
4.0%->
<4.0%


DEVELOPER
JOHNSON DEVELOPMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 457-5353
contact: Yvette J. Kent
1ST FLOOR PLAN
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A1
18
IHP
DESIGNER
1600 E PIONEER PARKWAY
ARLINGTON, TX 76010
214-810-4833
contact: Jose Luis Barrios
OWNER
FONAJI GROUP
INVESTMENTS, LLC
7617 W LOVERS LN
Dallas, TX
75209
GROVE CENTER RETAIL
MGMT OFFICE & FITNESS CENTER
1ST FLOOR
Commercial Tenant
Suite 140 (Approx. 1,000sf)
Commercial Tenant
Suite 130 (Approx. 1,600sf)
Commercial Tenant
Suite 120 (Approx. 1,600sf)
Commercial Tenant
Suite 110 (Approx. 1,600sf)
Fitness Center
Suite 101
(Approx. 1,000sf)
Office Management
Suite 100
(Approx. 2,200sf)
mailboxes
9
0
3/32" = 1'
10.6'
21.3'
32'
② FIRST FLOOR PLAN: Retail & Office Management

3rd FLOOR THE VINEYARD APTS & CONDOS

TOTAL 8 UNITS

2-BEDROOMS 2-BATHROOMS

7 UNITS 1200 SQ FT
1 UNIT 1500 SQ FT

③ THIRD FLOOR PLAN: Appartments

0 10.6' 21.3' 32'
3/32" = 1

IHP
DESIGNER
1500 E PIONEER PARKWAY
Arlington, TX 76014
214-815-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP INVESTMENTS LLC
7827 W LOVERS LN
Dallas, TX
75209

DEVELOPER:
JEWELL MANAGEMENT LLC
5725 E Lancaster Ave.
Fort Worth, TX 76112
(817) 845-0221
contact: Yvette J. Kent

3RD FLOOR PLAN

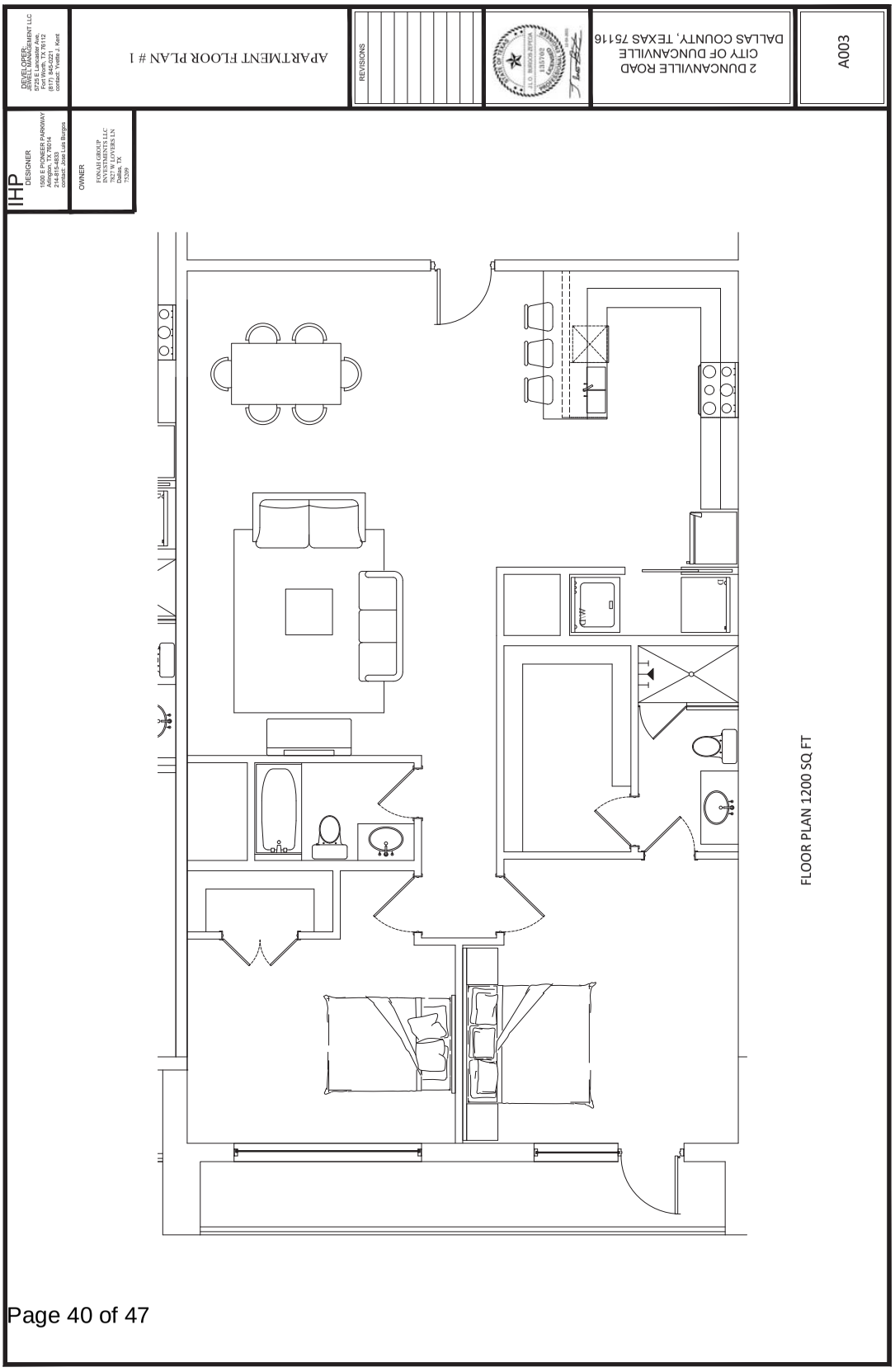
REVISIONS

STATE OF TEXAS
J.L.O BURGOS ZEPEDA
135702
LICENSED
ARCHITECT

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A03

20


DEVELOPER
IHP
DESIGNER
OWNER
APARTMENT FLOOR PLAN # 1
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A003
21
FLOOR PLAN 1200 SQ. FT

DEVELOPER
IHP REAL ESTATE MANAGEMENT LLC
5725 E.Lancaster Ave.
Fort Worth, TX 76112
(817) 840-2272
contact: Yvette J. Kent

IHP
DESIGNER
1900 E PIONEER PARKWAY
Arlington, TX 76010
214-818-4683
contact: Jesus Luis Burgos

OWNER
FONAR GROUP
INVESTMENTS LLC
3232 MCKINNEY LN
Dallas, TX
75289

3RD FLOOR PLAN

REVISIONS

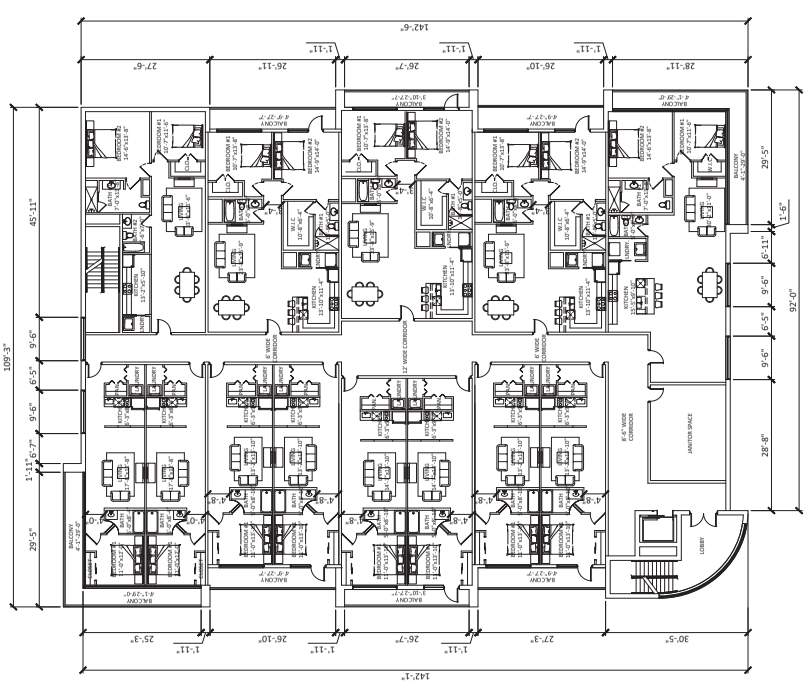
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

A04

22

THE VINEYARD APTS & CONDOS

4th FLOOR



FOURTH FLOOR PLAN: Appartments

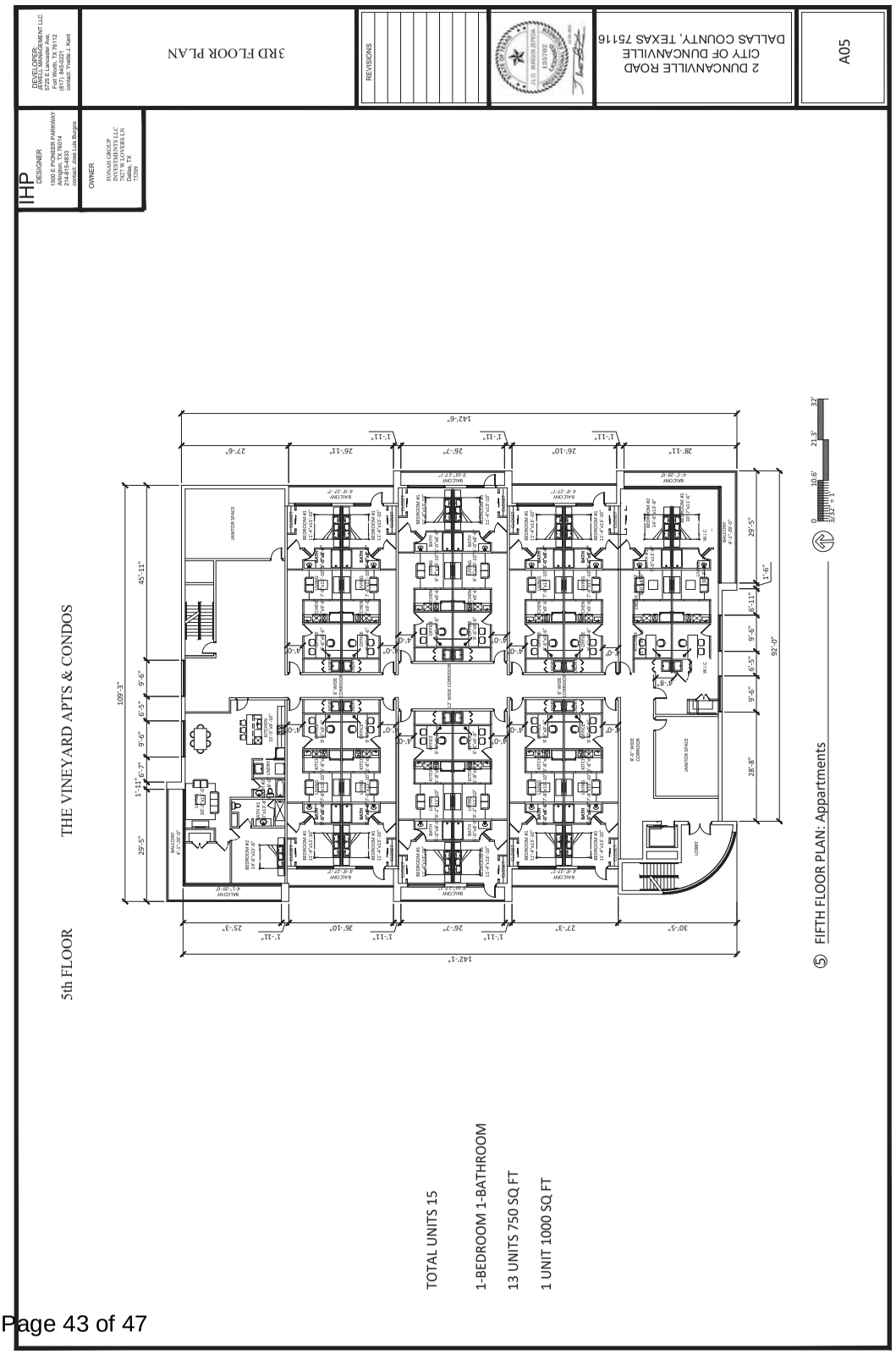
TOTAL 14 UNITS

8 UNITS 1-BEDROOM 1-BATHROOM
750 SQ.FT

5 UNITS 2-BEDROOMS 2-BATHROOMS
1200 SQ.FT

1 UNIT 2-BEDROOMS 2-BATHROOMS
1500 SQ.FT

FLOOR PLAN: 750 SQ. FT.


DEVELOPER
JERRELL MANAGEMENT LLC
2500 E. Lancaster Ave.
Fort Worth, TX 76102
(817) 840-0321
contact: Kristi J. Kent
3RD FLOOR PLAN
REVISIONS
2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116
A05
IHP
DESIGNER
1600 E PIONEER PARKWAY
Arlington, TX 76010
214-815-4833
contact: Jose Luis Burgos
OWNER
FONAS I GROUP
INVESTMENTS, LLC
762 W LOVERS LN
Dallas, TX
75209
5th FLOOR
THE VINEYARD APTS & CONDOS
TOTAL UNITS 15
1-BEDROOM 1-BATHROOM
13 UNITS 750 SQ.FT
1 UNIT 1000 SQ.FT
⑤ FIFTH FLOOR PLAN: Appartments
142'-6"
92'-0"
109'-3"
45'-11"
29'-5"
1'-11"
6'-7"
9'-6"
6'-5"
9'-6"
1'-6"
6'-11"
9'-6"
6'-5"
9'-6"
28'-8"
0
3/32" = 1'
10.6'
21.3'
32'

FLOOR PLAN: 750 SQ. FT.

25

DEVELOPER
JDFW MANAGEMENT LLC
5720 E Lancaster Ave.
Fort Worth, TX 76112
(817) 457-5721
contact: Yvette J. Kent

6TH FLOOR PLAN
ROOF TOP RESTAURANT

REVISIONS

2 DUNCANVILLE ROAD
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS 75116

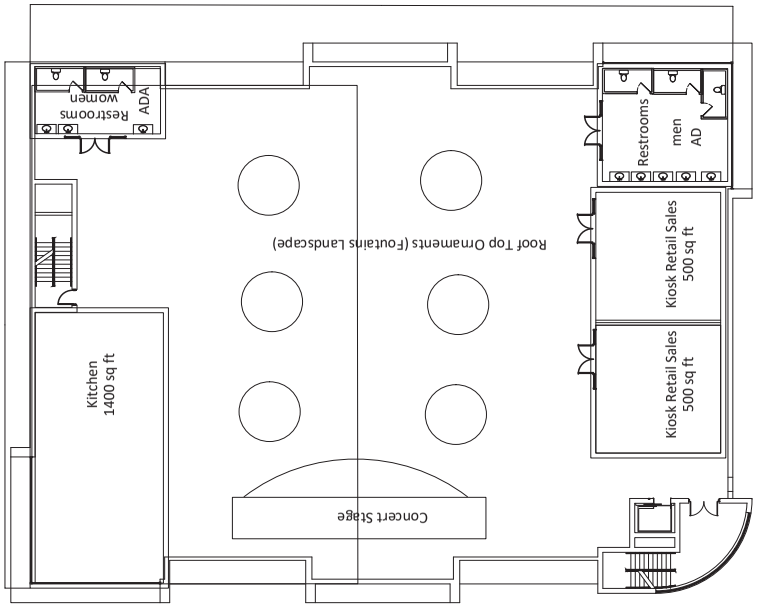
A6

26

IHP
DESIGNER
1900 E PIONEER PARKWAY
ARLINGTON, TX 76010
214-819-4833
contact: Jose Luis Burgos

OWNER
FONAH GROUP
INVESTMENTS, LLC
7827 W LOVERS LN
Dallas, TX
75209

ROOFTOP RESTAURANT & RETAIL SPACES 1/2/3



0 16' 32' 48'
1/16" = 1'

② ROOF TOP FLOOR PLAN: Restaurant

Grove of Duncanville Planned Development

Development Standards

1.0 Purpose

The purpose of this PD is to create an enhanced mixed-use development with amenities provided for both residents and patrons to the various retail, restaurant, and office businesses.

2.0 General Regulations

1. All not redefined by this amendment shall default to the Duncanville Code of Ordinances as set forth at the time of adoption, and as amended.
2. A property owners association shall be established and shall be responsible for the maintenance of all commercial and residential shared-access elements such as parking stalls, fire lane/maneuvering isles, security gates, dumpsters, open space/amenity areas, etc.
3. The car wash and fuel pump developments shall not begin vertical construction until after the mixed-use structure (Building "A") begins vertical construction.
4. Installation of electrical infrastructure for electric vehicle charging stations is required and shall follow the spirit and intent of the associated development plan exhibits.
5. Future architectural elevation plans are subject to the review/approval of the City Planner.

3.0 The permitted uses and standards shall be in accordance with the Downtown Duncanville/General Main Street Zoning District standards and regulations, unless otherwise specified herein:

a) **Uses.** The following uses shall be permitted and shall be developed according to the adopted conceptual plans:

   a. Fuel Pumps (accessory use)
   b. Car Wash

b) **Site Design.** The following amended site design regulations shall apply:

   a. Build-to-Zone – the proposed development shall be waived from the associated build-to-zone standards and shall be developed according to the associated development plans. Potential modifications to future plans shall be subject to review by the City Planner*.
   b. Multi-level Parking Structure – the multi-level parking structure must be designed to maintain a safe condition for the maneuverability of pedestrians and motorists.

c) **Building Design.** The following amended building design regulations shall apply:

   a. Primary Entrances – primary entrances are waived from the requirement that they be oriented along the Major Rodway façade.
   b. Doors and Windows – areas that may not conform to the standard of having 25% to 40% of the ground floor being composed of windows and/or doors are subject to review by the City Planner*.
   c. Permitted Finishes for Commercial or Mixed-Use Buildings – proposed structures within this PD district shall generally be developed according to the spirit and intent of the District represented in the associated development plans. Potential modifications to future plans shall be subject to review by the City Planner*.

d) **Permitted Sign Types.** Unique, alternative signage that maintains a safe condition for the public is encouraged. Proposed signs that do not comply with Chapter 16A (Sign Guidelines) of the Code of Ordinances or the Downtown Duncanville District will be subject to review and approval of the City Planner*.

e) **Landscaping & Screening.** Proposed landscaping shall generally follow the associated development plans. Species of olive trees suited for this region shall be utilized as part of the required tree plantings. Future plans shall be subject to review by the City Planner*.

   Screening shall conform to Section 4.07 of the Zoning Ordinance.

*If the City Planner determines that a proposed modification or alternative design does not follow the spirit and intent of the Planned Development District and associated development plans, consideration and approval of the proposed modification or alternative design shall be required by City Council.

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Conduct a Public Hearing (2022-01) for consideration and action regarding the request of Alma Cartwright, applicant and owner, to include a Planned Development/Neighborhood Office/Retail District on Amg Merrill, Abstract 884, Page 106, Tr 15, more commonly known as 400 East Center Street.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Low Density Residential. The Plan states that low density residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre.

The Plan goes on to list the following policies to guide low density areas:

- They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the City.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

This request does not appear to be in conformance with the Comprehensive Plan as the proposed plan is to continue the property as nonresidential. However, the subject property has been a unique nonresidential property pocketed in a residential neighborhood for some time. Neighborhood-supporting nonresidential activities may be perceived as a benefit to the surrounding residential community.

Project Scope
The site is proposed to continue to be used as nonresidential. Proposed site improvements include modified parking and landscaping areas as shown on the attached exhibit. The structure is planned to

be modified aesthetically to support multiple tenants, but not to be expanded nor reduced in overall square footage.

Parking
The requirement for parking is difficult to establish at this time as the proposed tenants are not yet known. The structure is 4,200 square feet in size. Utilizing the most restrictive parking ratio of one (1) parking space per every 200 square feet of floor area for the entire structure would require 21 parking spaces to be provided.

A Planned Development District allows for the ability to propose alternative conditions. The applicant is requesting to allow for 8 spaces to be provided. After working with the City's engineering team, it was determined that trying to squeeze the property to allow for more parking than what is shown on the conceptual site plan exhibit in order to get closer to 21 spaces may create an unsafe condition for both motorists and pedestrians in the immediate area.

To note, if the subject request is approved, a Right-of-Way License Agreement will follow at a future meeting for consideration and approval by City Council.

Landscaping and Screening
The landscaped area is proposed to be expanded per the attached exhibit and the applicant is not proposing to add additional screening to the site.

Please note, with a change to a more intense use at the subject location, Section 4.07 (Screening and Buffering Requirements) states that the site conform to the relative standards. In this case, a Type B buffer would be required which requires a buffer depth of 15 feet along shared lot lines with residential uses and zoning along with a six (6) foot masonry wall or solid vegetative screen. This request will require a condition varying from this standard.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use
Adjacent to the north is existing residential development zoned SF-7 Single-Family Residential District. To the south, across Freeman Street, are Hardin Intermediate School and J Herman Reed Middle School, zoned SF-13 Single-Family Residential District. To the east and west is existing residential development zoned SF-7 Single-Family Residential District.

POLICY EXPLANATION:
As of this writing, no responses have been received regarding this request. Letters will be received until Tuesday, February 1, 2022 to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

Recommendation

At the January 10, 2022 Planning & Zoning Commission Meeting, the Commission recommended approval by unanimous vote of the proposed conditions associated with the Planned Development request.

ATTACHMENTS:

Attachment 1 - Legal Advertisement
Attachment 2 - Site Maps
Attachment 3 - Unapproved Minutes
Attachment 4 - Plan Exhibits
Attachment 5 - Letters to Owners within 200 Feet
Attachment 6 - List of Owners within 200 Feet
Attachment 7 - Ordinance No. - 2425 - PD - 400 E Center

ATTACHMENT 1

Advertise 1 time - By December 29

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-01

A public hearing will be held before the Planning & Zoning Commission on Monday, January 10, 2022 at 7:00 p.m., and before City Council on Tuesday, February 1, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Planned Development/Neighborhood Office/Retail District, on AMG Merrill Abstract 884, Page 106, Tr 15, more commonly known as 400 E Center St, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

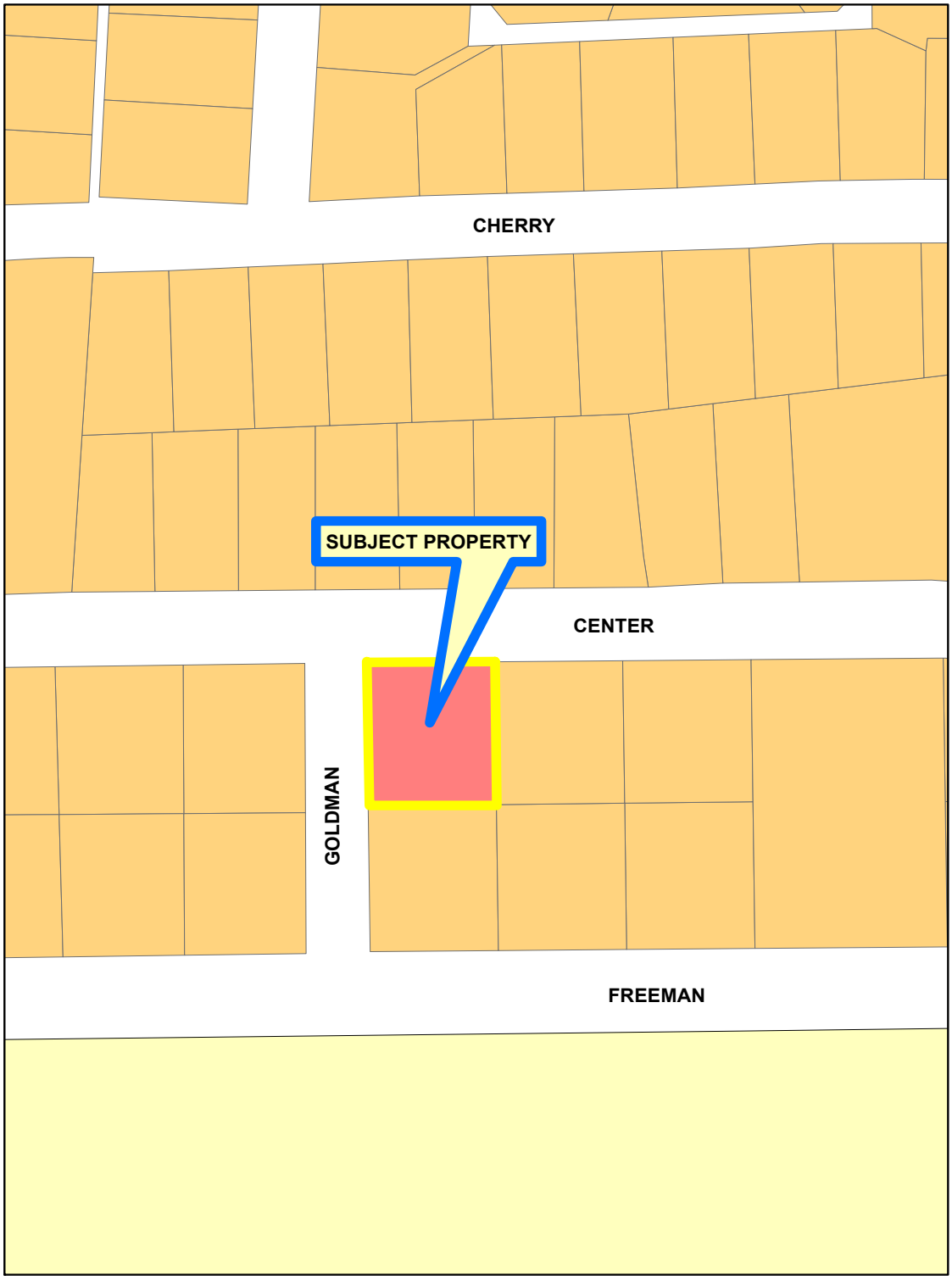
Skye Thibodeaux,
City Planner

ATTACHMENT 2

Duncanville
City of Champions

Proposed Planned Development
Aerial Location
400 E. Center St.

N
W
E
S



Duncanville
City of Champions

Proposed Planned Development
Case 2022-01
400 E. Center St.

N
W E
S

ATTACHMENT 3

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, JANUARY 10, 2022 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, January 10, 2022, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chairman
Elias Rodriguez	Vice-Chairman
Eric Pena	Commissioner
Jana McBroom	Commissioner
Tom Shine	Commissioner
Javar Avery	Commissioner
Edward Stith	Commissioner

Staff present:
Skye Thibodeaux, AICP, City Planner
Lynette Romero, Planning Technician

The meeting was called to order at 7:00 p.m. by Chairman Culbreath.

Item No. 1 – Receive Public Comments

No public comments were made.

Item No. 2 – Approval of meeting minutes for the regular meeting on November 8, 2021 and cancelled meetings on November 22, 2021, December 13, 2021, and December 27, 2021.

Commissioner McBroom made a motion as seconded by Commissioner Pena to approve the minutes. The vote was unanimous 7-0 in favor.

Item No. 3 – Consider a request for approval of a replat by Elliott Busby, applicant, representing Daniel Collins, owner, to replat Crestview, Block D, Lots 6 and 7, more commonly known as 1214 Crestlane Drive, Duncanville, Dallas County, Texas.

Commissioner Avery made a motion as seconded by Commissioner Pena to approve the replat. The vote was unanimous 7-0 in favor.

Item No. 4 – Conduct a public hearing (2022-03) for consideration and action regarding the request of Keith Rhynehart, applicant and owner, to include a Specific Use Permit "SUP" for a carport on Green Hills, 4th Inst, 3rd Sec, Block 7, Lot 26, more commonly known as 1326 Meadow Green, Duncanville, Dallas County, Texas.

Unapproved

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

Keith Rhynehart, applicant and owner, did not have anything to comment regarding his request.

Chairman Culbreath asked the public if anyone opposed the request. No one was in opposition.

With a motion by Commissioner Shine and a second by Commissioner McBroom, the public hearing was closed.

A motion was made by Commissioner Shine and a second motion by Vice-Chairman Rodriguez to approve the request for SUP as presented with no additional conditions. The vote was unanimous 7-0 in favor.

Item No. 5 – Conduct a public hearing (2022-01) for consideration and action regarding the request of Alma Cartwright, applicant an owner, to include a Planned Development "PD" for Planned Development/Neighborhood Office/Retail District on AMG Merrill, Abstract 884, Page 106, TR 15, more commonly known as 400 East Center Street, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed PD.

Monte Anderson, representing the owner, Alma Cartwright, spoke in favor of the request.

The Commission asked questions pertaining to proposed uses of the property and parking. Mr. Anderson fielded the Commissioner's questions.

Chairman Culbreath opened the floor for comments.

James Cartwright, son of Alma Cartwright, owner, spoke in favor of the proposed PD and gave a brief history of the existing building and property.

Commissioner Shine made a motion to close the public hearing with motion seconded by Commissioner Pena.

A motion was made by Vice-Chairman Rodriguez and a second motion by Commissioner Pena to approve the request for PD as presented with no additional conditions. The vote was unanimous 7-0 in favor of the request.

Item No. 6 – Conduct a public hearing (2021-23) for consideration and action regarding the request of Yvette Kent of Fonah Group Investments Inc., applicant, representing Odai Abdelgadar, owner, to include a Planned Development "PD" for a Planned Development/Downtown Duncanville District on Odai, Block 1, Lot 2, ACS 4.074, more commonly known as 2 North Duncanville Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed PD.

Unapproved

Yvette Kent of Fonah Group Investments Inc., representing Odai Abdelgadar, owner, spoke in favor of the proposed PD.

The Commission asked questions pertaining to funding and incentives, parking, landscaping and proposed uses for the property. Ms. Kent responded to the questions from the Commission.

Commissioner Shine made a motion to close the public hearing with motion seconded by Vice-Chairman Rodriguez.

Vice-Chairman Rodriguez made a motion, seconded by Commissioner Shine, to recommend to the City Council that the request be approved subject to the additional conditions proposed by staff related to phasing and potential future re-parceling of the overall property. The vote was unanimous 7-0 in favor of the request.

Skye Thibodeaux made a comment that he would have to discuss the condition related to re-parceling with the City Attorney to be sure such a condition can be legally made.

Item No. 7 - The meeting adjourned at 8:00 p.m.

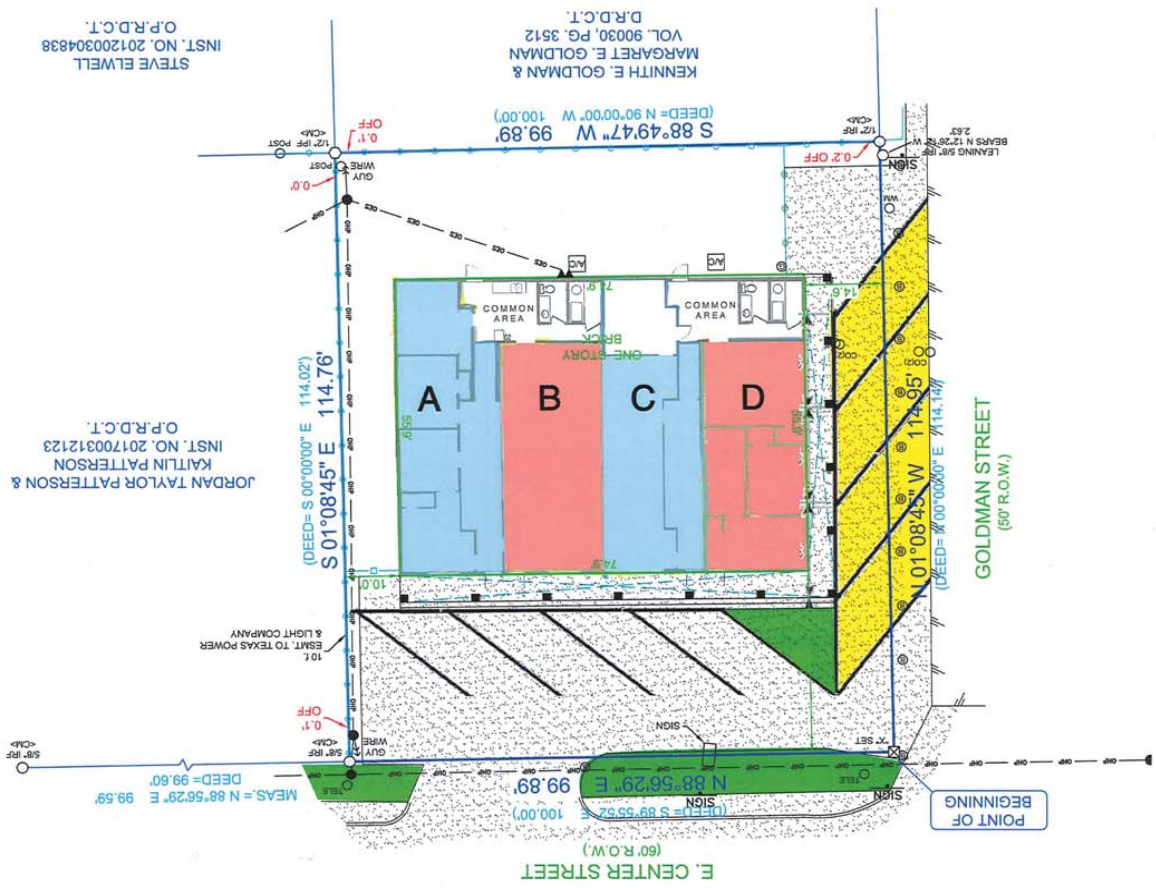
_____ _____

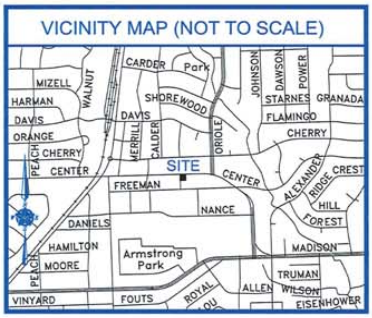
Skye Thibodeaux, Secretary Betty Culbreath, Chairman

Unapproved

ADA ramps
Retaining wall

Exhibit "A"





A & C Office Uses
B & D Retail Uses

ATTACHMENT 5

City of Duncanville Planning Division
Development Services
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

December 29, 2021

Zoning File: 2022-01

Dear Property Owner:

Alma Cartwright, Applicant and Owner, is requesting a Planned Development/Neighborhood Office/Retail District on AMG Merrill, Abstract 884, Page 106, Tr 15, City of Duncanville, Dallas County, Texas, more commonly known as 400 E. Center St.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a public hearing on Monday, January 10, 2022, at 7:00 p.m. and a City Council public hearing will be held on Tuesday, February 1, 2022, at 7:00 p.m. in the City Hall Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by February 1, 2022, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux, AICP
Secretary, Planning and Zoning Commission

Enclosures

División de Planificación de la Ciudad de Duncanville
Servicios de Desarrollo
203 E. Wheatland Road
P. O. Box 380280
Duncanville TX 75138-0280
p) 972-707-3878; f) 972-780-6426
(e) lromero@duncanville.com

Diciembre 29, 2021

Archivo de Zonificación: 2022-01

Estimado Propietario:

Alma Cartwright, Solicitante y Propietaria, está solicitando un Desarrollo Planificado/Oficina Vecinal/Distrito Minorista en AMG Merrill, Abstract 884, Page 106, Tr 15, Ciudad de Duncanville, Condado de Dallas, Texas, más comúnmente conocido como 400 E. Center St.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el lunes 10 de enero de 2021 a las 7:00 p.m. y una audiencia pública del Concejo Municipal se llevará a cabo el martes 1 de febrero de 2022 a las 7:00 p.m. en las Cámaras del Concejo Municipal, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 1 de febrero de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretario de la Ciudad o a Skye Thibodeaux, Secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico sthibodeaux@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-01 Alma Cartwright, Applicant and Owner, is requesting approval of a Planned Development/Neighborhood Office/Retail District on AMG Merrill Abstract 884, Page 106, Tr 15, more commonly known as 400 E. Center Street, City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for neighborhood office retail.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, January 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, February 1, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by February 1, 2022, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor** of granting the zoning request.*

_____ *Not **in favor** of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

El siguiente formulario puede ser llenado y enviado por correo a:

Comisión de Planificación y Zonificación
Ciudad de Duncanville
A la atención de: Servicios de Desarollo
Apartado de correos 380280
Duncanville, TX 75138-0280

Caso No. 2022-01 Alma Cartwright, solicitante y propietaria, está solicitando la aprobación de un Distrito de Desarrollo Planificado / Oficina Vecinal / Minorista en AMG Merrill Abstract 884, Page 106, Tr 15, más comúnmente conocido como 400 E. Center Street, Ciudad de Duncanville, Condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir la venta minorista de oficinas vecinales.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el lunes 10 de enero de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el martes 1 de febrero de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 1 de febrero de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

_____ *No* ***a favor*** de otorgar la solicitud *de zonificación.*

Mis razones son las siguientes:

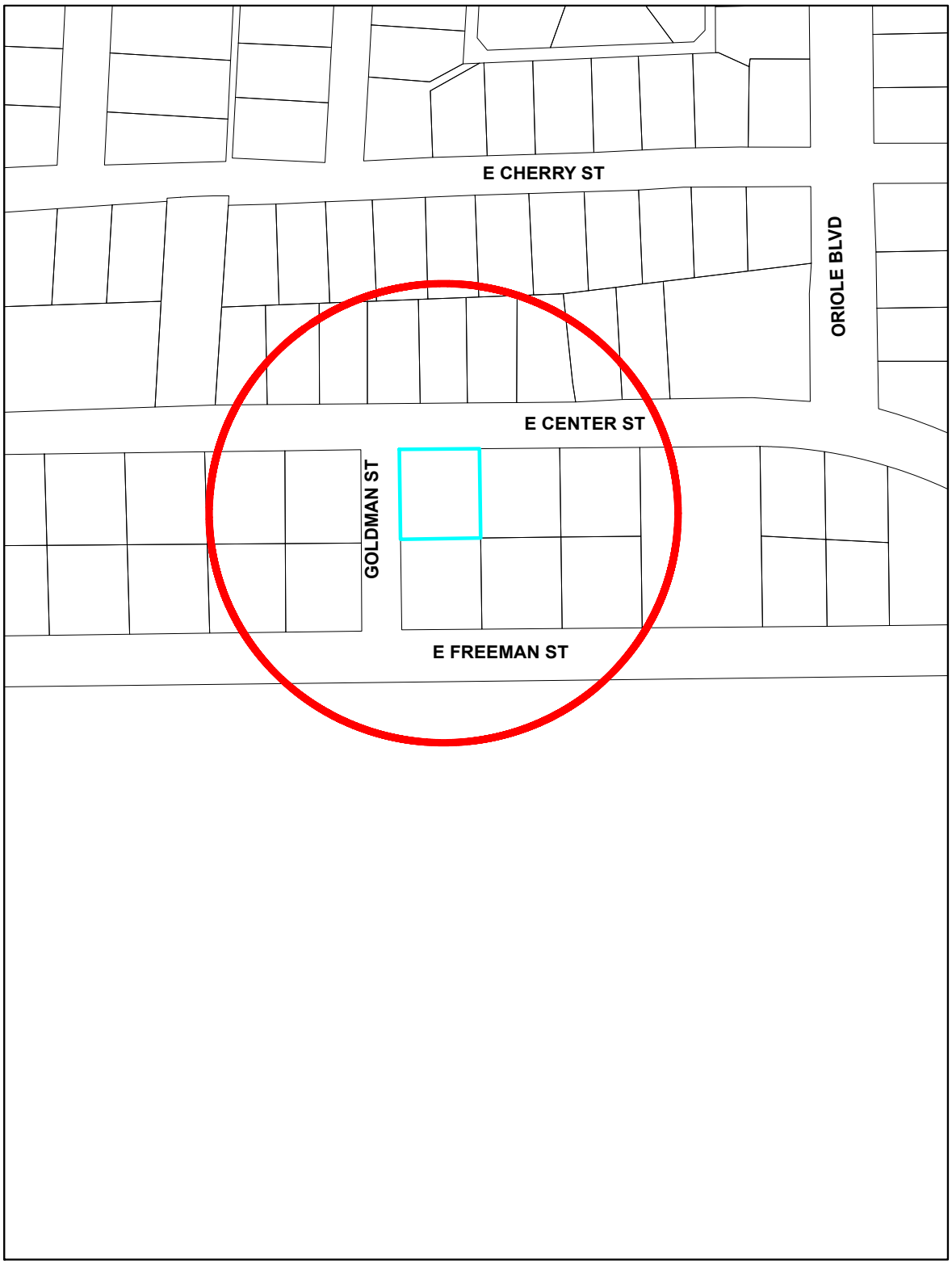
1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____


E CHERRY ST
ORIOLE BLVD
E CENTER ST
GOLDMAN ST
E FREEMAN ST

ATTACHMENT 6

DUNCANVILLE I S D
710 S CEDAR RIDGE DR
DUNCANVILLE, TEXAS 75137

MARTIN RICKY DON
726 VILLA CREEK DR
DUNCANVILLE, TEXAS 75137

CENTER VENTURES
PO BOX 851025
RICHARDSON, TEXAS 75085

REBOLLAR LUIS JAIMES
407 E CENTER ST
DUNCANVILLE, TEXAS 75116

VARENKAMP BRYAN K & LOIS
403 E CENTER ST
DUNCANVILLE, TEXAS 75116

BROWN BETTY J
319 E FREEMAN ST
DUNCANVILLE, TEXAS 75116

GARCIA JOSE
1820 COUNTRY CLUB RD
LUCAS, TEXAS 75002

MARTINEZ FRANCISCO & ANA RAMIREZ
335 E CENTER ST
DUNCANVILLE, TEXAS 75116

EVANS LINDA LOUISE
600 GREEN MEADOWS LN
OVILLA, TEXAS 75154

TAYLOR KEVIN R &
327 EAST CENTER ST
DUNCANVILLE, TEXAS 75116

LOPEZ VICTORINO GALLEGOS
206 CALDER AVE
DUNCANVILLE, TEXAS 75116

POWELL RICHARD R &
312 BRESEMAN ST
CEDAR HILL, TEXAS 75104

KEATHLEY DELWIN & MARY E
315 E CENTER ST
DUNCANVILLE, TEXAS 75116

BHATIA SUKHWANT
739 N MERRILL AVE
DUNCANVILLE, TEXAS 75116

PATRICIA DAVIS A
1600 THORNTREE DR
DESOTO, TEXAS 75115

MCKINNEY NORRIS P EST OF
334 E CHERRY ST
DUNCANVILLE, TEXAS 75116

ARREDONDO MANUEL S
338 E CHERRY ST
DUNCANVILLE, TEXAS 75116

ROSE ELIZABETH Z
407 E FREEMAN ST
DUNCANVILLE, TEXAS 75116

SHAW JUDY E &
6407 LINDEN LN
DALLAS, TEXAS 75230

GREATER HOUSE OF REFUGE
1524 REGISTRY DR
DESOTO, TEXAS 75115

GOLDMAN KENNITH E &
403 E FREEMAN ST
DUNCANVILLE, TEXAS 75116

ELWELL STEVE
432 W JEFFERSON ST
DALLAS, TEXAS 75208

PATTERSON JORDAN TAYLOR &
402 E CENTER ST
DUNCANVILLE, TEXAS 75116

ROSE ELIZABETH Z
407 E FREEMAN ST
DUNCANVILLE, TEXAS 75116

SALINAS CESAR S
411 E FREEMAN ST
DUNCANVILLE, TEXAS 75116

ORDINANCE NO. 2425

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING NEIGHBORHOOD OFFICE/RETAIL "NOR" DISTRICT ZONING TO INCLUDE A PLANNED DEVELOPMENT "PD" ON AMG MERRILL, ABSTRACT 884, PAGE 106, TR 15, MORE COMMONLY KNOWN AS 400 E CENTER STREET, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE DEVELOPMENT PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended the Neighborhood Office/Retail "NOR" District zoning to include a Planned Development "PD" on AMG Merrill, Abstract 884, Page 106, Tr 15, more commonly known as 400 E Center Street, Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with the site plan, Exhibit B, as special conditions and as amended herein, subject to the following additional special conditions:

The property shall be developed according to the development standards described in Exhibit B, attached hereto.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of February, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Approximately 0.26 acres out of the AMG Merrill, Abstract 884, Page 106, Tr 15, more commonly known as 400 E Center Street, City of Duncanville, Dallas County, Texas.

Exhibit A

PROPERTY DESCRIPTION

Being that tract of land situated in the A.M.G. Merrill Survey, Abstract No. 884 in the City of Duncanville, Dallas County, Texas, and being that tract of land described in Warranty Deed with Vendor's Lien to Greater House of Refuge, Christian Center, COGIC, Inc. recorded in Instrument Number 20070194518 of the Official Public Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an "X" set in concrete for corner, said corner being in the south right-of-way line of E. Center Street (60 foot right-of-way), said corner also being in the east right-of-way line of Goldman Street (50 foot right-of-way);

Thence North 88 degrees 56 minutes 29 seconds East, along the south right-of-way line of said E. Center Street, a distance of 99.89 feet to a 5/8 inch iron rod found for corner, said corner being the northwest corner of that tract of land described in Warranty Deed with Vendor's Lien to Jordan Taylor Patterson and Kaitlin Patterson recorded in Instrument Number 201700312123 of the Official Public Records of Dallas County, Texas;

Thence South 01 degrees 08 minutes 45 seconds East, along the west line of said Patterson tract, a distance of 114.76 feet to a 1/2 inch iron pipe found for corner, said corner being the northwest corner of that tract of land described in Warranty Deed with Vendor's Lien to Steve Elwell recorded in Instrument Number 201200304838 of the Official Public Records of Dallas County, Texas, said corner also being the northeast corner of that tract of land described in Warranty Deed with Vendor's Lien to Kennith E. Goldman and Margaret E. Goldman recorded in Volume 90030, Page 3512 of the Deed Records of Dallas County, Texas;

Thence South 88 degrees 49 minutes 47 seconds West, along the north line of said Goldman tract, a distance of 99.89 feet to a 1/2 inch iron rod found for corner, said corner being in the east right-of-way line of said Goldman Street;

Thence North 01 degrees 08 minutes 45 seconds West, along the east right-of-way line of said Goldman Street, a distance of 114.95 feet back to the POINT OF BEGINNING and containing 11,472.42 square feet or 0.263 acres of land.

EXCEPTIONS TO THE TITLE COMMITMENT

As relied upon and provided by First National Title Insurance Company
G.F. No. 21-615716-DE with an effective date of August 8, 2021 and an issued date of August 12, 2021.

Exception No.	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
10 f.	Easement created in instrument executed by Carl K. Overton to Texas Power & Light Company, dated January 11, 1983, filed March 9, 1983, recorded in Volume 83049, Page 1841, Real Property Records, Dallas County, Texas	YES	YES

SURVEYOR'S CERTIFICATE

Certify To: Billionaire One, LLC, Capital Title of Texas, and First National Title Insurance Company, in connection with the transaction referenced in GF No. 21-615716-DE.

I hereby certify that on the 3rd day of September 2021, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location, and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property, and the location of all curb cuts and driveways, if any.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

Both vehicular and pedestrian ingress to and egress from the subject property is provided by E. Center Street and Goldman Street, same being a paved, dedicated public right-of-way maintained by The City of Duncanville, which abuts the subject property, and is physically open and being used.

This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Gary E. Johnson
Registered Professional Land Surveyor No. 5299

STATE OF TEXAS · REGISTERED · GARY E. JOHNSON · 5299 · LAND SURVEYOR

ACCEPTED BY:_____ ACCEPTED BY:_____ DATE:_____

REVISIONS

No.	Revision/Issue	Date

LEGEND

HANDICAPPED SPACE; PARKING SPACE; IRON ROD FOUND; IRON ROD SET "TEXAS"; IRON PIPE FOUND; "X" FOUND / SET; CONTROL MONUMENT; IRRIGATION CONTROL VALVE; CLEAN-OUT; WATER METER; WATER VALVE; GREASE TRAP; MANHOLE; STORM SEWER; SANITARY SEWER; COVERED PORCH, DECK OR CARPORT; CONCRETE PAVING; NO PARKING; GRAVEL/ROCK ROAD OR DRIVE; LIGHT POLE; POWER POLE; BRICK COLUMN; AIR CONDITIONING; FIRE HYDRANT; ELECTRIC METER; GAS METER; BOLLARD; ASPHALT PAVING; CHAIN LINK FENCE; WOOD FENCE (CEDAR POST); WIRE FENCE; IRON FENCE; PIPE FENCE; SANITARY SEWER LINE; OVERHEAD ELECTRIC SERVICE; OVERHEAD POWER LINE

GENERAL NOTES

1) According to the F.I.R.M. No. 48113C0470K, the subject property lies in Zone X, and does not lie within a Special Flood Hazard Area.

2) Bearings are based upon the Texas State Plane Coordinate System, Texas North Central Zone, (4202) North American Datum of 1983, (2011).

TEXAS HERITAGE SURVEYING, LLC
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com Firm No. 10169300

CATEGORY 1A, CONDITION II

400 E. CENTER STREET
A.M.G. MERRILL SURVEY, ABSTRACT NO. 884
CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS

Job No.	2102237-1
Drawn By	JACOB
Date	9/13/2021
Scale	1"=20'

Exhibit B

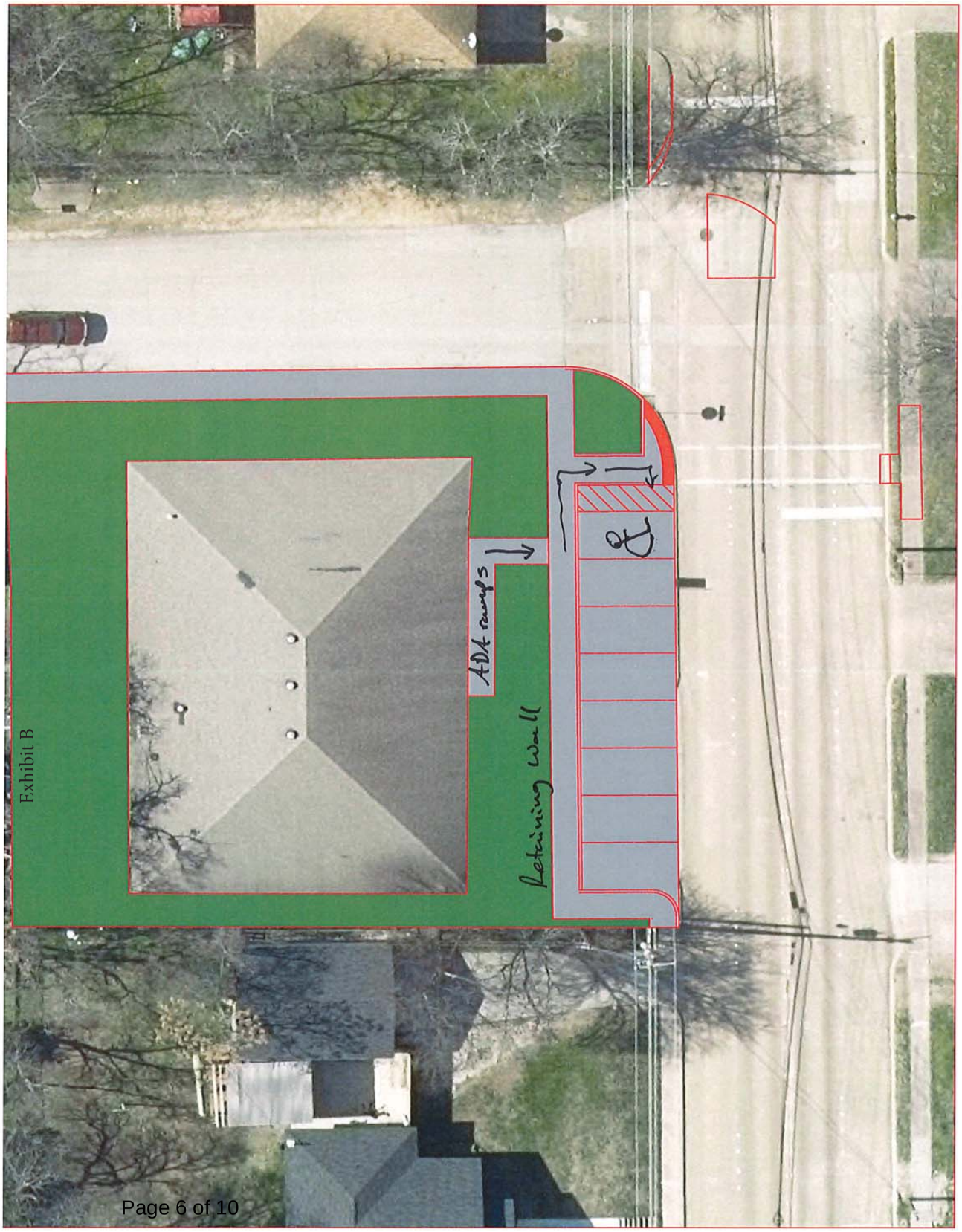
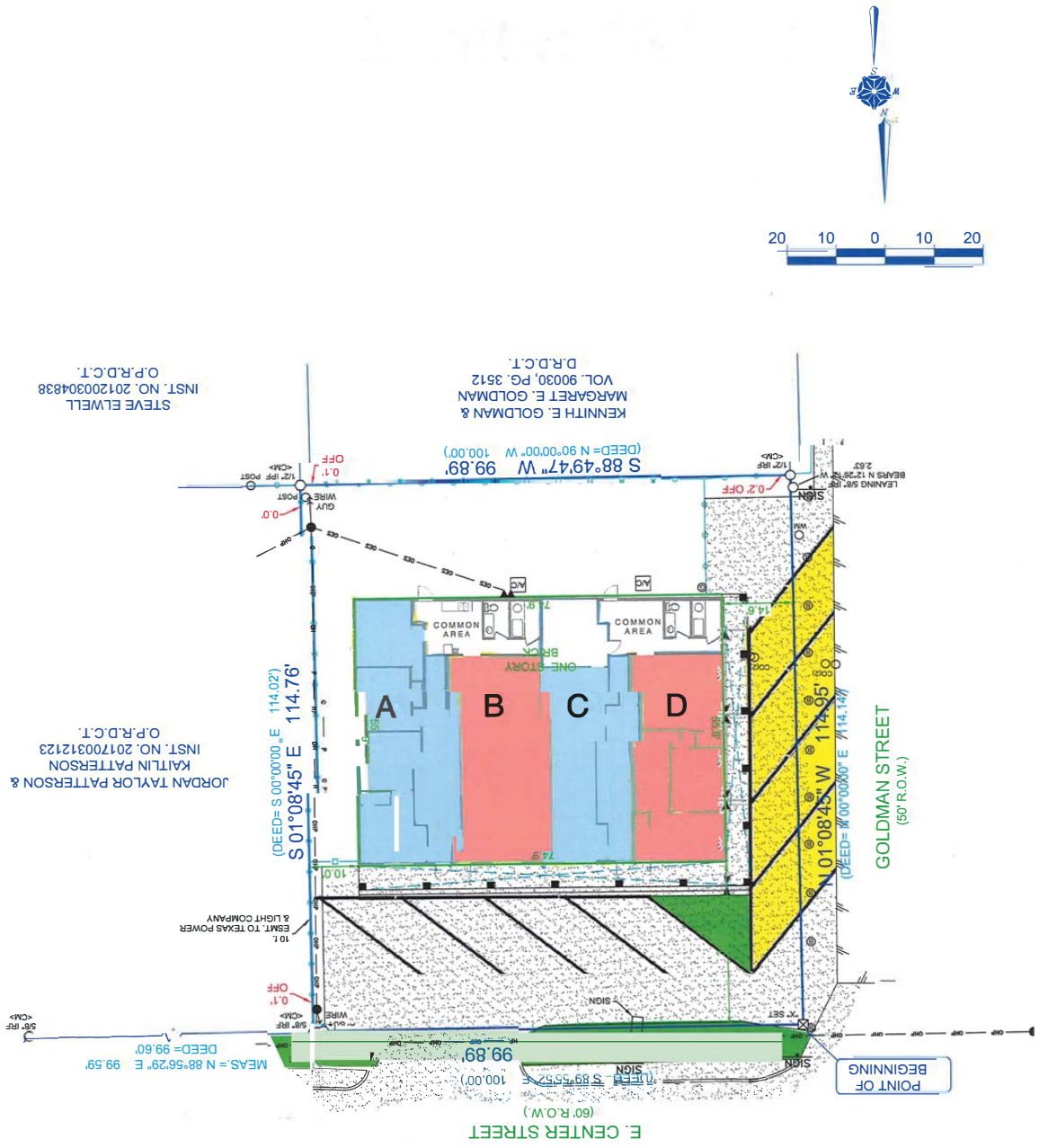


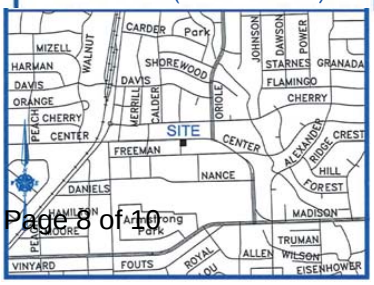
Exhibit B
ADA ramps
Retaining wall

Exhibit B

Exhibit B



VICINITY MAP (NOT TO SCALE)



A & C Office Uses
B & D Retail Uses

Exhibit B

Development Standards for Redevelopment at 400 E Center Street

Planned Development/Neighborhood Office/Retail

a) Purpose. The purpose of this Planned Development is to allow for the development of a neighborhood retail and office space which will support entrepreneurship in Duncanville, offer a greater diversity of small retail options, and provide opportunities for the citizens of Duncanville. This Planned Development is intended to permit context-appropriate commercial uses which will support the vibrancy of the City at different times of the day and evening. The intent is to encourage a quality development, which will also be compatible with adjacent residential areas.

b) Development Plan. The Development Plan attached hereto as Exhibit "B" is conceptual in design and is intended as an illustrative reference to the conditions associated with this Planned Development.

c) Base Zoning District & Site Development Standards. The property shall be used and developed in accordance with the Neighborhood Office/Retail District ("NOR") regulations and other related site development standards of the Zoning Ordinance, with exception of the following:

1. Parking Area.
   (a) Minimum Number of Parking Spaces. A minimum number of eight (8) parking spaces shall be required.
   (b) Right-of-Way. A Right-of-Way License Agreement shall be presented to City Council for consideration and approval.

Exhibit B

2. Permitted Uses. In addition to those uses permitted by right under Neighborhood Office/Retail zoning, the following additional uses are permitted as follows:

   (a) Office uses – ancillary interior display, or "showrooms" are permitted
   (b) Accessory uses – the following accessory uses are permitted subject to the review and approval of the City Planner:
      - Outdoor Display, Permanent
      - Outdoor Display, Temporary
   (c) Retail, Convenience Store – 1,250 square feet maximum
   (d) Restaurant uses - 1,250 square feet maximum
   (e) Seasonal Sales - 1,250 square feet maximum
   (f) Retail, Convenience Store with Restaurant
   (g) Alcohol Production and Tasting/Tap Room, Micro with Food Sales

3. Landscaping & Screening. No additional landscape plantings or screening shall be required. Future landscape plans shall be reviewed at the discretion of the City Planner.

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Conduct a Public Hearing (2022-03) for Consideration and Action regarding the request of Keith Rhynehart, applicant and owner, to include a Specific Use Permit "SUP" for a carport on Green Hills, 4th Inst, 3rd Section, Block 7, Lot 26, more commonly known as 1326 Meadow Green, Duncanville, Dallas County, Texas.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Low Density Residential. The Plan states that low density residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre.

The Plan goes on to list the following policies to guide low density areas:

- They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the City.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

This request is in conformance with the Comprehensive Plan as the proposed accessory use is for the purpose of an existing single-family residence.

Project Scope
As shown on the site plan and material exhibits, the proposed carport is designed to be in conformance with associated standards such as lot orientation, setbacks, and materials.

Parking

The Zoning Ordinance requires two (2) unenclosed, paved parking spaces plus a one or two-car garage or Porte Cochere. Section 4.04.B.3.(Single-Family and Townhome Parking Accommodations) of the Ordinance provides an exception that states “Exception: A carport may be provided in lieu of a garage or Porte Cochere upon approval of a Specific Use Permit.”

This request, if approved, would be in conformance with this language.

Surrounding Land Use
The subject property is surrounded on all sides by existing single-family residences zoned SF-13 Single-Family Residential District.

Zoning and Land Use
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
- would strengthen and help diversify the economy of the City of Duncanville.

POLICY EXPLANATION:
As of this writing, no responses have been received regarding this request. Letters will be received until Tuesday, February 1, 2022, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
At the January 10, 2022 Planning & Zoning Commission Meeting, the Commission recommended approval of the Specific Use Permit request by unanimous vote.

ATTACHMENTS:
Attachment 1 - Legal Advertisement

Attachment 2 - Site Maps
Attachment 3 - Unapproved Minutes
Attachment 4 - Plan Exhibits
Attachment 5 - Letter to Owners within 200 Feet
Attachment 6 - List of Owners within 200 Feet
Attachment 7 - Ordinance No. - 2424 - SUP - carport 1326 Meadow Green

ATTACHMENT 1

Advertise 1 time - By December 29

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION
ZONING FILE #2022-03

A public hearing will be held before the Planning & Zoning Commission on Monday, January 10, 2022, at 7:00 p.m., and before the City Council on Tuesday, February 1, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of Keith Rhynehart, Applicant and Owner, to include a Specific Use Permit "SUP" for Carport on Green Hills 4th Inst 3rd Sec, Block 7, Lot 26, City of Duncanville, Dallas County, Texas, more commonly known as 1326 Meadow Green.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

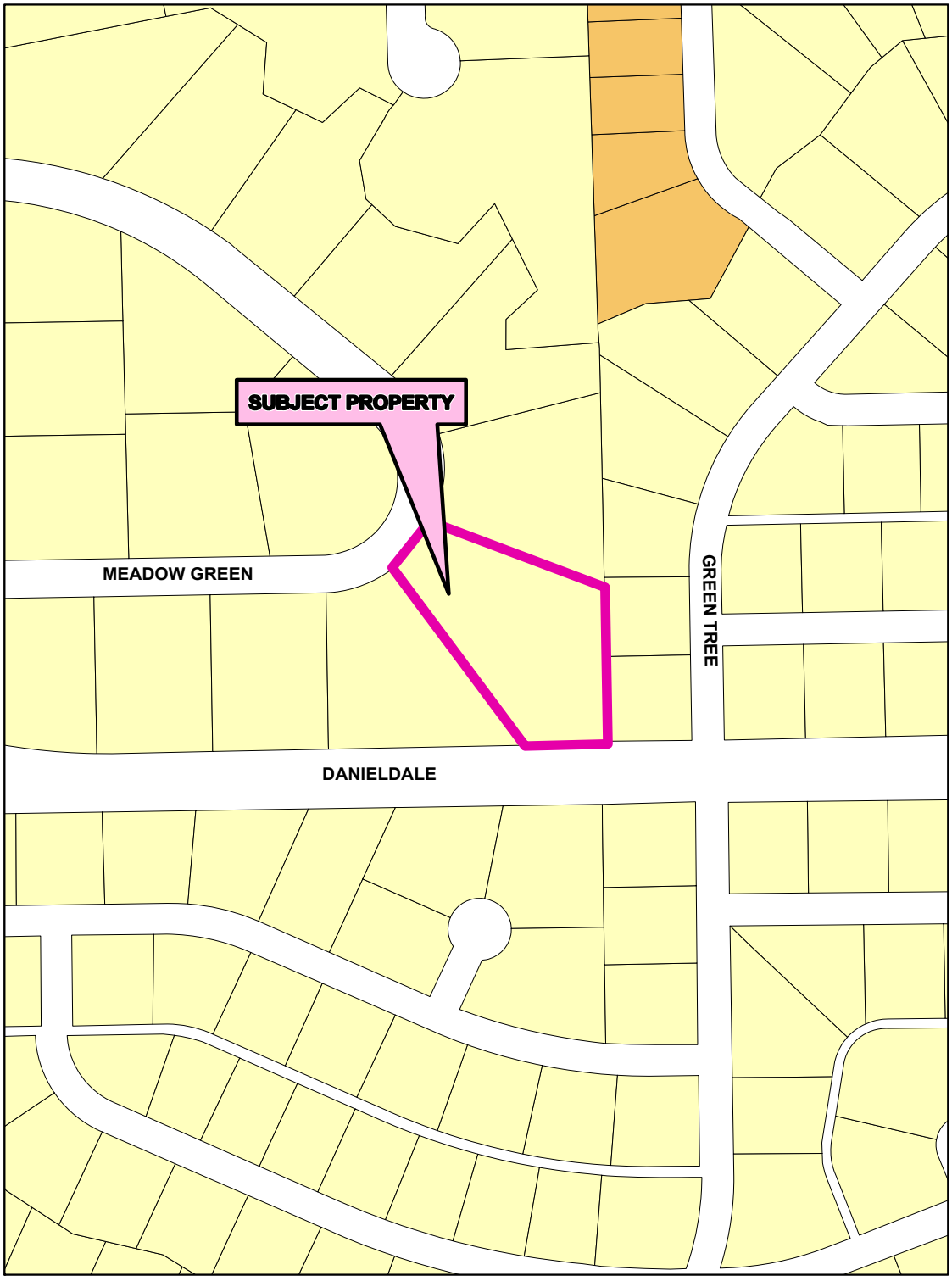
Skye Thibodeaux, AICP
Secretary, Planning and Zoning Commission

ATTACHMENT 2

Duncanville
City of Champions

Proposed Zoning Change
Aerial Location
1326 Meadow Green

N
W E
S



Duncanville
City of Champions

ZONING CASE 2022-03
SUP REQUEST
FOR CARPORT

N
W E
S

ATTACHMENT 3

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, JANUARY 10, 2022 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, January 10, 2022, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chairman
Elias Rodriguez	Vice-Chairman
Eric Pena	Commissioner
Jana McBroom	Commissioner
Tom Shine	Commissioner
Javar Avery	Commissioner
Edward Stith	Commissioner

Staff present:
Skye Thibodeaux, AICP, City Planner
Lynette Romero, Planning Technician

The meeting was called to order at 7:00 p.m. by Chairman Culbreath.

Item No. 1 – Receive Public Comments

No public comments were made.

Item No. 2 – Approval of meeting minutes for the regular meeting on November 8, 2021 and cancelled meetings on November 22, 2021, December 13, 2021, and December 27, 2021.

Commissioner McBroom made a motion as seconded by Commissioner Pena to approve the minutes. The vote was unanimous 7-0 in favor.

Item No. 3 – Consider a request for approval of a replat by Elliott Busby, applicant, representing Daniel Collins, owner, to replat Crestview, Block D, Lots 6 and 7, more commonly known as 1214 Crestlane Drive, Duncanville, Dallas County, Texas.

Commissioner Avery made a motion as seconded by Commissioner Pena to approve the replat. The vote was unanimous 7-0 in favor.

Item No. 4 – Conduct a public hearing (2022-03) for consideration and action regarding the request of Keith Rhynehart, applicant and owner, to include a Specific Use Permit "SUP" for a carport on Green Hills, 4th Inst, 3rd Sec, Block 7, Lot 26, more commonly known as 1326 Meadow Green, Duncanville, Dallas County, Texas.

Unapproved

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

Keith Rhynehart, applicant and owner, did not have anything to comment regarding his request.

Chairman Culbreath asked the public if anyone opposed the request. No one was in opposition.

With a motion by Commissioner Shine and a second by Commissioner McBroom, the public hearing was closed.

A motion was made by Commissioner Shine and a second motion by Vice-Chairman Rodriguez to approve the request for SUP as presented with no additional conditions. The vote was unanimous 7-0 in favor.

Item No. 5 – Conduct a public hearing (2022-01) for consideration and action regarding the request of Alma Cartwright, applicant an owner, to include a Planned Development "PD" for Planned Development/Neighborhood Office/Retail District on AMG Merrill, Abstract 884, Page 106, TR 15, more commonly known as 400 East Center Street, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed PD.

Monte Anderson, representing the owner, Alma Cartwright, spoke in favor of the request.

The Commission asked questions pertaining to proposed uses of the property and parking. Mr. Anderson fielded the Commissioner's questions.

Chairman Culbreath opened the floor for comments.

James Cartwright, son of Alma Cartwright, owner, spoke in favor of the proposed PD and gave a brief history of the existing building and property.

Commissioner Shine made a motion to close the public hearing with motion seconded by Commissioner Pena.

A motion was made by Vice-Chairman Rodriguez and a second motion by Commissioner Pena to approve the request for PD as presented with no additional conditions. The vote was unanimous 7-0 in favor of the request.

Item No. 6 – Conduct a public hearing (2021-23) for consideration and action regarding the request of Yvette Kent of Fonah Group Investments Inc., applicant, representing Odai Abdelgadar, owner, to include a Planned Development "PD" for a Planned Development/Downtown Duncanville District on Odai, Block 1, Lot 2, ACS 4.074, more commonly known as 2 North Duncanville Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed PD.

Unapproved

Yvette Kent of Fonah Group Investments Inc., representing Odai Abdelgadar, owner, spoke in favor of the proposed PD.

The Commission asked questions pertaining to funding and incentives, parking, landscaping and proposed uses for the property. Ms. Kent responded to the questions from the Commission.

Commissioner Shine made a motion to close the public hearing with motion seconded by Vice-Chairman Rodriguez.

Vice-Chairman Rodriguez made a motion, seconded by Commissioner Shine, to recommend to the City Council that the request be approved subject to the additional conditions proposed by staff related to phasing and potential future re-parceling of the overall property. The vote was unanimous 7-0 in favor of the request.

Skye Thibodeaux made a comment that he would have to discuss the condition related to re-parceling with the City Attorney to be sure such a condition can be legally made.

Item No. 7 - The meeting adjourned at 8:00 p.m.

_____ _____

Skye Thibodeaux, Secretary Betty Culbreath, Chairman

Unapproved

ATTACHMENT 4

1529 E. I-30, STE. 106
GARLAND, TX 75043

FIRM REGISTRATION NO. 10194052

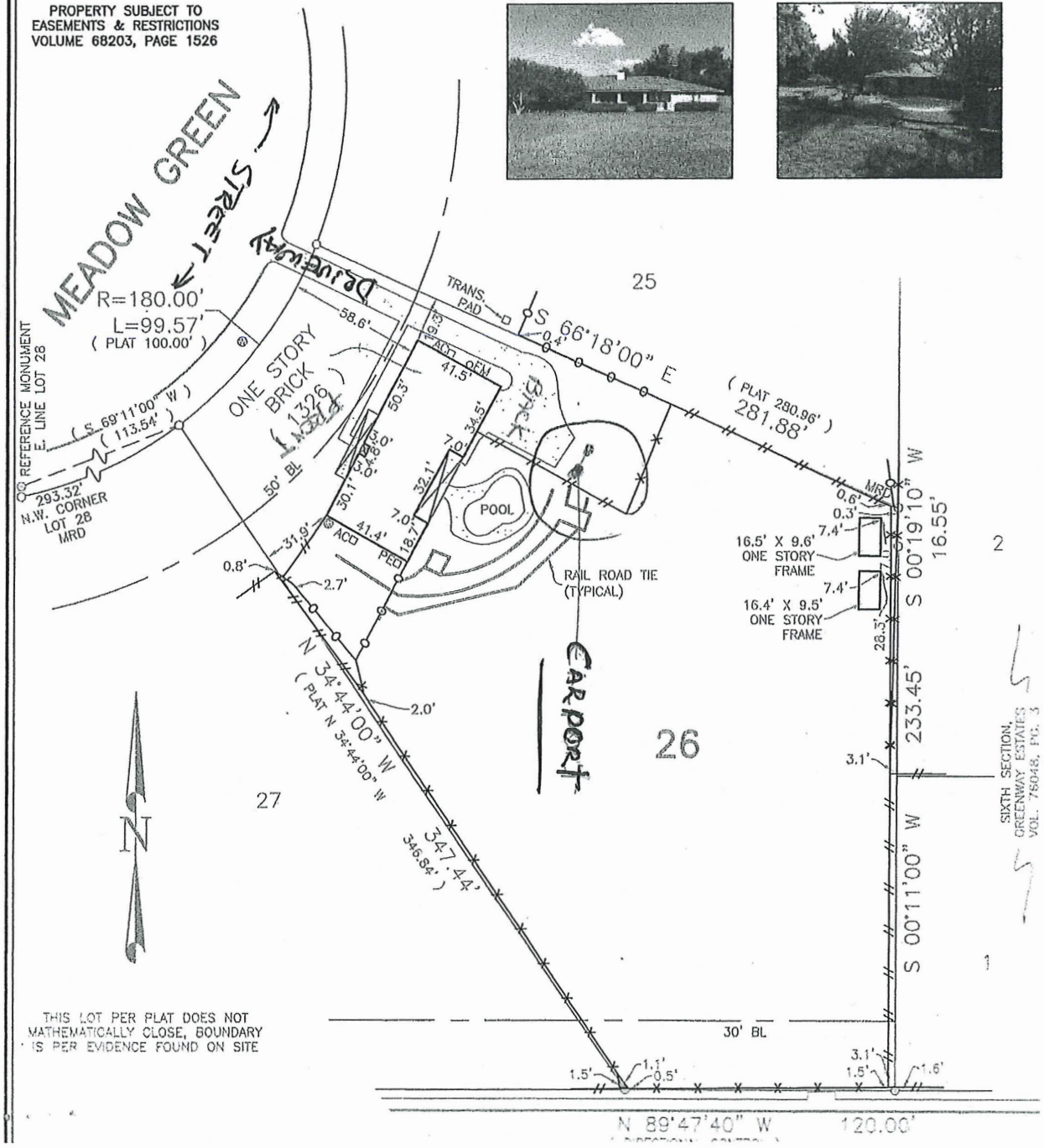
SURVEY PLAT

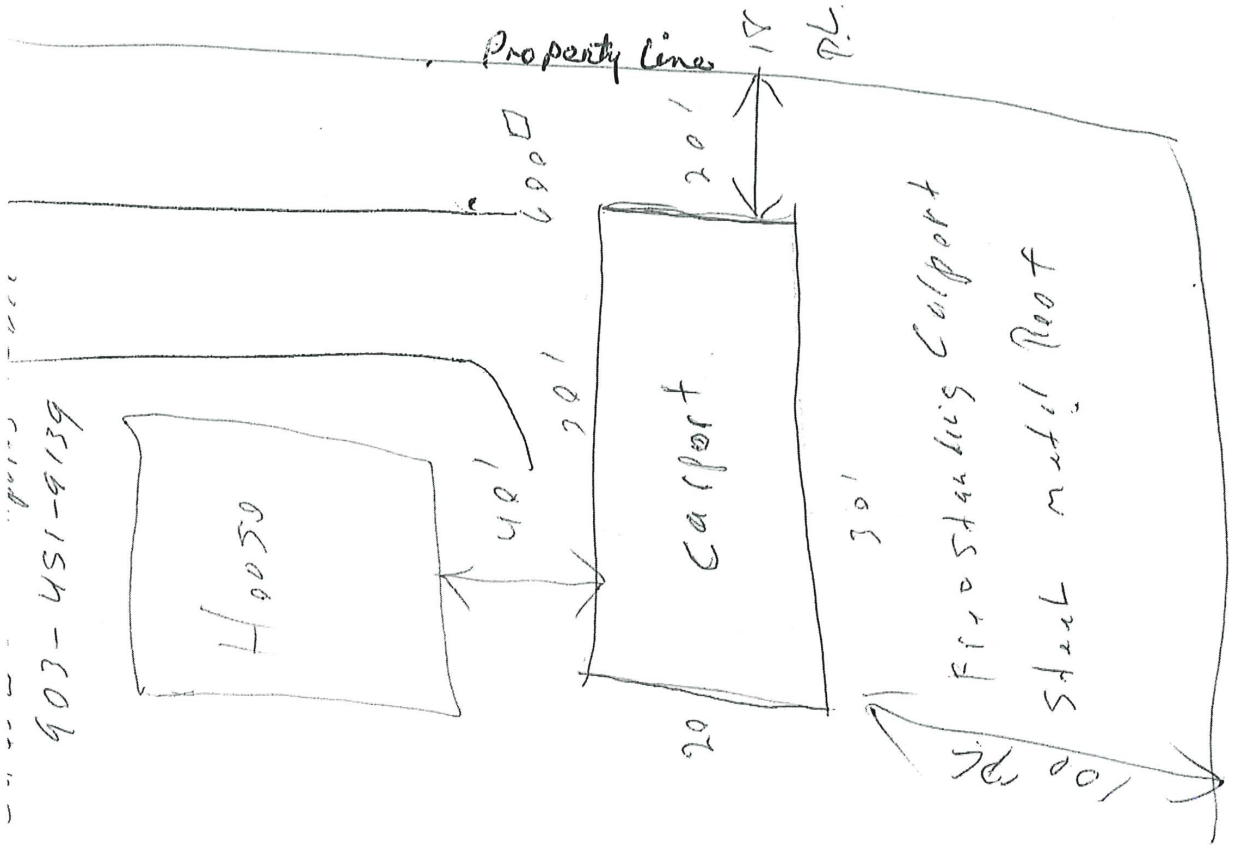
RHODES Surveying ©
WWW.RHODESSURVEYING.COM

BRIAN S. RHODES Registered Professional Land Surveyor (972) 475-8940

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 1326 MEADOW GREEN, in the city of DUNCANVILLE Texas. Lot No. 26, Block No. 7 of FOURTH INSTALLMENT THIRD SECTION GREEN HILLS, an addition in the city of DUNCANVILLE, DALLAS COUNTY Texas according to the MAP OR PLAT THEREOF RECORDED in VOLUME 71008 at PAGE 1432 of the PLAT records of DALLAS COUNTY, TEXAS.

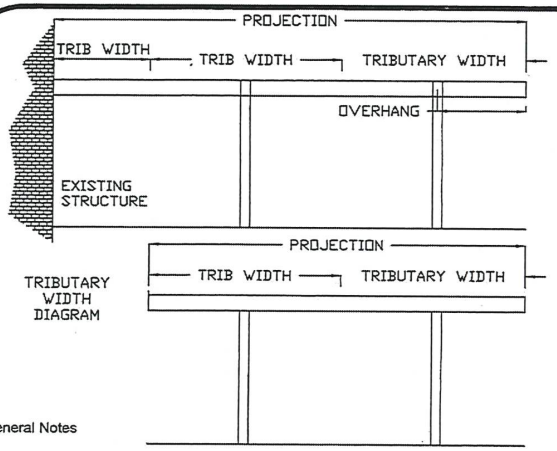
PROPERTY SUBJECT TO EASEMENTS & RESTRICTIONS VOLUME 68203, PAGE 1526




Property Lines
20'
Carport
20'
40'
House
30'
Fire Station #15 Carport
Steel Metal Roof
30'
20'
903-451-9139

JW Carport & Construction
County Rd 2529
Eustace, Tx 75124
903-451-9139

Amanda Deck Job



General Notes

1. Structural design per the 2015 International Building Code basic load combinations described in Section 1605.3.1 and no increases are permitted for resisting wind or seismic forces. Aluminum design in accordance with the 2015 edition of the Aluminum Associations's specifications and Chapter 20 of the IBC. Patio Covers as defined in IBC Appendix I shall be used only for recreational, outdoor living purposes and not as carports, garages, storage rooms or habitable rooms. Commercial Covers may be used for these purposes. Carports must have at least two opens sides and have floor surfaces made of approved noncombustible material or asphalt.
2. At least one horizontal dimension (projection or width) of cover shall be less than 30'.
3. Concrete will meet the durability requirements of ACI-318-14 and have a minimum compressive strength (f'c) of 2500 psi. Patio structures may be attached to concrete slab without footings when the post load is 750 lbf or less and the frost depth is zero. Concrete shall be set back a minimum of 4" from edge or expansion joint of a slab. Posts attached on slab will conform to Details LA35, MU100 or MU102.
4. Each application shall show a complete plot plan of the property and buildings. Circle the post spacing, span, etc., in the tables that fit that particular job.
5. Each installation shall bear an identifying decal giving the name and address of mfgr., live or snow load, design wind speed and exposure and ICC ESR number.
6. Light gauge steel shall be per ASTM A653 unless otherwise specified. Grade will be specified under individual details. Thickness is bare steel. Negative thickness tolerance is -5%.
7. Alternate alum. alloys may be substituted for those specified provided they are referenced in the 2015 ADM with equal or greater guaranteed minimum properties (Ftu, Fty, Fcy and E). Thickness indicated is bare metal and negative tolerance must comply with ANSI H35.2. 3004 H24 may be subsituted for 3004 H34.
8. Lag screws shall be placed in holes prebored 70% diam. For concrete block construction, place masonry anchors as per the installation instructions.
9. Drainage which otherwise would go over a public sidewalk shall be collected and diverted under sidewalk.
10. Structures may not be enclosed unless additional engineering is provided or by approval of the local building authority.
11. A geotechnical investigation is not necessary unless required by 1803.2 of the 2012 IBC. Soil is assumed to be Class 5 of Table 1806.2 of the 2015 IBC. Bearing 1500 psf vert., 100 psf/ft. horiz and doubled as per 1806.3.4. These design values do not apply to mud, organic silts, organic ...vs, peat or unprepared fills and may require further soil investigation. The building official may ... load bearing capacity. Units in a snow load area of 25 psf or less may be built on 1000 ... w/o additional engineering. Minimum footing depth is the local frost depth.

12. The roof panels shall have a slope between 0.25" and 1" per foot.
13. All steel shall be galvanized ASTM A-653 G90, A123 G45 or A153 B-3, painted ASTM A755 or use an approved coating complying with IBC section 2203.2. Paint inside of all embedded posts from the bottom to 12" above grade. Where aluminum is in contact with dissimilar metals (other than stainless, aluminized or galvanized steel) or absorbent building materials, likely to be continuously or intermittently wet, the faying surfaces shall be painted or otherwise seperated in accordance with the Aluminum Design Manual Section M.7.
14. Wind velocity and Ground Snow/Live load are identified in all of the relevant tables. Roof snow loads have been determined in accordance with ASCE7-10 Section 7.3. Ct=1.2, I = 1.0, Ce=1.0 (All exposures except B and C when located tight among conifers)

Ground Snow Load	Applied Roof Load	
10 psf	10 psf	LIVE OR GROUND SNOW
20 psf	20 psf	LIVE OR GROUND SNOW
25 psf	21 psf	DESIGN ROOF SNOW LOAD
30 psf	25.2 psf	DESIGN ROOF SNOW LOAD
35.7 psf	30.0 psf	DESIGN ROOF SNOW LOAD
42 psf	35.3 psf	DESIGN ROOF SNOW LOAD
50 psf	42.0 psf	DESIGN ROOF SNOW LOAD
60 psf	50.4 psf	DESIGN ROOF SNOW LOAD

WIND SPEEDS IN THE 2015 IBC ARE "ULTIMATE DESIGN WIND SPEED." ALL STRUCTURES DESCRIBED IN THIS REPORT ARE DESIGNED USING PRESSURES CALCULATED FROM "ULTIMATE DESIGN WIND SPEEDS" FOR RISK CATEGORY II. FOR ATTACHED STRUCTURES THE MAXIMUM MEAN ROOF HEIGHT OF THE EXISTING STRUCTURE IS 30'. Kzt WAS ASSUMED AS 1.0 FOR ALL WIND LOADS. SITE LOCATIONS REQUIRING A HIGHER Kzt VALUE (ISOLATED HILLS, RIDGES, ESCARPMENTS) WILL REQUIRE HIGHER WIND LOADS AS PER ASCE7-10 SECTION 26.8 AND ARE OUTSIDE THE SCOPE OF THIS REPORT.

NOTE: EXPOSURE B: SHALL APPLY WHEN THE GROUND SURFACE ROUGHNESS CATEGORY B (URBAN AND SUBURBAN AREAS, WOODED AREAS, OR OTHER TERRAIN W/ NUMEROUS CLOSELY SPACED OBSTRUCTIONS HAVING THE SIZE OF A SINGLE FAMILY DWELLING OR LARGER) PREVAILS IN THE UPWIND DIRECTION FOR A DISTANCE OF AT LEAST 1500 FT.

EXPOSURE C: SHALL APPLY WHEN EXPOSURE B AND D (SMOOTH MUD FLATS, SALT FLATS, UNBROKEN ICE AND OTHER) DO NOT.

SEISMIC LOADING:
- MAXIMUM Ss = 150% SHOWN IN 2015 IBC FIGURE 1613.3.1(1)
- Ss >150% ARE NOT REQUIRED AS PER ASCE7-10 12.8.1.3
- S1 NOT APPLICABLE TO THESE STRUCTURES
- SITE CLASS = D
- BASIC SEISMIC FORCE RESISTNG SYSTEM
  - POSTS EMBEDDED INTO FOOTINGS = ORDINARY STEEL MOMENT FRAME >> R=1.25
  - POSTS SURFACE MOUNTED = GENERIC SYSTEM >> R = 1.25
- ANALYSIS PROCEDURE = EQUIVALENT LATERAL FORCE PROCEDURE

These roofs are not subject to maintainance workers and have not been evaluated for a 300 lbf concentrated load. Maximum mean roof height of existing structure for attached units is 30'.

15. The width of single span attached solid cover structures must be at least 100% of the projection.
16. Multiple span units are allowed.
17. **All structures must comply with one of the following:**
    a. **All structures with a roof snow load of 30 psf or less may be built in Seismic Design Category (SDC) A-D up to the maximum Ss noted in General Note #14.**
    b. **Structures with flat roof design snow loads over 30 psf complying with IBC Section 1613.1 Exception #1 do not require additional seismic analysis.**
    c. **Structures not complying with (a) or (b) must have constrained footings and are limited by the Ss shown in Sections 2.0 or 5.0.**
18. All aluminum and steel solid panels are class A fire rated as indicated in IBC Section 1505.2 Exception #2.
19. All screws are self drilling (SDS) or sheet metal (SMS) and in conformance with ICC ESRs 1271, 1408, 1976. 2196, 3006, 3215, 3223, 3294, 3332, 3528, 3558, or equivalent and use head diameters equal to #8=$\frac{5}{16}$", #10= $\frac{3}{8}$", #12=$\frac{13}{32}$" and #14=$\frac{1}{2}$" or steel washers with similar diameters. All bolts are ASTM A307. All wood screws must comply with ANSI/ASME Standard B18.6.1 and AWC NDS-2015 11.1.5. All lag screws must comply with ANSI/ASME B18.2.1 and AWC NDS 11.1.4. All washers are ASTM F844 w/ Dimensions complying with ASME B18.22.1 Type A. Steel nuts to be ASTM A563. The minimum washer diameter for bolted connections is 1". All fasteners will have a minimum edge distanc of 2x the fastener diameter.

Revisions

FOUR SEASONS
BUILDING PRODUCTS

FOUR SEASONS BUILDING PRODUCTS
5005 VETERANS MEMORIAL HWY
HOLBROOK, NY 11741
(631) 563-4000

JUL 19 2019

STATE OF TEXAS
CARL PUTNAM
99994
LICENSED
PROFESSIONAL ENGINEER

Carl Putnam, P.E.
3441 DYLINK PLACE
LYNCHBURG, VA 24503
CARLPUTNAM@COMCAST.NET

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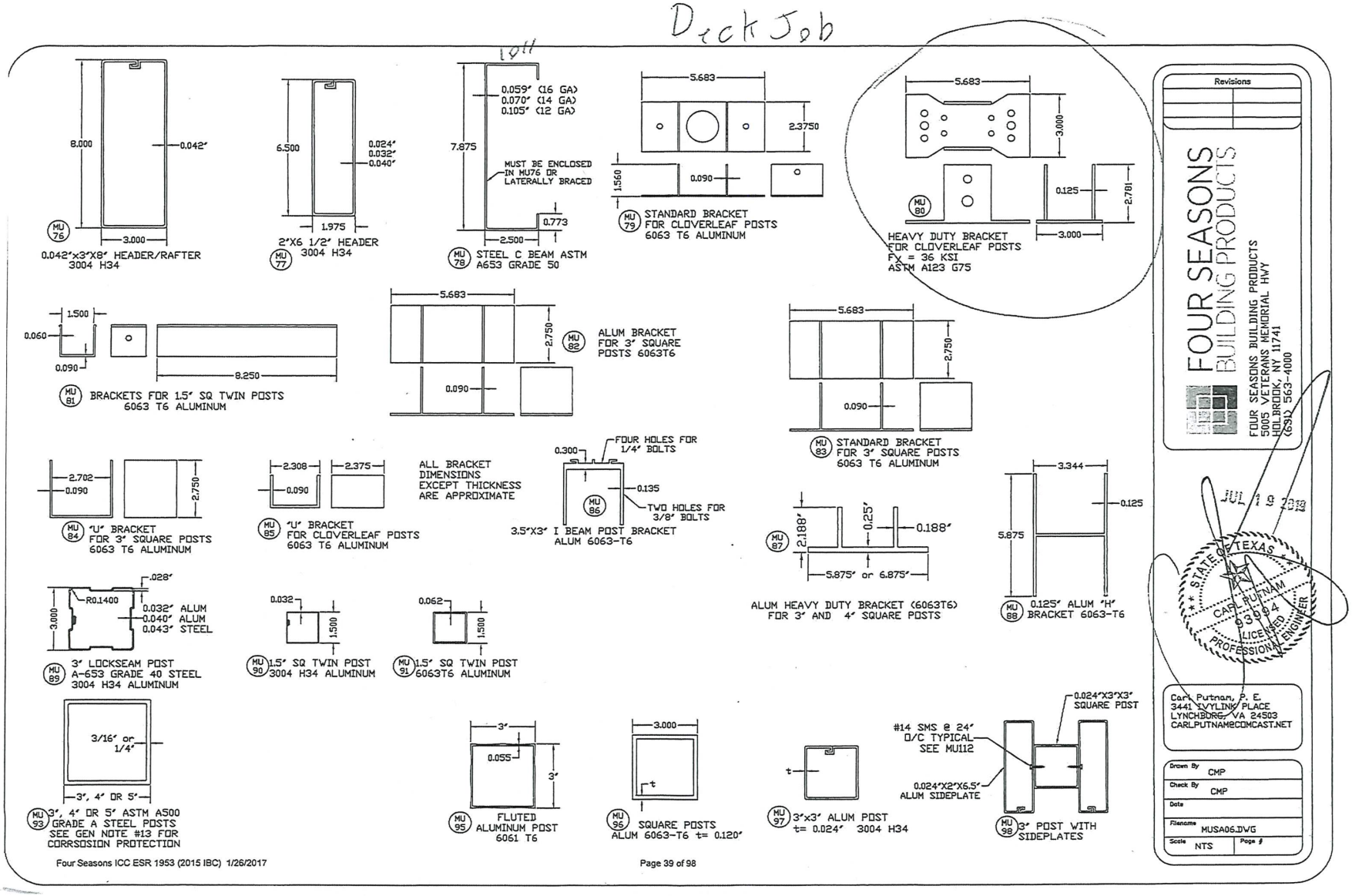
Deck Job
MU76 8.000 0.042" 3.000 0.042"x3"X8" HEADER/RAFTER 3004 H34
MU77 6.500 0.024" 0.032" 0.040" 1.975 2"X6 1/2" HEADER 3004 H34
MU78 7.875 0.059" (16 GA) 0.070" (14 GA) 0.105" (12 GA) MUST BE ENCLOSED IN MU76 OR LATERALLY BRACED 0.773 2.500 STEEL C BEAM ASTM A653 GRADE 50
MU79 5.683 2.3750 1.560 0.090 STANDARD BRACKET FOR CLOVERLEAF POSTS 6063 T6 ALUMINUM
MU80 5.683 3.000 0.125 2.781 3.000 HEAVY DUTY BRACKET FOR CLOVERLEAF POSTS FX = 36 KSI ASTM A123 G75
MU81 1.500 0.060 0.090 8.250 BRACKETS FOR 1.5" SQ TWIN POSTS 6063 T6 ALUMINUM
MU82 5.683 2.750 0.090 ALUM BRACKET FOR 3" SQUARE POSTS 6063T6
MU83 5.683 2.750 0.090 STANDARD BRACKET FOR 3" SQUARE POSTS 6063 T6 ALUMINUM
MU84 2.702 0.090 2.750 "U" BRACKET FOR 3" SQUARE POSTS 6063 T6 ALUMINUM
MU85 2.308 2.375 0.090 "U" BRACKET FOR CLOVERLEAF POSTS 6063 T6 ALUMINUM
ALL BRACKET DIMENSIONS EXCEPT THICKNESS ARE APPROXIMATE
MU86 0.300 FOUR HOLES FOR 1/4" BOLTS 0.135 TWO HOLES FOR 3/8" BOLTS 3.5"X3" I BEAM POST BRACKET ALUM 6063-T6
MU87 2.188" 0.25" 0.188" 5.875" or 6.875" ALUM HEAVY DUTY BRACKET (6063T6) FOR 3" AND 4" SQUARE POSTS
MU88 3.344 0.125 5.875 0.125" ALUM "H" BRACKET 6063-T6
MU89 .028" R0.1400 3.000 0.032" ALUM 0.040" ALUM 0.043" STEEL 3" LOCKSEAM POST A-653 GRADE 40 STEEL 3004 H34 ALUMINUM
MU90 0.032 1.500 1.5" SQ TWIN POST 3004 H34 ALUMINUM
MU91 0.062 1.500 1.5" SQ TWIN POST 6063T6 ALUMINUM
MU93 3/16" or 1/4" 3", 4" OR 5" 3", 4" OR 5" ASTM A500 GRADE A STEEL POSTS SEE GEN NOTE #13 FOR CORRSOSION PROTECTION
MU95 3" 0.055 3" FLUTED ALUMINUM POST 6061 T6
MU96 3.000 t SQUARE POSTS ALUM 6063-T6 t= 0.120"
MU97 t 3"x3" ALUM POST t= 0.024" 3004 H34
#14 SMS @ 24" O/C TYPICAL SEE MU112
0.024"X2"X6.5" ALUM SIDEPLATE
0.024"X3"X3" SQUARE POST
MU98 3" POST WITH SIDEPLATES
Revisions
FOUR SEASONS BUILDING PRODUCTS
FOUR SEASONS BUILDING PRODUCTS 5005 VETERANS MEMORIAL HWY HOLBROOK, NY 11741 (631) 563-4000
JUL 19 2019
STATE OF TEXAS CARL PUTNAM 53984 LICENSED PROFESSIONAL ENGINEER
Carl Putnam, P. E. 3441 SYLVLINK PLACE LYNCHBURG, VA 24503 CARL.PUTNAM@COMCAST.NET
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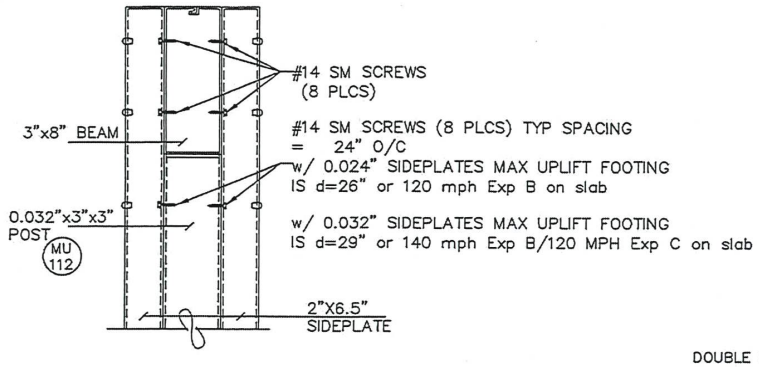
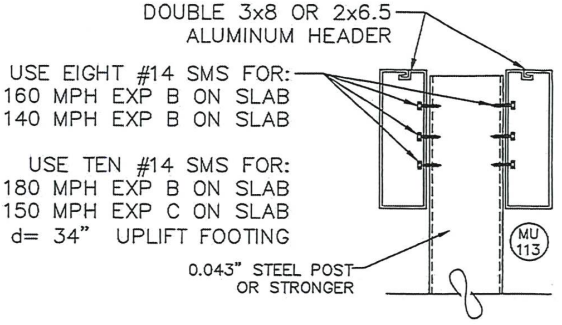
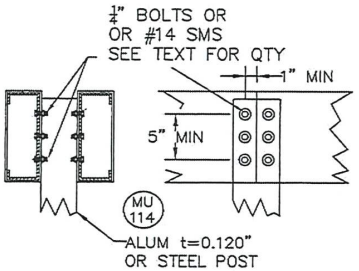






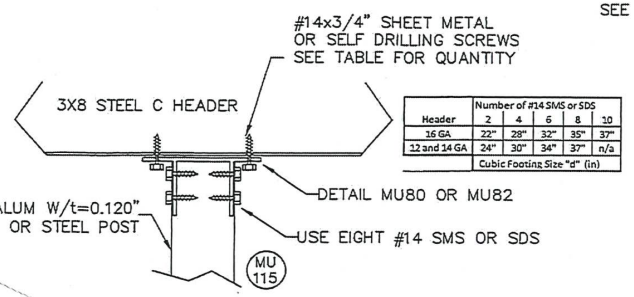
DOUBLE OR SINGLE 3"X8" STEEL C BEAM. BOLT LAYOUT FOR SPLICED AND NON-SPLICE ATTACHMENT

SINGLE 14 AND 16 GAUGE HEADERS USE FOUR ¼" BOLTS

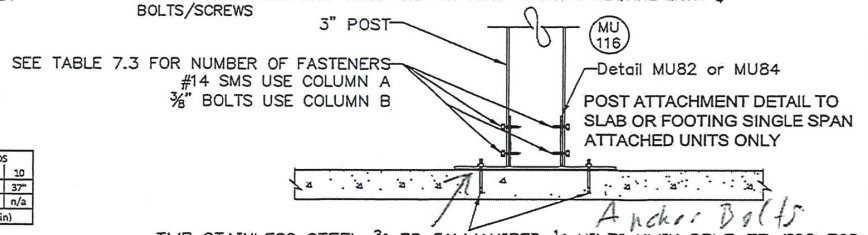
MAXIMUM UPLIFT FOOTING REQUIREMENTS

USE 4 BOLTS/SCREWS FOR d=33"
USE 6 BOLTS/SCREWS FOR d=39"
USE 8 BOLTS/SCREWS FOR d=43"
USE 10 BOLTS/SCREWS FOR d=46"
USE 12 BOLTS/SCREWS FOR d=49"
USE 14 BOLTS/SCREWS FOR d=52"

ALL C BEAMS USING TWICE THE "ON SLAB" SPACING REQUIRE FOUR ¼" BOLTS/SCREWS
ALL C BEAMS USING FOUR TIMES THE "ON SLAB" SPACING REQUIRE SIX ¼" BOLTS/SCREWS
ALL C BEAMS USING FIVE TIMES THE "ON SLAB" SPACING REQUIRE EIGHT ¼" BOLTS/SCREWS



Header	Number of #14 SMS or SDS				
	2	4	6	8	10
16 GA	22"	28"	32"	35"	37"
12 and 14 GA	24"	30"	34"	37"	n/a
	Cubic Footing Size "d" (in)				



TWO STAINLESS STEEL ⅜" OR GALVANIZED ½" HILTI KWIK BOLT TZ (ICC ESR 1917) W/ 2" EMBEDMENT
W/ 3/4"ø WASHERS FOR FOOTINGS UP TO d = 26"
ATTACHMENT TO 4" CONCRETE SLAB
FOR 10 PSF LIVE LOADS
TWO ANCHORS UP TO 140 MPH EXP B OR 120 MPH EXP C
FOR 20 PSF LIVE LOADS AND HIGHER
TWO ANCHORS FOR WINDS UP TO UP TO 160 MPH EXP C

Seasons ICC ESR 1953 (2015 IBC) 1/26/2017

Page 42 of 98

Revisions

FOUR SEASONS BUILDING PRODUCTS

FOUR SEASONS BUILDING PRODUCTS
6005 VETERAN'S MEMORIAL HWY
HOLBROOK, NY 11741

JUL 19 2019

STATE OF TEXAS
CARL PUTNAM
98994
LICENSED
PROFESSIONAL ENGINEER

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CARLPUTNAM@COMCAST.NET

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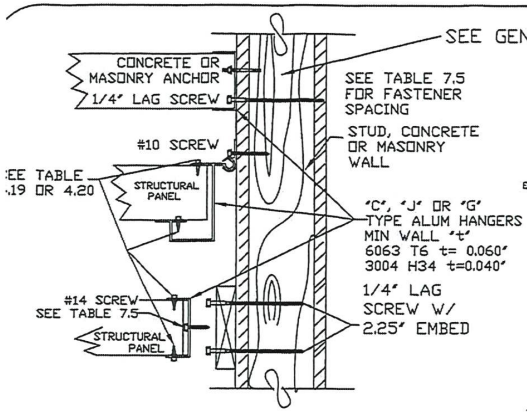


MU 105 LEDGER AND WALL ATTACHMENT

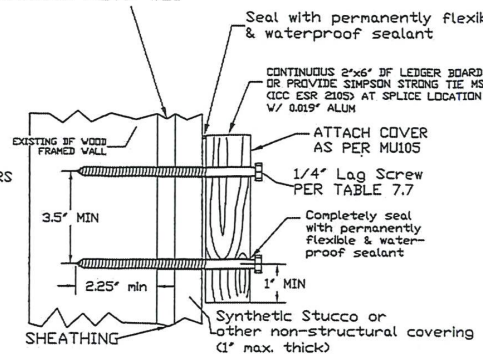
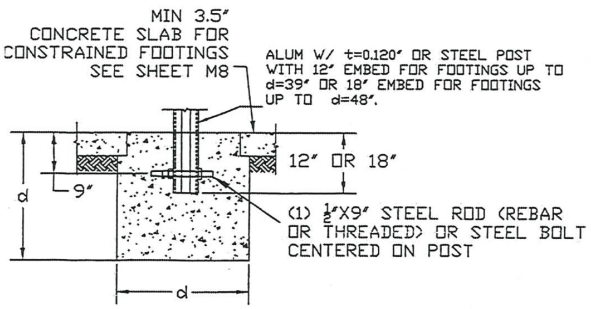


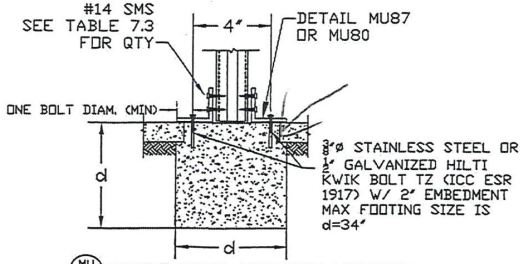
TABLE 7.7 SPECIFIES THE ALLOWABLE DISTANCE TO FIRST ROW OF POSTS

MU 106 STUCCO ATTACHMENT DETAIL WITH LEDGER BOARD

SEE PAGE MUSA02 FOR DETAIL MU107



MU 108 FREESTANDING OR ATTACHED POURED FOOTING



MU 109 SINGLE SPAN ATTACHED FOOTING

Revisions

FOUR SEASONS BUILDING PRODUCTS

FOUR SEASONS BUILDING PRODUCTS
5005 VETERANS MEMORIAL HWY
HOLBROOK, NY 11741
(631) 563-4000

JUL 19 2019

STATE OF TEXAS
CARL PUTNAM
93994
LICENSED PROFESSIONAL ENGINEER

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ATTACHMENT 5

City of Duncanville Planning Division
Development Services
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

December 29, 2021

Zoning File: 2022-03

Dear Property Owner:

Keith Rhynehart, Applicant and Owner, is requesting to include a Specific Use Permit "SUP" for a Carport on Green Hills 4th Inst 3rd Sec, Block 7, Lot 26, City of Duncanville, Dallas County, Texas, more commonly known as 1326 Meadow Green.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a public hearing on Monday, January 10, 2022, at 7:00 p.m. and a City Council public hearing will be held on Tuesday, February 1, 2022, at 7:00 p.m. in the City Hall Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by February 1, 2022, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux, AICP
Secretary, Planning and Zoning Commission

Enclosures

División de Planificación de la Ciudad de Duncanville
Servicios de Desarrollo
203 E. Wheatland Road
P. O. Box 380280
Duncanville TX 75138-0280
p) 972-707-3878
e) lromero@duncanville.com

Diciembre 29, 2022

Archivo de Zonificación: 2022-03

Estimado Propietario:

Keith Rhynehart, Solicitante y Propietario, está solicitando incluir un Permiso de Uso Específico "SUP" para una Cochera en Green Hills 4th Inst 3rd Sec, Block 7, Lot 26, Ciudad de Duncanville, Condado de Dallas, Texas, más comúnmente conocido como 1326 Meadow Green.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 10 de Enero de 2022 a las 7:00 p.m. y una audiencia pública del Concejo Municipal se llevará a cabo el Martes 1 de Febrero de 2022 a las 7:00 p.m. en las Cámaras del Concejo Municipal, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 1 de Febrero de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al secretario de la Ciudad o a Skye Thibodeaux, Secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico sthibodeaux@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente,

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-03 Keith Rhynehart, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for a Carport on Green Hills 4th Inst 3rd Sec, Block 7, Lot 26, more commonly known as 1326 Meadow Green, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for a carport.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, January 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, February 1, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by February 1, 2022, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor** of granting the zoning request.*

_____ *Not **in favor** of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

El siguiente formulario puede ser llenado y enviado por correo a:

Comisión de Planificación y Zonificación
Ciudad de Duncanville
A la atención de: Servicios de Desarrollo
P.O. Box 380280
Duncanville, TX 75138-0280

Caso No. 2022-03 Keith Rhynehart, solicitante y propietario, está solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir una cochera en Green Hills 4th Inst 3rd Sec, Block 7, Lot 26, más comúnmente conocido como 1326 Meadow Green, en la Ciudad de Duncanville, Condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir una cochera.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. Su propiedad no está siendo rezonificada.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 10 de Enero de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 1 de Febrero de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 1 de Febrero de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ A favor de conceder la solicitud de zonificación.

_____ No a favor de otorgar la solicitud de zonificación.

Mis razones son las siguientes:

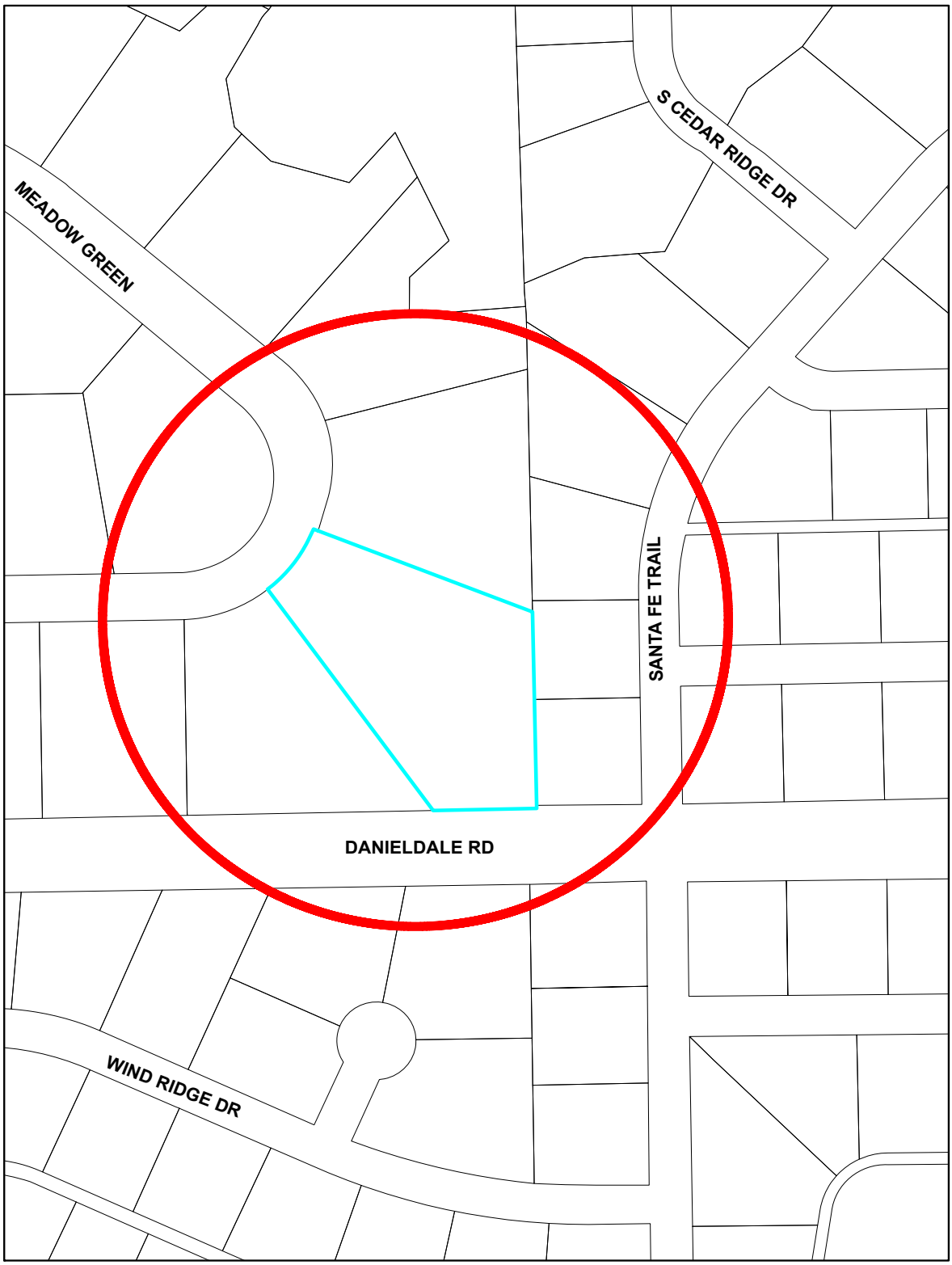
1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____


S CEDAR RIDGE DR
MEADOW GREEN
SANTA FE TRAIL
DANIELDALE RD
WIND RIDGE DR

ATTACHMENT 6

PRUITT ROSILYN & GLENN PRUIT
927 THISTLE GREEN LN
DUNCANVILLE, TEXAS 75137

AILLON GONZALO A
934 THISTLE GREEN LN
DUNCANVILLE, TEXAS 75137

SWANSON CHARLES R &
1311 GREEN TREE LN
DUNCANVILLE, TEXAS 75137

POLLOCK RAY L
20334 BRIGHTONWOOD LN
SPRING, TEXAS 77379

ZYLKA DIANE & GREGORY
1319 GREEN TREE LN
DUNCANVILLE, TEXAS 75137

SALDANA ALDO DANIEL &
1323 GREEN TREE LN
DUNCANVILLE, TEXAS 75137

GONZALEZ MARIA BELEN &
1315 MEADOW GRN
DUNCANVILLE, TEXAS 75137

SAVARESE FAMILY TRUST THE
1311 MEADOW GRN
DUNCANVILLE, TEXAS 75137

BURROWES KEITH E
1334 MEADOW GRN
DUNCANVILLE, TEXAS 75137

WARR GREGORY & DEBRA
1330 MEADOW GRN
DUNCANVILLE, TEXAS 75137

RHYNEHART KEITH
1326 MEADOW GRN
DUNCANVILLE, TEXAS 75137

OCKELS STEPHEN R
1302 MEADOW GREEN
DUNCANVILLE, TEXAS 75137

GIVENS ALEX JR &
1318 MEADOW GREEN
DUNCANVILLE, TEXAS 75137

BREEDLOVE JAMES W TRUST
1015 WIND RIDGE DR
DUNCANVILLE, TEXAS 75137

STOKES ELNORA J
1011 WIND RIDGE CIR
DUNCANVILLE, TEXAS 75137

NANCE FRANCES E LIVING TRUST
1218 DUNCANVILLE RD
DUNCANVILLE, TEXAS 75116

ORDINANCE NO. 2424

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SINGLE FAMILY RESIDENTIAL "SF-13" DISTRICT ZONING TO INCLUDE A SPECIFIC USE PERMIT "SUP" FOR A CARPORT ON GREEN HILLS, 4TH INST, 3RD SECTION, BLOCK 7, LOT 26, MORE COMMONLY KNOWN AS 1326 MEADOW GREEN, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE CONCEPTUAL SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended the Single Family Residential "SF-13" District zoning to include a Specific Use Permit "SUP" for a Carport on Meadow Green, 4th Inst, 3rd Section, Block 7, Lot 26, City of Duncanville, Dallas County, Texas, more commonly known as 1326 Meadow Green, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with the conceptual site plan, Exhibit B, as special conditions and as amended herein, subject to the following additional special conditions:

No additional special conditions.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of February, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

Approximately 1.7 acres on Green Hills, 4th Inst, 3rd Section, Block 7, Lot 26, more commonly known as 1326 Meadow Green, City of Duncanville, Dallas County, Texas.

EXHIBIT B

ATTACHMENT 4

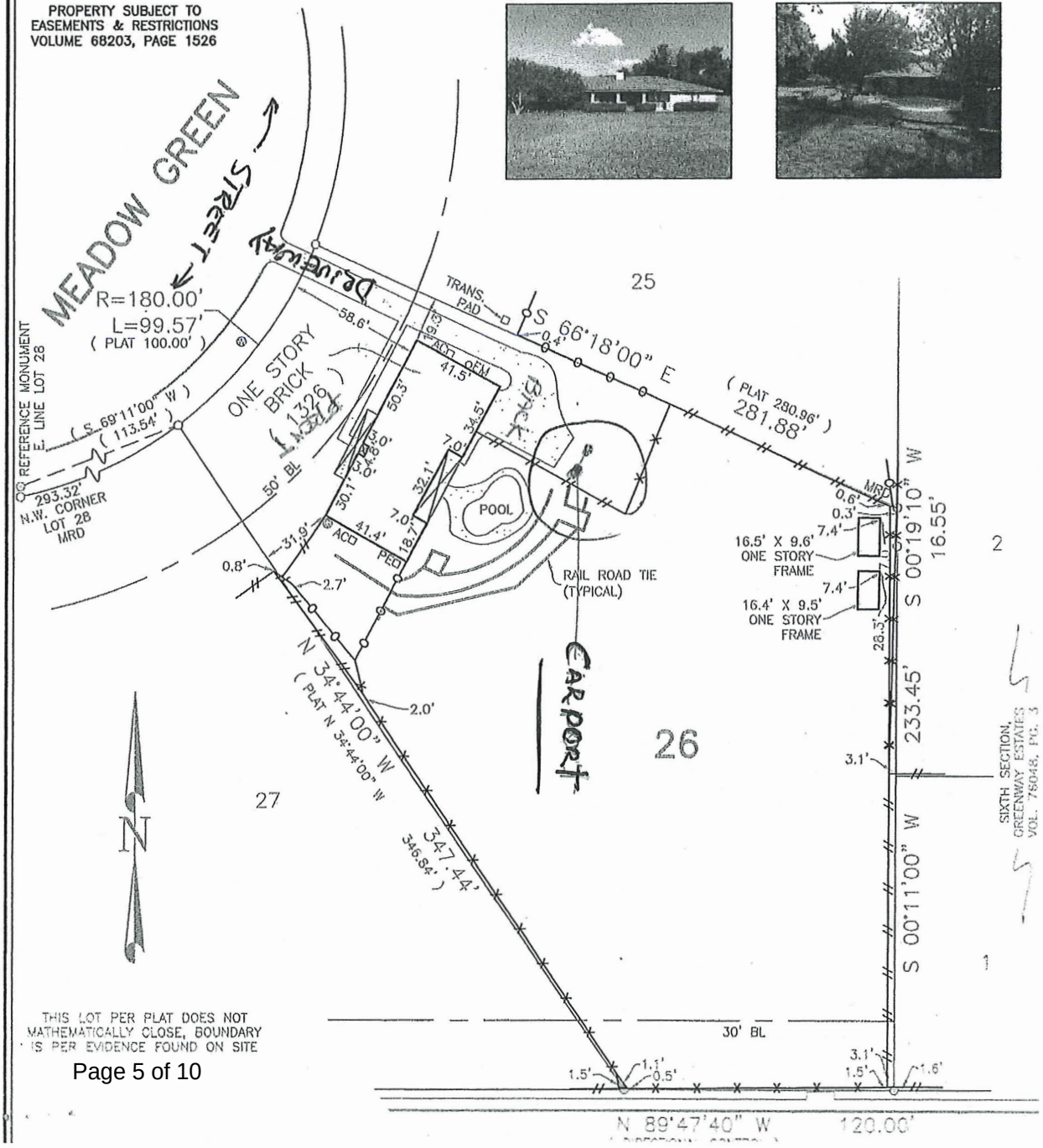
1529 E. I-30, STE. 106
GARLAND, TX 75043

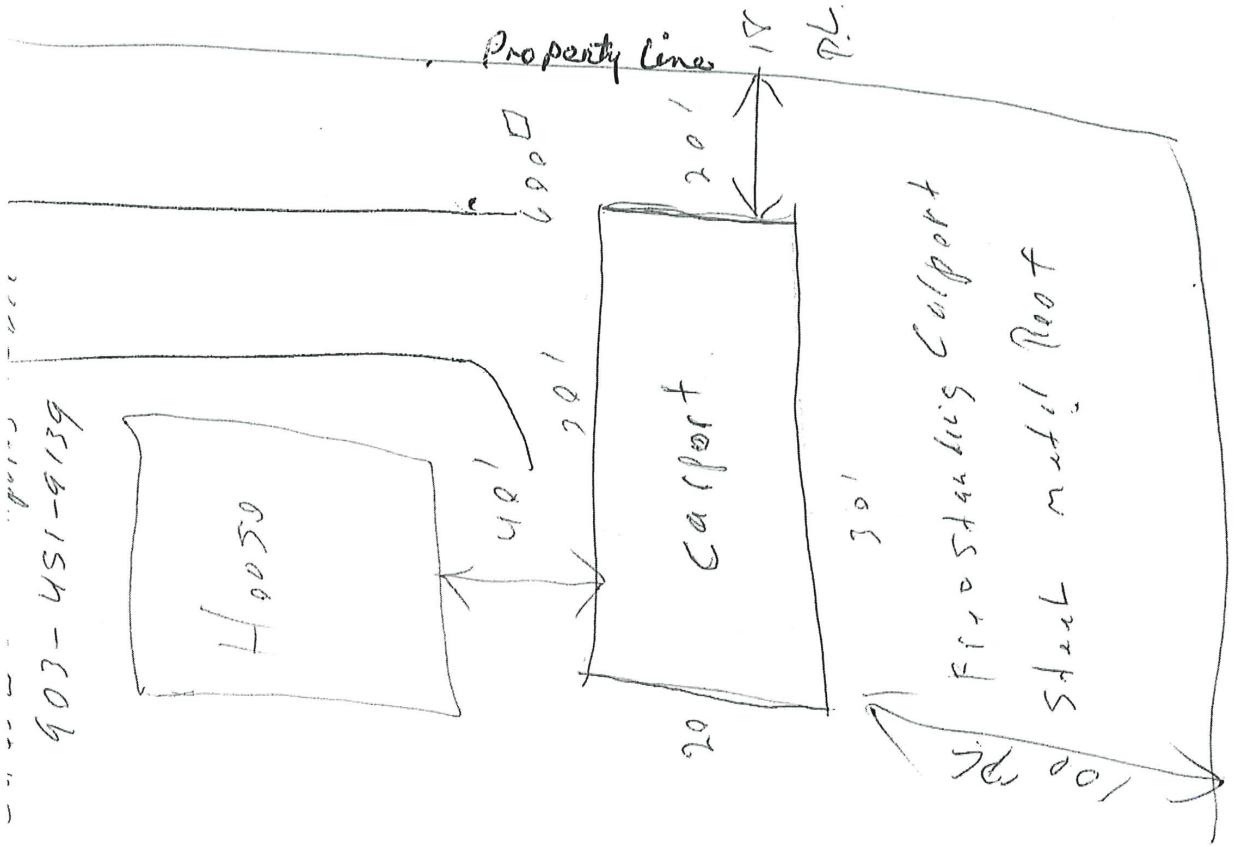
FIRM REGISTRATION NO. 10194052

SURVEY PLAT

RHODES Surveying ©
WWW.RHODESSURVEYING.COM

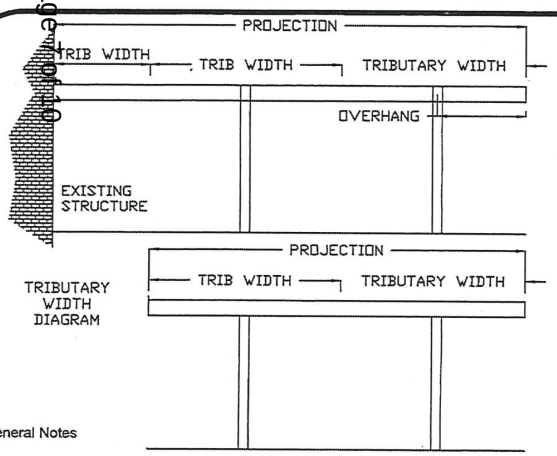
BRIAN S. RHODES Registered Professional Land Surveyor (972) 475-8940
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 1326 MEADOW GREEN, in the city of DUNCANVILLE Texas.
Lot No. 26, Block No. 7
of FOURTH INSTALLMENT THIRD SECTION GREEN HILLS, an addition in the city of DUNCANVILLE, DALLAS COUNTY Texas according to the MAP OR PLAT THEREOF RECORDED in VOLUME 71008 at PAGE 1432 of the PLAT records of DALLAS COUNTY, TEXAS.




Property Lines
20'
Carport
40'
20'
30'
Fire Station #15 Carport
Steel Metal Roof
903-451-9139

JW Carport & Construction
County Rd 2529
Eustace, Tx 75124
903-451-9139

Amanda Deck Job



General Notes

1. Structural design per the 2015 International Building Code basic load combinations described in Section 1605.3.1 and no increases are permitted for resisting wind or seismic forces. Aluminum design in accordance with the 2015 edition of the Aluminum Associations's specifications and Chapter 20 of the IBC. Patio Covers as defined in IBC Appendix I shall be used only for recreational, outdoor living purposes and not as carports, garages, storage rooms or habitable rooms. Commercial Covers may be used for these purposes. Carports must have at least two opens sides and have floor surfaces made of approved noncombustible material or asphalt.
2. At least one horizontal dimension (projection or width) of cover shall be less than 30'.
3. Concrete will meet the durability requirements of ACI-318-14 and have a minimum compressive strength (f'c) of 2500 psi. Patio structures may be attached to concrete slab without footings when the post load is 750 lbf or less and the frost depth is zero. Concrete shall be set back a minimum of 4" from edge or expansion joint of a slab. Posts attached on slab will conform to Details LA35, MU100 or MU102.
4. Each application shall show a complete plot plan of the property and buildings. Circle the post spacing, span, etc., in the tables that fit that particular job.
5. Each installation shall bear an identifying decal giving the name and address of mfgr., live or snow load, design wind speed and exposure and ICC ESR number.
6. Light gauge steel shall be per ASTM A653 unless otherwise specified. Grade will be specified under individual details. Thickness is bare steel. Negative thickness tolerance is -5%.
7. Alternate alum. alloys may be substituted for those specified provided they are referenced in the 2015 ADM with equal or greater guaranteed minimum properties (Ftu, Fty, Fcy and E). Thickness indicated is bare metal and negative tolerance must comply with ANSI H35.2. 3004 H24 may be subsituted for 3004 H34.
8. Lag screws shall be placed in holes prebored 70% diam. For concrete block construction, place masonry anchors as per the installation instructions.
9. Drainage which otherwise would go over a public sidewalk shall be collected and diverted under sidewalk.
10. Structures may not be enclosed unless additional engineering is provided or by approval of the local building authority.
11. A geotechnical investigation is not necessary unless required by 1803.2 of the 2012 IBC. Soil is assumed to be Class 5 of Table 1806.2 of the 2015 IBC. Bearing 1500 psf vert., 100 psf/ft. horiz and doubled as per 1806.3.4. These design values do not apply to mud, organic silts, organic ...vs, peat or unprepared fills and may require further soil investigation. The building official may ... load bearing capacity. Units in a snow load area of 25 psf or less may be built on 1000 ... w/o additional engineering. Minimum footing depth is the local frost depth.

12. The roof panels shall have a slope between 0.25" and 1" per foot.
13. All steel shall be galvanized ASTM A-653 G90, A123 G45 or A153 B-3, painted ASTM A755 or use an approved coating complying with IBC section 2203.2. Paint inside of all embedded posts from the bottom to 12" above grade. Where aluminum is in contact with dissimilar metals (other than stainless, aluminized or galvanized steel) or absorbent building materials, likely to be continuously or intermittently wet, the faying surfaces shall be painted or otherwise seperated in accordance with the Aluminum Design Manual Section M.7.
14. Wind velocity and Ground Snow/Live load are identified in all of the relevant tables. Roof snow loads have been determined in accordance with ASCE7-10 Section 7.3. Ct=1.2, I = 1.0, Ce=1.0 (All exposures except B and C when located tight among conifers)

Ground Snow Load	Applied Roof Load	
10 psf	10 psf	LIVE OR GROUND SNOW
20 psf	20 psf	LIVE OR GROUND SNOW
25 psf	21 psf	DESIGN ROOF SNOW LOAD
30 psf	25.2 psf	DESIGN ROOF SNOW LOAD
35.7 psf	30.0 psf	DESIGN ROOF SNOW LOAD
42 psf	35.3 psf	DESIGN ROOF SNOW LOAD
50 psf	42.0 psf	DESIGN ROOF SNOW LOAD
60 psf	50.4 psf	DESIGN ROOF SNOW LOAD

WIND SPEEDS IN THE 2015 IBC ARE "ULTIMATE DESIGN WIND SPEED." ALL STRUCTURES DESCRIBED IN THIS REPORT ARE DESIGNED USING PRESSURES CALCULATED FROM "ULTIMATE DESIGN WIND SPEEDS" FOR RISK CATEGORY II. FOR ATTACHED STRUCTURES THE MAXIMUM MEAN ROOF HEIGHT OF THE EXISTING STRUCTURE IS 30'. Kzt WAS ASSUMED AS 1.0 FOR ALL WIND LOADS. SITE LOCATIONS REQUIRING A HIGHER Kzt VALUE (ISOLATED HILLS, RIDGES, ESCARPMENTS) WILL REQUIRE HIGHER WIND LOADS AS PER ASCE7-10 SECTION 26.8 AND ARE OUTSIDE THE SCOPE OF THIS REPORT.

NOTE: EXPOSURE B: SHALL APPLY WHEN THE GROUND SURFACE ROUGHNESS CATEGORY B (URBAN AND SUBURBAN AREAS, WOODED AREAS, OR OTHER TERRAIN W/ NUMEROUS CLOSELY SPACED OBSTRUCTIONS HAVING THE SIZE OF A SINGLE FAMILY DWELLING OR LARGER) PREVAILS IN THE UPWIND DIRECTION FOR A DISTANCE OF AT LEAST 1500 FT.

EXPOSURE C: SHALL APPLY WHEN EXPOSURE B AND D (SMOOTH MUD FLATS, SALT FLATS, UNBROKEN ICE AND OTHER) DO NOT.

SEISMIC LOADING:
MAXIMUM Ss = 150% SHOWN IN 2015 IBC FIGURE 1613.3.1(1)
Ss >150% ARE NOT REQUIRED AS PER ASCE7-10 12.8.1.3
S1 NOT APPLICABLE TO THESE STRUCTURES
SITE CLASS = D
BASIC SEISMIC FORCE RESISTNG SYSTEM
POSTS EMBEDDED INTO FOOTINGS = ORDINARY STEEL MOMENT FRAME >> R=1.25
POSTS SURFACE MOUNTED = GENERIC SYSTEM >> R = 1.25
ANALYSIS PROCEDURE = EQUIVALENT LATERAL FORCE PROCEDURE
These roofs are not subject to maintainance workers and have not been evaluated for a 300 lbf concentrated load.
Maximum mean roof height of existing structure for attached units is 30'.

15. The width of single span attached solid cover structures must be at least 100% of the projection.
16. Multiple span units are allowed.
17. **All structures must comply with one of the following:**
    a. **All structures with a roof snow load of 30 psf or less may be built in Seismic Design Category (SDC) A-D up to the maximum Ss noted in General Note #14.**
    b. **Structures with flat roof design snow loads over 30 psf complying with IBC Section 1613.1 Exception #1 do not require additional seismic analysis.**
    c. **Structures not complying with (a) or (b) must have constrained footings and are limited by the Ss shown in Sections 2.0 or 5.0.**
18. All aluminum and steel solid panels are class A fire rated as indicated in IBC Section 1505.2 Exception #2.
19. All screws are self drilling (SDS) or sheet metal (SMS) and in conformance with ICC ESRs 1271, 1408, 1976. 2196, 3006, 3215, 3223, 3294, 3332, 3528, 3558, or equivalent and use head diameters equal to #8=$\frac{5}{16}$", #10= $\frac{3}{8}$", #12=$\frac{13}{32}$" and #14=$\frac{1}{2}$" or steel washers with similar diameters. All bolts are ASTM A307. All wood screws must comply with ANSI/ASME Standard B18.6.1 and AWC NDS-2015 11.1.5. All lag screws must comply with ANSI/ASME B18.2.1 and AWC NDS 11.1.4. All washers are ASTM F844 w/ Dimensions complying with ASME B18.22.1 Type A. Steel nuts to be ASTM A563. The minimum washer diameter for bolted connections is 1". All fasteners will have a minimum edge distanc of 2x the fastener diameter.

FOUR SEASONS BUILDING PRODUCTS
FOUR SEASONS BUILDING PRODUCTS
5005 VETERANS MEMORIAL HWY
HOLBROOK, NY 11741
(631) 563-4000

Revisions

JUL 19 2019

STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER

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CARLPUTNAM@COMCAST.NET

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Deck Job

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BUILDING PRODUCTS
FOUR SEASONS BUILDING PRODUCTS
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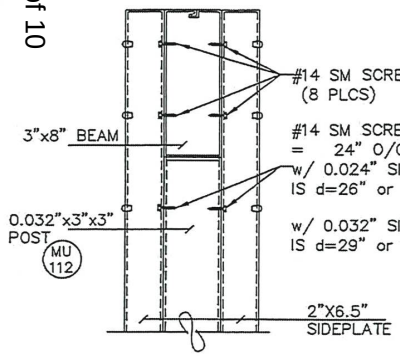
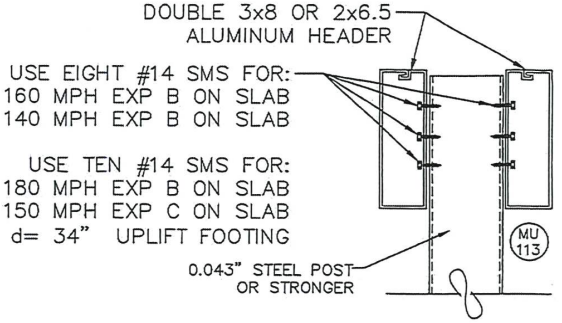
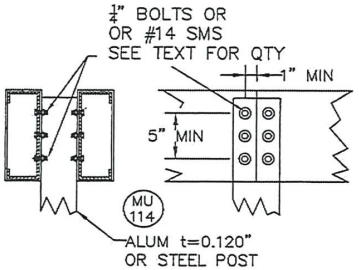






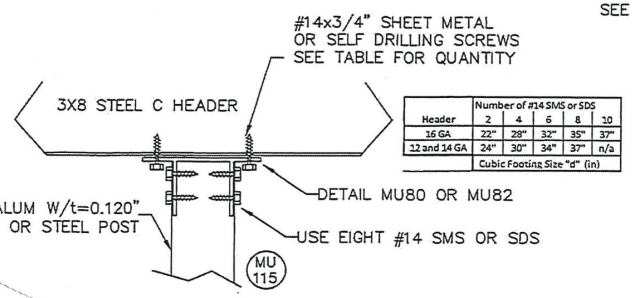
DOUBLE OR SINGLE 3"X8" STEEL C BEAM. BOLT LAYOUT FOR SPLICED AND NON-SPLICE ATTACHMENT

SINGLE 14 AND 16 GAUGE HEADERS USE FOUR ¼" BOLTS

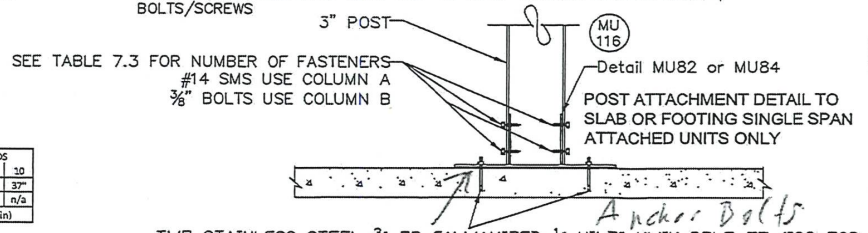
MAXIMUM UPLIFT FOOTING REQUIREMENTS

USE 4 BOLTS/SCREWS FOR d=33"
USE 6 BOLTS/SCREWS FOR d=39"
USE 8 BOLTS/SCREWS FOR d=43"
USE 10 BOLTS/SCREWS FOR d=46"
USE 12 BOLTS/SCREWS FOR d=49"
USE 14 BOLTS/SCREWS FOR d=52"

ALL C BEAMS USING TWICE THE "ON SLAB" SPACING REQUIRE FOUR ¼" BOLTS/SCREWS
ALL C BEAMS USING FOUR TIMES THE "ON SLAB" SPACING REQUIRE SIX ¼" BOLTS/SCREWS
ALL C BEAMS USING FIVE TIMES THE "ON SLAB" SPACING REQUIRE EIGHT ¼" BOLTS/SCREWS



Header	Number of #14 SMS or SDS				
	2	4	6	8	10
16 GA	22"	28"	32"	35"	37"
12 and 14 GA	24"	30"	34"	37"	n/a
	Cubic Footing Size "d" (in)				



TWO STAINLESS STEEL ⅜" OR GALVANIZED ½" HILTI KWIK BOLT TZ (ICC ESR 1917) W/ 2" EMBEDMENT
W/ 3/4"ø WASHERS FOR FOOTINGS UP TO d = 26"
ATTACHMENT TO 4" CONCRETE SLAB
FOR 10 PSF LIVE LOADS
TWO ANCHORS UP TO 140 MPH EXP B OR 120 MPH EXP C
FOR 20 PSF LIVE LOADS AND HIGHER
TWO ANCHORS FOR WINDS UP TO UP TO 160 MPH EXP C

Seasons ICC ESR 1953 (2015 IBC) 1/26/2017

Revisions

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6005 VETERAN'S MEMORIAL HWY
HOLBROOK, NY 11741

JUL 19 2019

STATE OF TEXAS
CARL PUTNAM
98994
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Carl Putnam, P. E.
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CARLPUTNAM@COMCAST.NET

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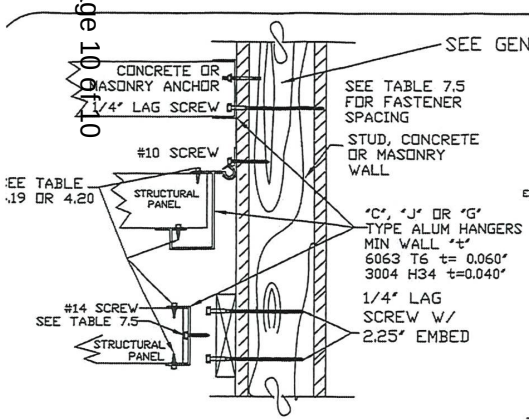


MU 105 LEDGER AND WALL ATTACHMENT

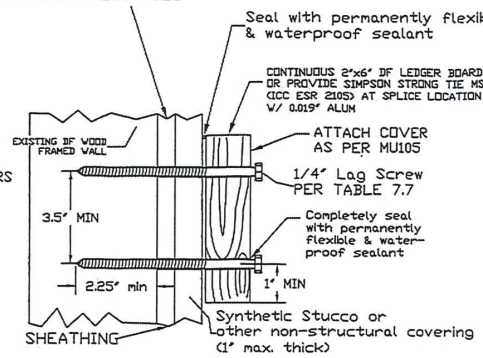
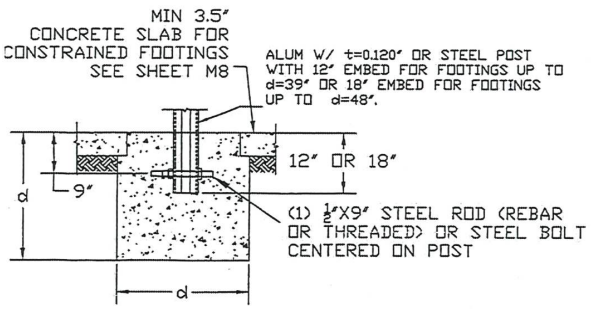


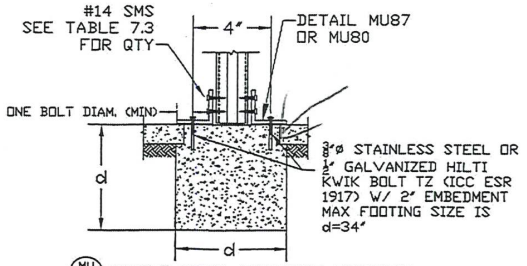
TABLE 7.7 SPECIFIES THE ALLOWABLE DISTANCE TO FIRST ROW OF POSTS

MU 106 STUCCO ATTACHMENT DETAIL WITH LEDGER BOARD

SEE PAGE MUSA02 FOR DETAIL MU107



MU 108 FREESTANDING OR ATTACHED POURED FOOTING



MU 109 SINGLE SPAN ATTACHED FOOTING

Revisions

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PROFESSIONAL ENGINEER

Carl Putnam, P. E.
3441 IVYLINK PLACE
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STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Public Hearing and Consider approval of an Ordinance amending the Code of Ordinances of the City of Duncanville, Texas, by repealing Chapter 12, "miscellaneous Offense and Provisions," by adding a amending Article 1 'In General', Section 12-3 'Loud and Raucous Noise' in its entirety and replacing it with the new section 12-3 'Loud and Raucous Noise'; providing a repealing clause; providing for a severability clause; providing a savings clause; providing for a penalty of a fine not to exceed the sum of two thousand dollars ($2,000.00); and providing for an effective date.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Mark LiVigni, Chief of Police
Matthew Stogner, Assistant Chief of Police

BACKGROUND/HISTORY:
On October 19, 2021, the City Council received a briefing on our current noise ordinance and obtained direction for the possibility of revamping or amending the noise ordinance. Staff provided Southwest Regional Cities noise ordinances as examples. Council directed staff to research other Texas city noise ordinances to determine if any other cities use a specifically objective standard (measurement) in their code of ordinances, or some hybrid of an objective measurement and a reasonable standard.

On November 16, 2021, the City Council was provided the additional cities noise ordinances which provided several differing objective measurements and reasonable standards. Staff also briefed city council on historical police responses to minor noise disturbances. Council asked staff to consider incorporating certain prohibitions and exceptions into ordinance.

On December 21, 2021, the City Council was provided an amended ordinance that provided information on prohibitions, applicable defenses, habitual offenders or locations section, and enforcement information.

POLICY EXPLANATION:
Municipal ordinances governing noise within the State of Texas are typically based on either a person of reasonable sensibility standard or an objective standard based on a presumptive decibel reading. Our current loud and raucous noise ordinance is based on a reasonable sensibility standard, which is a subjective standard that has been objectively recognized by the courts. There is a subsection of the Texas Disorderly Conduct statute, penal code 42.01(a)(5), which provides an objective standard of noise under subsection (c)(5) of the same statute. That standard is 85 decibels, a presumptive scientific measure of sound based on a variation in pressure the human ear can detect.

Both our ordinance and the referenced subsection of Texas Penal Code 42.01 are class C misdemeanors, which means both offenses are referred to municipal court for prosecution. Citizens can be held accountable by either statute.

The Police Department supervisory staff with advice from the City Attorney's office, proposes adding sections to our ordinance for applicable defenses, habitual offenders or locations, and enforcement information to our ordinance.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Ordinance No. - 1749R - Repealing Noise Ordinance

ORDINANCE NO. 1794R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE, TEXAS, BY REPEALING CHAPTER 12, "MISCELLANEOUS OFFENSES AND PROVISIONS," BY ADDING AN AMENDING ARTICLE 1 'IN GENERAL', SECTION 12-3 'LOUD AND RAUCOUS NOISE' IN ITS ENTIRETY AND REPLACING IT WITH NEW SECTION 12-3 'LOUD AND RAUCOUS NOISE'; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is a home rule city under the laws of the State of Texas and is duly incorporated; and

WHEREAS, the City Council of the City has determined that the amendment of said section best serves the general welfare of the City and its residents to promote the health, safety, and welfare of the public.

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

SECTION 1. That Chapter 12, "Miscellaneous Offenses and Provisions," of the Duncanville Code of Ordinances is hereby amended by repealing Article I, "In General", Section 12-3 "Loud and raucous noise" in its entirety and replacing it with a new Section 12-3 'Loud and raucous noise' to hereinafter read as follows:

"CHAPTER 12 - MISCELLANEOUS OFFENSES AND PROVISIONS

ARTICLE I. IN GENERAL

Sec. 12-1. - Reserved.

. . . . .

Sec. 12-3. - Loud and raucous noise.

(a) It shall be unlawful for any person to make, cause or allow to be made any unreasonably loud or raucous noise within the city which may be offensive to a reasonable person of normal sensitivity within the area of audibility as provided in this Section.

(b) Prohibitions - The following acts are deemed to create unreasonably loud or raucous noise in violation of Section (a), and shall be deemed to be prima facie evidence of a violation of sections; such enumerated acts shall not be deemed exclusive:

1) The playing of any horn, radio, musical instrument or other loud-speaking or noise-making device or attachment, or vocal shouting or outcry for purposes of selling anything, in a public or private place, in such a manner or volume as to disturb the peace, quiet, and comfort of a reasonable person of normal sensitivity. It shall be a defense to an offense charged under this subsection if the noise results from or is caused by the usual and reasonable operation of railroads, the reasonable use of automobile warning signals or horns, the reasonable ringing of church bells, or the reasonable or ordinary noises attendant upon athletic contests or lawful public or semipublic meetings, parades, celebrations, or children at play.

2) The playing of any horn, radio, musical instrument, or other loud-speaking or noise-making device or attachment on any premises under the ownership, management, or control of such person, when such premises are being used as a place of business, in such a manner or volume as to disturb the peace or to be unreasonably offensive to reasonable persons of normal sensitivity in the vicinity or occupants of other premises in the vicinity.

3) To create, make, cause, or allow to be made by any means any loud and disturbing noise, including noise from vehicle repairs or exhaust, construction or combustion engines, which may disturb a reasonable person of normal sensitivity in the vicinity of any public or private place after 10:00 p.m. and before 7:00 a.m.

4) Operating of or in control of a motor vehicle by operating in either a public or private place while playing any sound amplifier which is part of, or connected to, the vehicle stereo system or any other similar device in the motor vehicle, in such a manner that when operated, it is audible at a distance of 30 feet from the source or causes a reasonable person of normal sensitivity to be aware of the vibration accompanying the sound at a distance of 30 feet from the source.

(c) Defenses – It shall be a defense to a violation of this Section if any person is engaged individually or acting in concert with others as follows:

1) *Motor vehicles on city trafficways* – motor vehicles on trafficways of the City provided unless such conduct violates Section 12-3(a)(b)(1).
2) *Utility repairs* – Repairs of utility which pose a clear and immediate danger to life, health, or significant loss of property

3) *Emergency sirens, whistles, etc.* – operation by governmental entities of sirens, whistles, alarms, or noise used to alert persons of emergency or operation of public safety vehicles.
4) *Repairs or excavations* – repairs or excavations of bridges, streets, or highways by or on behalf of the city, the State, or the federal government, or its authorized contractors.
5) *Outdoor school and playground activities* – reasonable activities conducted on public school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to athletic and entertainment events.
6) Other events special events **permitted** by the city

(d) Habitual offenders or locations – If the same residence, business, or vehicle is the source of three or more violations in a continuing twenty-four -month period and ownership has not changed for that residence, business, or vehicle, and each such subsequent violation the maximum fine allowable may be assessed upon conviction.

(e) Enforcement –

1) The City Police Department and its officers will have primary responsibility for the enforcement of the noise ordinance contained herein. Nothing in this article shall prevent the Police Department and its officers from obtaining voluntary compliance by way of warning, notice, or education.
2) If a person's conduct would otherwise violate this section and consists of loud noise speech or communication not based on control by noise levels; of a gathering with others to hear or observe speech or communication; or of a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political, or religious questions; the person may be ordered to, and have the opportunity to move, disperse, or otherwise remedy the violation prior to enforcement of this section."

SECTION 2. That all ordinances of the City of Duncanville, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville, Texas as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense.

SECTION 6. That this ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

SECTION 7. This Ordinance shall take effect immediately upon adoption.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 1st day of February, 2022.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Consider an Ordinance amending the operating budget for FY 2021-2022 by allocating Three Million, Seven Hundred and Fifteen Thousand Dollars ($3,715,000) of the American Rescue Plan Act funds to fund approved recommendations.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator and Strategic Planning

BACKGROUND/HISTORY:
This item amends the FY 2021-22 Operating Budget adding the American Rescue Plan Act funding allocations approved by City Council on January 18, 2022, by Resolution No. 2022-010.

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, and provides funding for state and local aid to mitigate fiscal effects from the COVID-19 pandemic. The City of Duncanville is to receive $9,600,000 in funding in two tranches. The first tranche of $4,800,000 was received in August of 2021. The second tranche is expected to be received in the Spring/Summer of 2022. These funds must be committed by December 31, 2024, and completely spent by December 31, 2026. The U.S. Department of the Treasury has issued guidelines on eligible uses.

The recommendations approved by Council on January 18, 2022, include:
1. City of Duncanville Employees - Premium Pay to Essential Workers ($1,300,000)
2. Small Business Grants ($350,000)
3. Facility generators and Ventilation Improvements ($1,695,000)
4. Digital Literacy and Youth Leadership Program ($70,000)
5. Other Public Safety and General Needs ($300,000)

Each of the approved program recommendations will be presented to Council individually, to outline additional details, spending plan, and evaluation matrix where feasible. All expenditure over $50,000 will require Councils approval. Staff will return to Council at a future date to discuss the best uses of the remaining $5,885,000 in unallocated funds.

POLICY EXPLANATION:
Council approval is required to amend the adopted operating budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
NA

ATTACHMENTS:
Ordinance No. - 2427 - FY 2021-22 Operating Budget Amendment - APRA Allocations

ORDINANCE NO. 2427

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2021-2022 BY ALLOCATING THREE MILLION SEVEN HUNDRED AND FIFTEEN THOUSAND ($3,715,000) OF AMERICAN RESCUE PLAN FUNDS TO FUND APPROVED RECOMMENDATIONS; THAT THE BALANCE OF THE OPERATING BUDGET, AS AMENDED, EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2021-2022 Operating Budget by Ordinance 2409 on August 31, 2021, appropriating the necessary funds out of general revenues, grants, and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

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

WHEREAS, the City of Duncanville received the first tranche of $4,800,000 in August of 2021 of American Rescue Plan Act funds; and

WHEREAS, City Council approved American Rescue Plan Act fund allocations on January 18, 2022; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for FY 2021-22.

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

SECTION 1. That the Operating Budget for the Fiscal Year 2021-2022 be amended by adding American Rescue Plan Act fund allocation of Three Million, Seven Hundred and Fifteen Thousand Dollars ($3,715,000) to use for the approved programs and expenditures.

SECTION 2. That the balance of the Operating Budget, as amended, except as amended herein, shall be in full force and effect.

SECTION 3. That all provisions of this ordinance of the City of Duncanville in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, phrase, paragraph, or section of this Ordinance be held to be unconsitutional, illegal or invalid, the same shall not affect the validility of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Ordinance as a whole.

SECTION 5. That this Ordinance amendement shall take effect immediately from and after its passage as the law and charter in such cases provide.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Consider a Resolution approving the usage of American Rescue Plan Act Funding to purchase Body Worn Camera Equipment from Axon Enterprise for Calendar Year 2022.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.**

STAFF RESPONSIBLE:
Jeremy Tennant, Neighborhood Services Manager
Jesse Rodela, Interim IT Director
Jennifer Otey, Budget Administrator
Greg Chase, Assistant Fire Chief

BACKGROUND/HISTORY:
Last Fiscal Year, Duncanville City Administration identified the lack of having body-worn cameras for Neighborhood Service Officers, Health Inspectors and Building Officials as a potential obstacle to employee safety, thorough complaint investigations and increased customer service. American Rescue Plan Act funding has been identified as an initial funding source to purchase body-worn cameras and associated equipment.

On January 18, 2022, Council moved to approve proceeding forward with allotting roughly $25,000 for the purchase of the body-worn cameras and associated equipment. However, upon further review staff identified that the best approach would be to purchase the Axon equipment upfront for a total cost of $65,852.02 as opposed to incremental payments of $13,170.40 over a duration of 5 years at $13,170.40.

Staff is finalizing the internal body-worn camera policy that will be adhered to moving forward should Council approve the Resolution and purchase request.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
American Rescue Plan Act

Available Budget	**Purchase Amount**	**After Encumber**
$65,852.02	$65,852.02	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-012 - Body Worn Camera Resolution
Duncanville Axon Contract

RESOLUTION NO. 2022-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE USAGE OF AMERICAN RESCUE PLAN ACT FUNDING TO PURCHASE BODY WORN CAMERA EQUIPMENT FROM AXON ENTERPRISE FOR CALENDAR YEAR 2022; PROVIDING FOR ADMINISTRATION; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is in receipt of funds from the United States Treasury Department under the American Rescue Plan Act also known as the "ARPA"; and

WHEREAS, the City of Duncanville is a local government defined by the Texas Government Code § 791.003(4)(A); and

WHEREAS, the City of Duncanville desires that neighborhood service officers health inspectors and fire marshals are provided the opportunity to receive equipment assistance through the available ARPA funding; and

WHEREAS, the City Council of the City of Duncanville finds it to be in the public interest to equip neighborhood service officers, health inspectors and fire marshals with body worn cameras.

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

SECTION 1. That the City of Duncanville hereby approves the usage of the ARPA funds allocated to Duncanville as follows:

A. To purchase body-worn camera and equipment

SECTION 2. This resolution shall become effective immediately upon approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of February, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-338425-44573.817SM

Issued: 01/12/2022
Quote Expiration: 02/28/2022
EST Contract Start Date: 02/15/2022
Account Number: 170572
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Duncanville Police Department 203 East Wheatland Road Duncanville, TX 75116 USA	Duncanville IT TRAINING DIVISION 203 E. WHEATLAND ROAD Duncanville, TX 75116 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Sean Maher Phone: Email: smaher@axon.com Fax:	Jesse Rodela Phone: 972-707-3874 Email: jrodela@ci.duncanville.tx.us Fax:

Program Length	60 Months
TOTAL COST	$65,852.02
ESTIMATED TOTAL W/ TAX	$65,852.02

Bundle Savings	$12,621.99
Additional Savings	$7,316.89
TOTAL SAVINGS	$19,938.88

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jan, 2022	$13,170.42
Year 2	Jan, 2023	$13,170.40
Year 3	Jan, 2024	$13,170.40
Year 4	Jan, 2025	$13,170.40
Year 5	Jan, 2026	$13,170.40

Quote Details

Bundle Summary		
Item	**Description**	**QTY**
AB3C	AB3 Camera Bundle	10
AB3MBD	AB3 Multi Bay Dock Bundle	1
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2
BWCamTAP	Body Worn Camera TAP Bundle	10
ProLicense	Pro License Bundle	3
BasicLicense	Basic License Bundle	10
DynamicBundle	Dynamic Bundle	1
AB31BD	AB3 1-Bay Dock Bundle	2
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2

Bundle: AB3 Camera Bundle Quantity: 10 Start: 2/15/2022 End: 1/31/2027 Total: 6291 USD

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10
Camera Mount	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	11
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11

Bundle: AB3 Multi Bay Dock Bundle Quantity: 1 Start: 2/15/2022 End: 1/31/2027 Total: 1385.01 USD

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 2 Start: 2/15/2022 End: 1/31/2027 Total: 3186.01 USD

Category	Item	Description	QTY
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2

Bundle: Body Worn Camera TAP Bundle	Quantity: 10	Start: 2/15/2022	End: 1/31/2027	Total: 15120 USD
Category	**Item**	**Description**		**QTY**
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)		10
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE		10
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO		10

Bundle: Pro License Bundle	Quantity: 3	Start: 2/15/2022	End: 1/31/2027	Total: 6318 USD
Category	**Item**	**Description**		**QTY**
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)		3
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-		9

Bundle: Basic License Bundle	Quantity: 10	Start: 2/15/2022	End: 1/31/2027	Total: 8100 USD
Category	**Item**	**Description**		**QTY**
E.com License	73840	EVIDENCE.COM BASIC LICENSE		10
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-		10

Bundle: Dynamic Bundle	Quantity: 1	Start: 2/15/2022	End: 1/31/2027	Total: 24120 USD
Category	**Item**	**Description**		**QTY**
Other	80146	VIRTUAL BODYCAM STARTER		1
Other	73680	RESPOND DEVICE PLUS LICENSE-		10
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE-		10

Bundle: AB3 1-Bay Dock Bundle	Quantity: 2	Start: 2/15/2022	End: 1/31/2027	Total: 360 USD
Category	**Item**	**Description**		**QTY**
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK		2
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		2

Bundle: Body Worn Camera Single-Bay Dock TAP Bundle	Quantity: 2	Start: 2/15/2022	End: 1/31/2027	Total: 972 USD
Category	**Item**	**Description**		**QTY**
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)		2
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE		2
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO		2

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/12/2022

Q-338425-44573.817SM

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-338425-44586.792SM

Issued: 01/25/2022
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Account Number: 170572
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Duncanville Police Department 203 East Wheatland Road Duncanville, TX 75116 USA	Duncanville IT TRAINING DIVISION 203 E. WHEATLAND ROAD Duncanville, TX 75116 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Sean Maher Phone: Email: smaher@axon.com Fax:	Jesse Rodela Phone: 972-707-3874 Email: jrodela@ci.duncanville.tx.us Fax:

Program Length	60 Months
TOTAL COST	$65,852.02
ESTIMATED TOTAL W/ TAX	$65,852.02

Bundle Savings	$12,621.99
Additional Savings	$7,316.89
TOTAL SAVINGS	$19,938.88

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Upfront	Jan, 2022	$65,852.02

Quote Details

Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	10
AB3MBD	AB3 Multi Bay Dock Bundle	1
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2
BWCamTAP	Body Worn Camera TAP Bundle	10
ProLicense	Pro License Bundle	3
BasicLicense	Basic License Bundle	10
DynamicBundle	Dynamic Bundle	1
AB31BD	AB3 1-Bay Dock Bundle	2
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2

Bundle: AB3 Camera Bundle Quantity: 10 Start: 2/15/2022 End: 1/31/2027 Total: 6291 USD

Category	Item	Description	QTY
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Camera Mount	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	11
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11

Bundle: AB3 Multi Bay Dock Bundle Quantity: 1 Start: 2/15/2022 End: 1/31/2027 Total: 1385.01 USD

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 2 Start: 2/15/2022 End: 1/31/2027 Total: 3186.01 USD

Category	Item	Description	QTY
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2

Bundle: Body Worn Camera TAP Bundle Quantity: 10 Start: 2/15/2022 End: 1/31/2027 Total: 15120 USD

Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10

Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	10
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	10

Bundle: Pro License Bundle Quantity: 3 Start: 2/15/2022 End: 1/31/2027 Total: 6318 USD

Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	3
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	9

Bundle: Basic License Bundle Quantity: 10 Start: 2/15/2022 End: 1/31/2027 Total: 8100 USD

Category	Item	Description	QTY
E.com License	73840	EVIDENCE.COM BASIC LICENSE	10
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	10

Bundle: Dynamic Bundle Quantity: 1 Start: 2/15/2022 End: 1/31/2027 Total: 24120 USD

Category	Item	Description	QTY
Other	80146	VIRTUAL BODYCAM STARTER	1
Other	73680	RESPOND DEVICE PLUS LICENSE-	10
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE-	10

Bundle: AB3 1-Bay Dock Bundle Quantity: 2 Start: 2/15/2022 End: 1/31/2027 Total: 360 USD

Category	Item	Description	QTY
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	2
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	2

Bundle: Body Worn Camera Single-Bay Dock TAP Bundle Quantity: 2 Start: 2/15/2022 End: 1/31/2027 Total: 972 USD

Category	Item	Description	QTY
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	2
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	2
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	2

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/25/2022

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Consider a Resolution approving the Interlocal Agreements between the City of Desoto, Texas and the City of Duncanville, Texas to partner in the Crisis Assessment and Resource Engagement (CARE) Team to provide prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require Police Patrol or Fire Rescue Response, Emergency Hospitalization, or Arrest/Incarceration. The term of the agreement shall begin on May 1, 2022, and end on April 30, 2023, unless terminated earlier under any provisions in the Interlocal Agreement. The parties may mutually agree on an extension to this agreement by written amendment and mutual approval of the parties.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Mark LiVigni, Chief of Police
Matthew Stogner, Assistant Chief of Police

BACKGROUND/HISTORY:
The City of DeSoto applied for and was awarded the Dallas County New Directions Public Safety Grant. This grant was created to "address the crisis of criminalization, mental health, poverty, and homelessness by using alternatives to police response and incarceration to more appropriately address the needs of Dallas County residents."

The City of DeSoto proposed the pilot of a Regional CARE Team composed of police officers from its regional partners who will work alongside medical personnel, licensed social service providers and victim assistance coordinators. The City of DeSoto has invited the Duncanville Police Department, as one of its regional partners, to be part of the CARE Team.

The CARE Team's primary objectives are prevention and follow-up services, provide/identify appropriate resources and services and lessen the frequency and/or divert the need for emergency response.

The mission of the CARE Team is:

- Decrease community reliance on 9-1-1 for mental health services,
- Reduce direct police patrol response to mental health related calls for service and repeat emergency detentions,
- Decrease mental health population in the courts/jail system,
- Connect persons who suffer from behavioral health issues to community-based resources,
- Provide support (education, intervention, referral) to families of those who suffer from behavioral health issues,

- Assist the victims of violent crime to receive applicable financial compensation and/or other resources, and
- Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county wide data for use in allocation and/or addition of resources

Since October 2020, Duncanville patrol officers transported 194 patients who were a danger to themselves or others and exhibited mental illness. Many of these patients are repeat callers or subjects of repeat calls for service. This is often due to lack of alternatives to calling 9-1-1, or the subject stopped taking their medication or ran out of medication.

Even though police personnel, in these cases, are “apprehending” these patients for evaluation and not criminal arrests, these patients are often quite unpredictable and many confrontations end in a use of force by our personnel. Anytime force is used to effect an “arrest” the officer and or the subject being arrested have a much higher risk of injury. When such incidents turn truly tragic for the patient, others often wonder if a serious injury or worse was what a mental health consumer deserved.

If the Police Department is approved to participate in the regional CARE Team the officer selected would come from the current Police Department staffing. In addition, the salary, office equipment, technology, police clothing, and training/travel for the police officer selected for this position will be reimbursed from the grant on a quarterly basis. The CARE Team would conduct free specialized training for all police personnel to assist in the response and handling of mental health related calls for service. Finally, our officer assigned to the CARE Team would primarily work on cases within the City of Duncanville.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
To Be Determined by Finance.

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-013 - City of DeSoto ILA and Dallas County Sub-Recipient Agreement for the CARE Team (Mental Health Unit)

RESOLUTION NO. 2022-013

CONSIDER A RESOLUTION APPROVING THE INTERLOCAL AGREEMENTS BETWEEN THE CITY OF DESOTO, TEXAS AND THE CITY OF DUNCANVILLE, TEXAS TO PARTNER IN THE CRISIS ASSESSMENT AND RESOURCE ENGAGEMENT (CARE) TEAM TO PROVIDE PREVENTION AND FOLLOW-UP ACTIVITIES IN RESPONSE TO INDIVIDUALS AND THEIR FAMILIES/SUPPORT SYSTEMS EXPERIENCING BEHAVIORAL HEALTH NEEDS IN ORDER TO LESSEN THE FREQUENCY OF CRISIS INTERVENTIONS THAT REQUIRE POLICE PATROL OR FIRE RESCUE RESPONSE, EMERGENCY HOSPITALIZATION, OR ARREST/INCARCERATION. THE TERM OF THE AGREEMENT SHALL BEGIN ON MAY 1, 2022, AND END ON APRIL 30, 2023, UNLESS TERMINATED EARLIER UNDER ANY PROVISIONS IN THE INTERLOCAL AGREEMENT. THE PARTIES MAY MUTUALLY AGREE ON AN EXTENSION TO THIS AGREEMENT BY WRITTEN AMENDMENT AND MUTUAL APPROVAL OF THE PARTIES.

WHEREAS, the City Council for the City of Duncanville desires to enter into a Sub-Recipient Agreement, Dallas County New Directions in Public Safety Grant, with Dallas County for the Crisis Assessment and Resource Engagement Team; and

WHEREAS, the City Council for the City of Duncanville desires to enter into an Interlocal Agreement with the City of DeSoto for the Crisis Assessment and Resource Engagement Team; and

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that entering into the Interlocal Agreement with the City of DeSoto and the Sub-Recipient Agreement with Dallas County, is necessary and in the best interest of the health, safety, and welfare of the citizens of the City of Duncanville; and

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

SECTION 1. That the City Council for the City of Duncanville hereby authorizes, approves, and accepts the terms and conditions of the Interlocal Agreement, the Crisis Assessment and Resource Engagement Team, with the City of DeSoto and the Sub-Recipient Agreement, the Dallas County New Directions in Public Safety Grant, with Dallas County as described in Exhibits A and B.

SECTION 2. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute said Interlocal Agreement, the Crisis Assessment and Resource Engagement Team, with the City of DeSoto and the Sub-

Recipient Agreement, the Dallas County New Directions in Public Safety Grant, with Dallas County, and any necessary documents to conform to this Resolution.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of February, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

THE STATE OF TEXAS §
§
§
THE COUNTY OF DALLAS §

DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT
SUB-RECIPIENT AGREEMENT

1. RECITALS:

This Agreement is entered into by and between City of DeSoto, Texas (hereinafter, "Grantee"), and the City of Duncanville, Texas, (hereinafter "Sub-Grantee"), herein referred to individually as a "Party" or collectively as the "Parties." This Agreement is made under the authority of Texas Government Code, Chapter 791, for certain management services, as identified in the New Directions Grant.

WHEREAS, the Dallas County, Texas (hereinafter, "Grantor") has authorized funding for its New Directions in Public Safety Grant program (hereinafter "New Directions"); and

WHEREAS, the Grantee was selected for the New Directions program and the Grantee will be provided funds by the Grantor ("Funds") as detailed herein in order for the Grantee to execute certain management services; and

WHEREAS, the Grantor has funded the New Directions program and seeks to work collaboratively with the Grantee in order to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the proposals funded by this New Directions will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research in their development of an evaluation tool to monitor the effectiveness of the management services developed by the cities; and

WHEREAS, the Grantee desires to contract with the Sub-Grantee to assist in fulfilling the responsibilities of Grantee as set out in the Interlocal Agreement between Dallas County and the City of DeSoto for the New Directions in Public Safety Grant Program (New Direction Grant); and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin on May 1, 2022 and end on April 30, 2023, unless terminated earlier under any provision hereof. The Parties may mutually agree on an extension to this Agreement by written amendment and mutual approval of the Parties. This agreement is contingent upon and subject to the terms of the New Directions Grant.

(a) This Agreement shall be contingent upon and shall be deemed terminated upon the termination of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Grantor and the Grantee.

3. SCOPE OF SERVICES AND OBLIGATIONS:

a) The Grantee shall distribute the Funds to Sub-Grantee in accordance with the guidance as detailed in New Directions Grant attached to and incorporated herein as **(Exhibit A)** as may be revised between Grantee and Grantor provided that such revision does not materially change the rights or obligations of the Sub-Grantee.

b) Among other obligations, the Sub-Grantee shall provide any requested information related to this Agreement, the New Directions program, or any related details to the University of Texas at Dallas Institute of Urban Policy Research.

c) Sub-Grantee shall comply with any and all obligations detailed in the Care Team Agreement Between City of DeSoto and City of Duncanville attached to and incorporated herein as (**EXHIBIT B)**.

4. TERMS AND CONDITIONS:

Grantee agrees to provide Funds to Sub-Grantee for approved expenses incurred and for documented units of services performed, subject to the following limitations:

(a) Not to Exceed Amount. Sub-Grantee understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed the amount set out in the BSW Care Team Task Force Agreement executed by the Parties unless a formal written amendment is executed by the Parties.

(b) Sub-Grantee agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by the New Directions Grant, on a quarterly basis to the Grantee. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.

(c) Grantee will make payment to Sub-Grantee upon receipt of Funds from Grantor and subject to all terms and conditions of the New Directions Grant.

5. PARTIES TO BE BOUND:

Parties hereby agree to be bound by the terms and conditions included in the New Directions Grant attached to and incorporated herein as **(Exhibit A)**, as detained in Section 31 Subcontracting, including but not limited to the following:

(a) Indemnification. **THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMMISSIONS, OR OTHER TORIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWIASE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSE BY THE JOINT OR COMPARATEIVE NEGLIGENCE OF THE PARITES, OR THEIR EMPLOEYEES, AGENTS, OR OFFICERS, SHALL BE DETEMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.**

(b) Insurance. Parties agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. Parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

(c) Governing Law and Venue. This Agreement is performable and enforceable in Dallas County, Texas and shall be interpreted according to the laws of the State of Texas. The Parties hereby consent to and waive any and all objections to venue in the District Court of Dallas County or the Federal District Court encompassing said county. Said Courts shall be the sole and exclusive venue for any and all litigation, special proceedings, or proceedings between parties arising out of or in connection with this Agreement.

6. TERMINATION:

(a) This Agreement shall be subject to the same termination terms as included in the New Directions Grant with the Sub-Grantee having the authority to stand in the place of the Grantee and the obligation to comply with all relevant terms applicable thereto.

7. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

If intended for Grantee:	With a copy to:
City of DeSoto Attn: Brandon Wright City Manager 211 E. Pleasant Run Road, Suite A DeSoto, Texas 75115 Phone: (972) 274-2489	Joseph J. Gorfida, Jr. Nichols, Jackson, Dillard, Hager & Smith, LLP 1800 Ross Tower 500 N. Akard Street Dallas, Texas 75201 Telephone: (214) 965-9900
If intended for Sub-Grantee:	With a copy to:
City of Duncanville Attn: Aretha R. Ferrell-Benavides City Manager 203 E. Wheatland Rd. Duncanville, Texas 75116 Phone: (972)780-5000	Robert E. Hager Nichols, Jackson, Dillard, Hager & Smith, LLP 1800 Ross Tower 500 N. Akard Street Dallas, Texas 75201 Telephone: (214) 965-9900

8. ACCEPTANCES

By their signatures below, the duly authorized representatives of Parties accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2022.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED this _____ day of _____, 2022.

Sub-Grantee
City of Duncanville

By: _____
Name: Aretha R. Ferrell-Benavides
Title: City Manager

Approved as to form:

By: _____
Robert E Hager, City Attorney

EXHIBIT A

New Directions Grant

THE STATE OF TEXAS §
§
§
THE COUNTY OF DALLAS §

DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT
INTERLOCAL AGREEMENT

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the City of Desoto, Texas, located at 211 E. Pleasant Run Rd., DeSoto, Texas 75115 (hereinafter "City"), herein referred to individually as a "Party" or collectively as the "Parties." This Agreement is made under the authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the County has authorized funding for its New Directions in Public Safety Grant program (hereinafter "New Directions"); and

WHEREAS, the City's proposal was selected for the New Directions program and the City will be granted funds by the County ("Funds") as detailed herein in order for the City to execute certain management services; and

WHEREAS, the County has funded the New Directions program and seeks to work collaboratively with the City in order to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the proposals funded by this New Directions will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research in their development of an evaluation tool to monitor the effectiveness of the management services developed by the cities; and

WHEREAS, the County desires to contract with the City for their management services to address the goals and objectives identified herein; and

WHEREAS, the County finds that the expenditure of public funds in support of the New Directions program supports a valid public purpose for the residents of the County and the participating City; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows.

2. TERM:

The term of this Agreement shall begin on May 1, 2021 and end on April 30, 2022, unless terminated earlier under any provision hereof. The Parties may mutually agree on a 1-year extension to this Agreement by written amendment and mutual approval of the Dallas County Commissioners Court and the City's City Council.

3. SCOPE OF SERVICES AND OBLIGATIONS:

a) The City shall distribute the Funds provided by the County in accordance with the guidance as detailed in the **Exhibit A** – New Directions Grant Proposal City of Desoto, attached hereto and incorporated by reference for all purposes.

b) The City shall only disburse the Funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in Exhibit A.

c) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's New Directions program. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from any further City assistance with Funds under this agreement. The same disqualification shall apply to businesses within the City.

d) The City shall provide any requested information related to the services under this Agreement, the New Directions program, or any related details to the University of Texas at Dallas Institute of Urban Policy Research.

4. SPECIAL PROVISIONS:

Because of the program's mission to rapidly provide assistance, the program will have the following special provisions:

a) The Dallas County Administrator will have the authority to revise any of the program's policies, allocations, rules, and terms provided he informs the Dallas County Commissioners Court within twenty-four (24) hours of the proposed change.

b) However, the County Administrator does not have the authority to unilaterally provide additional funding to the program.

c) Should the County Administrator revise a component of this program and sufficiently inform the Court, the Court still retains the right to formally rescind, reverse, alter, or adopt the revision.

d) Meeting the criteria does not obligate Dallas County to provide assistance to any municipality submitting a grant request. Any award granted under this program may not supplant – take the place of, replace – other funds used to offer these programs and services.

5. TERMS AND CONDITIONS:

County agrees to provide Funds to City for approved expenses incurred and for documented units of services performed, subject to the following limitations:

(a) Not to Exceed Amount. City understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed **$1,893,654.00** (hereinafter "Not to Exceed Amount") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein to exceed the Not to Exceed Amount. All internal and indirect costs of distributing and dispersing the provided Funds shall be born solely by the City.

(b) City agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by County, on a quarterly basis to the County for funds disbursed in accordance with **Exhibit B – Budget**, incorporated by reference for all purposes. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.

(c) County will make payment to City upon receipt of a verified and proper documentation in accordance with Texas Government Code, Chapter 2251.

(d) County agrees to review City's invoices and receipts and will forward payment to City within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

(e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.

(f) The County may in its sole discretion disallow or refuse to fund any activity for which reimbursement is sought by the City that is not in compliance with **Exhibits A and/or B.** Further, the County may withhold reimbursement funding from the City if the City fails to comply with County's reporting requirements, performance objectives, or other requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

(g) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.

(h) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its discretion, determines were used for services or activities that were not in compliance with this Agreement.

6. REPORTING AND ACCOUNTABILITY:

(a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement, or as requested by County. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.

(b) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel.

(c) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make

all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

(d) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (d) has lapsed.**

7. CONFIDENTIALITY:

(a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.

(b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

(c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.

(d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

8. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

9. INSURANCE:

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

11. TERMINATION:

(a) Suspension. Should County desire to suspend the services, but not terminate the Agreement,

County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

(b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, may terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

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

   A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);

   B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;

   C. City's improper, misuse, or inept use of Funds under this Agreement;

   D. City's failure to comply with the terms and provisions of this Agreement;

   E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;

   F. City's failure to comply with County's reporting requirements, the program

objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;

H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)
(214) 653-7449 (fax)

TO CITY:

Brandon Wright
City Manager
211 E. Pleasant Run Rd.
DeSoto, Texas 75115
(972) 230-9644
(972) 230-5793

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, 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 and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

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

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition, or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

27. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

28. FISCAL FUNDING CLAUSE:

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

29. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS:

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

30. INDEPENDENT CONTRACTOR:

City, including its employees, agents, or licensees, is an independent contractor and not an agent, servant, joint enterprise, or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to

ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee, or supplier of the City and the County by virtue of this Agreement.

31. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

32. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

33. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

34. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have

full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid, and binding obligations of the respective Parties.

35. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

Date: 4/6/2021

CITY TOWN OF DESOTO:

BY: Rachel L. Proctor
Mayor, City of DeSoto

Date: 4/07/21

Recommended:

BY: Darryl Martin
Dallas County Administrator

BY: Brandon Wright
City Manager, City of DeSoto

***Approved as to Form:**
JOHN CREUZOT
DISTRICT ATTORNEY

BY: Lacey B. Lucas
Assistant District Attorney
Dallas County DA's Office, Civil Division

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

EXHIBIT A

New Directions Grant Proposal City of Desoto

New Directions Grant Proposal

City of DeSoto

1. Please give us your proposal's mission and/or strategic plan. *

The mission of the DeSoto CARE (Crisis Assessment and Resource Engagement) Team is to utilize an interdisciplinary group to: • Decrease community reliance on 911 for mental health services. • Reduce direct police patrol response to mental health related calls for service and repeat emergency detentions. • Decrease mental health population in the courts/jail system. • Connect persons who suffer from behavioral health issues to community-based resources. • Provide support (education, intervention, referral) to families of those who suffer from behavioral health issues. • Assist the victims of violent crime to receive applicable financial compensation and/or other resources • Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county wide data for use in allocation and/or addition of resources.

2. Provide a clear description of the program and rationale/need for services. Identify if the proposal is part of an existing program or a new program. *

The CARE team is a new DeSoto program, as of October 2020. The City of DeSoto is home to about 54,459 residents. In 2019, DeSoto police officers transported 332 persons to a mental health facility on an emergency detention. In 2018, DeSoto police officers transported 302 persons. Thus far in 2020, 257 emergency detentions were performed. This is, on average, 1.42 persons per day – in DeSoto alone. It is estimated that DeSoto police officers have responded to 344 calls for service this far in 2020 that involve a mental health element. In addition, two of the main mental health facilities for the Dallas area are located in DeSoto. DeSoto officers are routinely called to these facilities to assist with emergency detentions and combative persons. The City of DeSoto has set an objective for this year to explore a regional CARE team. The regional team proposal includes the cities of DeSoto, Cedar Hill, Duncanville, Lancaster, and Glenn Heights.

3. Identify the Evidence-Based Practice (EBP) to be implemented and cite the specific source of credible research, evaluations, and literature that designates the practice as evidence-based. This should include best practice models that integrate physical health and mental health; best practice psychotherapy and psychosocial treatment programs for adults and if possible together with substance use screening, assessment and treatment; and best practice programs aimed at

addressing needs of the homeless population. Examples of previous success implementing the proposed programs/strategies may be provided. *

Irving Mental Health Response Team ("MHRT") is an interdisciplinary team consisting of police and clinical social workers. Their strategy is to perform follow up visits with individuals hospitalized under and Irving emergency detention and to assist patrol in responding to mental health calls in the community. It began operations in January 2019 and began gathering stats in April 2019. In 2019, the team made 1,387 contacts. In the first nine months of 2020, they made 1,742 contacts. These include clients that required multiple follow ups to maintain contact. Their unique contacts (no repeat visits) increased from 463 in 2019 to 564 in 2020. Team contacts for Irving MHRT are going up, partly due to COVID and partly because it is a new team. Their workload has recently dictated that they bring on additional police officers and clinicians. Team utilization in the community means that these clients are being connected to behavioral health resources and that these connections are helping on a deeper level than the emergency detention completed by patrol officers. This means less chances of going into crisis – and requiring an emergency response – before the mental health need is met. The number of contacts is encouraging because it moves them closer to the goal of police patrol having less direct interaction with the mentally ill. In 2020, DeSoto police responded to 392 calls for service that involve a mental health concern. They also performed 278 emergency detentions. The DeSoto CARE Team has been partially operational since October 1, 2020. Thus far, its members have engaged/are engaging with 58 different clients. Because it is a new program, there is no data regarding the program's impact on 911 calls for service or emergency detentions by patrol officers yet available. The program will monitor this data as well as data regarding the number of mental health related cased are diverted from the criminal justice system. It is anticipated, however, that it may take longer than the grant period to accumulate sufficient comparable data to verifiably quantify the effects of the program due to the complexity of this problem and the potential impacts of other factors such as the COVID-19 pandemic and changes in economic conditions.

4. Describe your organization's capacity and resources to implement the evidence based practice or program and the specific activities, efforts and steps taken to date to ensure readiness to implement. This includes City Council approval, administrative support, and other ways your organization has demonstrated the adoption of these measures. *

The DeSoto City Council has approved the CARE team. They have set aside some funding for the team and allotted an office space at the neutral location of the DeSoto Library. The personnel for the team have been re-assigned to staff the team full-time. A contract has been approved to partner with Parkland BioTel to provide a full-time clinical social worker and part time master's level intern. DeSoto City Manager Brandon Wright has engaged in conversations with the City Managers of Cedar Hill, Duncanville, Lancaster, and Glenn Heights to explore the idea of a regional team and has received positive feedback. DeSoto Police Chief Joe Costa has met with the police chiefs of these cities and received positive feedback as well.

4. Describe how you plan to integrate the program into the core services of your organization and continue the program following the end of the grant term. *

The team reviews all emergency detentions performed by DeSoto police officers. Any subject of these emergency detentions that lives in, or has significant ties to, DeSoto will receive follow up contact from the team. During regular strategy meetings, the team will review each client's situation and designate the group of team members best suited to provide assistance. Then this group of team members will make contact to assess the client and the client's environment. Referrals and assistance will then be given. The team will also receive referrals from the community and all other city staff. The referrals will be handled in a similar way as the emergency detentions. In addition, the team will work with the Tri-City jail and the Desoto Municipal Court to implement a diversion program. As appropriate, the team will assist in diversion efforts, no matter at what stage in the criminal justice system a client is found.

5. Identify the age range of your target population, geographical area, current number served, the projected number of individuals to be served directly by the services and the vulnerable nature of the population. Describe how this particular program will improve both the delivery of services and mental health treatment outcomes for the population served. *

DeSoto police officers interact with the undiagnosed or undertreated mentally ill population on a daily basis – sometimes multiple times in a day. Like most other police agencies, the DeSoto Police Department, on its own, does not have the training or access to resources needed to adequately address the needs of this population. By participating in the proposed program, this part of the population can be transitioned from reliance on emergency services to knowing about and having direct access to community resources. This will reduce the direct police response by decreasing the chances that individuals will reach a crisis state before receiving services.

7. Provide a proposed budget for the two-year grant funding period (examples: personnel and benefits, equipment, training, space, administrative). *

2021 - 2022 Personnel/Benefits - $584,410.10 Office Space - $0.00 Office Equipment/Supplies - $24,532.00 Technology - $29,400 Vehicles - $53,000 Clothing/Equipment - $4,200 Training/Travel - $100,000 Professional Services - $75,200 Social Services - $20,000 2022 - 2023 Personnel/Benefits - $865,018.10 Office Space - $70,000 Office Equipment/Supplies - $93,300 Technology - $98,200 Vehicles - $215,000 Clothing/Equipment - $15,700 Training/Travel -

$25,000 Professional Services - $302,000 Social Services - $65,000

8. Provide a description of how the organization plans to implement the program and incorporate the EBP into your core services. The description should include names and titles of the persons responsible for implementation and a timeline identifying major activities that would occur during each year of the grant term. Be sure to include a marketing and/or community engagement strategy. *

In the first year of the grant term, a program manager will be hired to coordinate the effort to identity and work with the participating agencies in order to transition into a regional CARE Team. The program manager will also oversee the grant, research other funding opportunities, and manage the transition to a regional budget. The unit coordinator will supervise the daily work of the team and ensure that it is achieving its objectives. The unit coordinator will also provide reality-based Crisis Intervention Training to the police officers of participating agencies. The primary work objective of the team will be to intervene in mental health situations before they become a crisis that requires a police patrol response, emergency hospitalization, or arrest. The team will be available to consult with officers during a 9-1-1 call, but will not be the primary responders during the first part of the grant term. If it is determined that the team should be primary responders to 9-1-1, then the regional team could be re-organized to accommodate this. Residents will be able to make referrals through the DeSoto Action Center (where city service requests are currently made) and through a link on the city's webpage. The team will also seek out suitable community-based peer groups for veterans, families of individuals with mental illness, and individual who suffer from mental illness and substance addictions. A news story on the team and its function will be prepared and offered to major news outlets and local newspapers/magazines. The DeSoto Library will offer mental health information in brochures and books. During the second and third year of the grant term, the regional team would be formed in a centralized location. This one location would provide a "one stop shop" for the residents of the region and enhance the synergy of the team. Each participating city would be provided with an LCSW, a police officer, a paramedic and a victim advocate. These teams will have the ability to function separately or together as necessary. The program manager would begin the transition from grant funding into the next phase of a regional budget.

9. Describe the services and activities to be provided and the specific measurable results and outcomes that you wish to achieve during the grant period. If applicable, cite evidence that the proposed services and activities are likely to lead to the desired outcomes. Such evidence may include, for example, research studies, proven models and regular evaluations. *

Follow up visits which provide assessment services and a warm hand off to appropriate community resources. These visits also include referrals to meet needs discovered while looking into the precipitating mental health crisis (i.e. homelessness, substance abuse, abuse/neglect, etc.) Visits are tracked with specific statistical data, such as which team members were utilized for the contact, how many clients are contacted, what needs were discovered, whether the resources available were adequate for the need, and the client recidivism rate. The diversion program involves the assessment of individuals who are either in Tri-City Jail or DeSoto Municipal court. Through this assessment, if mental health is determined to be a significant cause of the criminal behavior, diversion can be sought and monitored by the team. Diversion includes citations and state level violations before and after being charged. The ability to assess prisoners will also enhance arrestee accountability so that they can be re-directed if they are having a genuine mental health emergency or kept in place if they are simply trying to escape criminal consequences. Statistics will be kept on how many clients are diverted from the criminal justice system and into behavioral health resources, how many clients complete the diversion program, and if they re-offend after completing the diversion program.

10. Identify collaborative partners and stakeholders and their roles. Indicate relevant coordination with other resources to implement the program and/or support broader systems/community changes. *

The interdisciplinary structure of the team allows for learning about the different roles that all play in community mental health. It is a good environment for the passing of information and the growth of new ideas. Cedar Hill PD; Duncanville PD; Lancaster PD; Glenn Heights PD – Provide police personnel to liaison with the local criminal justice systems and provide security for the team Cedar Hill FD; Duncanville FD; Lancaster FD; Glenn Heights FD – Provide paramedic personnel to provide first responder medical perspective, liaison with local FDs, and administer preliminary life-saving measures on scene Parkland BioTel – Provide the contracted services of a licensed clinical social worker. Victim's Assistance – Assisting the victims of crime to know about and access resources DeSoto Municipal Court – Refer defendants to the team who will benefit from the program Municipal Judge Scott Kurth – Arraign prisoners at Tri-City Jail and refer appropriate defendants to local and/or county diversion programs. Dallas County DA – Coordinate with the district attorney for pre-charge and post-charge diversion. MetroCare – Provide primary mental health care for the jail and court diversion program. NHTBHA – Provide resource direction for the medically indigent. The team will also provide perspective-based information to NTBHA regarding resource allocation and quality. Dallas Behavioral Health/Hickory Trail Hospital – Provide local behavioral health care

11. Explain how the outcomes of the program will be measured and reported internally. Identify who will be responsible for collecting data, and and describe how the results will be used and disseminated. Regular reporting to Dallas County will be required if awarded grant funds, in conjunction with the sharing of data and information to be used as part of University of Texas at Dallas research study. *

Follow up visits are tracked with specific statistical data, such as which team members were utilized for the contact, how many clients are contacted, what needs were discovered, whether the resources available were adequate for the need, and the client recidivism rate. Statistics will be kept on how many clients are diverted from the criminal justice system and into behavioral health resources, how many clients complete the diversion program, and if they re-offend after completing the diversion program. The program manager would compile the the monthly statistics that are kept and report them according to the grant terms.

12. Identify other funding sources, i.e. grants, city funds, etc., that may be utilized as part of proposal. Grant funds must supplement – add to, enhance, expand, increase, extend – the programs and services offered with other funds. This grant award is not permitted to supplant –take the place of, replace – other funds used to offer these programs and services. supplant –take the place of, replace – other funds used to offer these programs and services.

    Note: All costs directly or indirectly related to the preparation of a response to this program shall be the sole responsibility of the respondent of this RFG and shall be borne by the same. *

The City of DeSoto has already budgeted for the initiation of the DeSoto CARE Team. The grant funds are being sought to expand the program regionally, provide gratis counseling/substance abuse services to clients who cannot afford it, enhance officer training in interacting with the mentally ill, and provide time to seek other grant funding and organize a regional budget.

EXHIBIT B

Exhibit B - Budget

First Grant Year	DeSoto Commitment	Grant Request	Second Grant Year	Grant Request	Approved
Personnel	$ 499,410.10	$ 85,000.00	Personnel	$ 865,018.10	$ 865,018.10
Office Space	*Provided*		Office Space	$ 70,000.00	$ 70,000.00
Furniture & Supplies	$ 21,532.00	$ 3,000.00	Furniture & Supplies	$ 93,300.00	$ 93,300.00
Technology & Communications	$ 29,400.00		Technology & Communications	$ 98,200.00	$ 98,200.00
Vehicles	*Provided*	$ 53,000.00	Vehicles	$ 215,000.00	$ 215,000.00
Clothing/PE	$ 1,900.00	$ 2,300.00	Clothing/PE	$ 15,700.00	$ 15,700.00
Travel & Training		$ 100,000.00	Travel & Training	$ 25,000.00	$ 25,000.00
Professional Services	$ 75,200.00		Professional Services	$ 302,000.00	$ 183,135.90
Social Services		$ 20,000.00	Social Services	$ 65,000.00	$ 65,000.00
Total	**$ 627,442.10**	$ 263,300.00	Total	$ 1,749,218.10	$ 1,630,354.00
			Total Grant Request	**$ 2,012,518.10**	
			* Year 2 Revised	$ 1,630,354.00	$ -
			Total Recommendeded	**$ 1,893,654.00**	

* Funding contingent on collaboration agreement, or else year 1 will match year two

EXHIBIT B

Care Team Agreement Between City of DeSoto and City of Duncanville Department

CARE TEAM AGREEMENT BETWEEN
CITY OF DESOTO AND
CITY OF DUNCANVILLE

This agreement is made this _____ day of _____, 2022, between the City of DeSoto, Texas ("City"), and City of Duncanville (hereinafter "Duncanville"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS individuals suffering from behavioral health needs are too often the subject of emergency calls for service taxing the region's public safety resources and criminalizing or otherwise resulting in inadequate or inappropriate responses to behavioral health needs, and,

WHEREAS the City of DeSoto with the support of Dallas County has developed a Crisis Assessment and Resource Engagement (CARE) Team to engage in prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration, and,

WHEREAS the cities of Cedar Hill, DeSoto, Duncanville, Glenn Heights, and Lancaster; Best Southwest (BSW) region are experiencing similar challenges and can benefit from working together in order to maximize the benefit of regional resources, and,

WHEREAS Dallas County has awarded DeSoto a New Directions in Public Safety Grant to support the development of this CARE Team, supportive regional resources, and data collection and analysis to quantify the benefit of the initiative;

WHEREAS the CARE Team is a mobile multidisciplinary team comprised of law enforcement officers, licensed social service providers (LMSWs, LCSWs, LPC-As, or LPCs), medical support personnel and victim assistance coordinators (where applicable).

The BSW CARE Team will perform the activities and duties described below:

Engage in prevention and follow-up activities, including providing/identifying appropriate resources and services within the community, to individuals and families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration;

Provide general engagement (to establish familiarity and trust with hard to reach/engage clients), brief time-limited solution-focused skills training/problem solving case management, and coordination and/or consultation with established community supports and providers;

Establish a standardized referral process with law enforcement, local behavioral health hospitals, community agencies & citizens to provide support services to identified individuals in need;

Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county wide data for use in allocation and/or addition of resources;

Provide training to first responders to assist them in identifying and effectively responding to incidents involving individuals experiencing behavioral health needs and similar concerns;

Gather statistical information regarding the dispatch activity/calls for service that are driven in part by individuals impacted by behavioral health needs. Analyze methods for identifying non-emergency calls for which an alternative to police or fire dispatch may be appropriate.

Establish and participate in diversion programming to offer individually crafted diversion plans with wrap-around recovery services alongside the Municipal Court Judge in order to divert criminal charges for identified individuals with behavioral health needs.

Provide community educational opportunities on topics that are most prevalent within the Best Southwest region (ex: Navigating the education system for children with behavioral health needs);

To accomplish the objectives of the BSW CARE Team, Duncanville agrees to detail one (1) experienced Officer to the BSW CARE Team, for a period of not less than one year. During this period of assignment, the Duncanville Officer will be under the direct supervision and control of City supervisory personnel assigned to the CARE Team.

The Duncanville Officer assigned to the CARE Team shall adhere to the policies and procedures of their employer organization and any CARE Team operational expectation or direction of the CARE Team Regional Coordinator not inconsistent therewith. The Regional Coordinator may request that Duncanville replace the assigned officer at any time and for any reason beneficial to the operation of the BSW CARE Teams operation.

To accomplish the objectives of the BSW CARE Team, City will assign, hire, contract for, or otherwise provide:

- CARE Team Regional Manager,
- CARE Team Regional Coordinator;
- Licensed social service provider(s);
- Medical support personnel; and
- Administrative support

City will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the City provided staff resources and Duncanville Officer assigned to the CARE Team. This support will include: office space, use of vehicles, office supplies, office equipment, training, and other support items assigned to the Team.

During the period of assignment to the BSW CARE Team, Duncanville will remain responsible for establishing the salary and benefits, including overtime, of the Duncanville Officer assigned to the CARE Team, and for making all payments due them. City will, subject to availability of funds and separate Grant Sub-recipient Agreement, reimburse Duncanville for actual salary, including overtime, of the Duncanville Officer assigned to the BSW CARE Team.

In no event will Duncanville charge any indirect cost rate to City for the administration or implementation of this agreement.

Duncanville shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by City to facilitate on-site inspection and auditing of such records and accounts.

Duncanville shall permit and have readily available for examination and auditing by City, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Duncanville shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.

Duncanville acknowledges that this agreement will not take effect and no funds will be awarded to Duncanville by City until the award of the second-year scope and funding of the Dallas County New Direction in Law Enforcement Grant to the City.

The term of this agreement shall be effective from May 1, 2022, until April 30, 2023. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by City within 90 days of the date of termination of this agreement. City will be responsible only for obligations incurred by Duncanville during the term of this agreement.

EXECUTED this _____ day of _____, 2022.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

EXECUTED this _____ day of _____, 2022.

City of Duncanville, Texas

By: _____
Aretha R. Ferrell-Benavides, City Manager

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Modification of the City's Sick Leave policy to permit for the unlimited accrual of Sick Leave.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Todd C. Siegel, Human Resources Director
Robert Brown, Assistant City Manager

BACKGROUND/HISTORY:
The City's current Sick Leave policy allows Municipal (non-Civil Service Classified Service) employees to accrue up to 960 Sick Leave hours. The City's Human Resource Policy for sick leave accrual has been modified in the past with the City Attorney review and under the authority of the City Manager. In reviewing other Best Southwest Cities, Cedar Hill and DeSoto do not establish a maximum accrual however, Lancaster set a maximum accrual of 2080, which is one year. There is no payout of Sick Leave upon the termination of employment for Municipal employees. Police and Fire Classified employees accrue an unlimited amount of Sick Leave per Texas Local Government Code, Section 143. Sick Leave is accrued on a biweekly basis through the payroll processes.
.

POLICY EXPLANATION:
City Administration must continually monitor our environment to determine how best to serve our customers. As you know, the COVID-19 pandemic hit the U.S. hard in March of 2020. COVID-19 continues to present staffing challenges for employers. Our employees are catching COVID-19 at an alarming rate and it's negatively impacting our ability to provide the highest level of service we all desire. Infectious disease threats such as COVID-19 need to be recognized as part of the work environment. As the pandemic has persisted, it's increasingly clear that COVID-19 should be considered for its impact in relation to almost any work-related practice. Therefore, City Administration is looking for ways to address staffing challenges and revising this policy to offer an unlimited accrual of Sick Leave is part of our strategy. There will continue to be no payout of Sick Leave upon the termination of employment for Municipal employees.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
HR 4.02 - Sick Leave

DUNCANVILLE

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POLICY TITLE: SICK LEAVE	
DEPARTMENT: Human Resources	
Policy Chapter: Leaves of Absence	Section Number: HR 4.02
Approved Date: 12-28-2016	Approved By:
Effective Date: 01-01-2017	
Revision Date: 10-01-2020	

PURPOSE:

To identify the guidelines and procedures regarding the accrual, use, and payment of sick leave.

POLICY:
The City of Duncanville provides paid sick leave benefits to eligible employees for periods of temporary absence due to illness or injury of the employee or immediate family member, as defined in section C of this section.

Eligible employee classification for Sick Leave:

- Full time employees

  NOTE: This policy does not cover sick time leave for part-time employees; however, the general procedure in Section D.) Schedule and using Leave (Subsections 1, 2, 3 & 5) should be followed for part-time employees who cannot report to work on their scheduled days of work.

A. Accrual

1. City Manager – Accrual amounts will be based on the language in his/her contract.

2. Full-Time General employees earn 96 hours per year of sick leave, accrued at a rate of 8 hours per month.

3. Police Department Classified Civil Service employees and Fire Department Classified Civil Service employees on 8 hour day shifts earn 120 hours per year of sick leave, accrued at a rate of 10 hours per month.

4. Fire Department Classified Civil Service employees on 24 hour shift earn 180 hours per year, accrued at a rate of 15 hours per month.

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B. Accumulation

1. Sick leave shall begin to accrue effective the first day of employment.

2. Sick leave accrual is unlimited for Police and Fire Civil Service employees per Local Government Code §143.045(b).

3. For general employees sick leave is accrued to a maximum of 960 hours.

C. Uses of Sick Leave

1. Personal Illness: Permissible uses of sick leave are personal illness, injury, and routine doctor appointments that cannot be reasonably scheduled during non-working hours.

2. Family Illness: Employees may use sick leave when necessary for the care of an ill or injured parent, spouse, or child as defined below.

3. Sick leave absences of three (3) consecutive days or more, or due to an ongoing medical condition, for either a personal illness or a family illness may be subject to FMLA. The process to determine FMLA eligibility will be initiated and further documentation may be required. Please see *Policy 4.11 - FMLA* for further information.

4. While on Vacation: Employees who become ill during vacation leave may request the time be charged to sick leave with a doctor's statement.

5. While on Unpaid Leave of Absence: Employees on approved personal leave of absence without pay will not be allowed to convert leave time to sick leave status.

DEFINITIONS:

Child: A biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in *loco parentis* (in place of parent) who is either under age 18, or age 18 or older and requires active assistance or supervision to provide daily self-care. A biological or legal relationship is not necessary.

Eligible Family Member: Employee's child, stepchild, adult child, parent, stepparent, or, spouse.

Parent: The biological parent of an employee or an individual who stood in *loco parentis* (stood in as a parent) to an employee.

Spouse: A husband or a wife as defined or recognized under state law for purposes of marriage. Common law marriage shall require presentation of a certified copy of the Declaration of Informal Marriage.

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D. Scheduling and Using Leave

1. Employees who are unable to report to work due to illness or injury must notify their immediate supervisor before the start of the work day or as may be prescribed by departmental policy by calling the telephone number(s) preferred by the supervisor. The immediate supervisor must also be contacted on each additional day of absence, unless absence is due to an extended illness as documented by a doctor or FMLA paperwork.

2. The City may, at any time, require an employee to provide a physician's proof of personal illness or illness of an eligible family member (as defined above) upon claim of sick leave. To be compliant with HIPAA regulations, only Human Resources will be allowed to obtain physician documentation. Employees should be directed to Human Resources to discuss and provide the requested information.

3. A physician's statement of release is required before returning to work after any surgery or procedure when recovery, including prescribed medication, could interfere with or impair job performance. Supervisors may request a physician's note of release if absence is continuous for more than three (3) working days.

4. Under no circumstances shall sick leave be used in advance of accrual.

5. At the discretion of the supervisor, employees who are deemed unable to satisfactorily perform their job due to illness or injury may be sent home by the supervisor with loss of sick leave.

6. Sick leave will not be included as actual hours worked for the purpose of determining overtime.

E. Misuse of Sick Leave

The misuse of the sick leave benefit is grounds for disciplinary action up to and including termination. The misuse or abuse of sick leave is characterized by a pattern of behavior, such as but not limited to the following examples:

- Misrepresenting a physical illness in order to use sick leave.
- Falsifying healthcare provider notices or reports.
- Frequent patterns of sick leave use such as using sick leave before or after holidays, or Mondays and Fridays.
- Using sick leave as it accrues

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F. Payment upon Separation

1. City Manager – Payment upon separation will be based on the language in his/her contract.

2. General employees are not eligible for payment of unused sick leave upon separation of employment.

3. Sick leave is not eligible to be used during the final two weeks of employment when an employee has resigned or otherwise given notice of resignation. This shall not apply to an employee ending employment caused by a disability or exhaustion of medical leave.

4. Police Department Classified Civil Service employees and Fire Department Civil Service 8 hour day employees shall receive sick leave payout, payable on final check, up to a maximum of 720 hours in accordance with state law.

5. Fire Department Classified Civil Service 24 hour shift employees shall receive sick leave payout, payable on final check, up to a maximum of 1080 hours in accordance with state law.

G. Part-time Employees

1. This policy does not cover sick time for part-time employees; however, the general procedures in Section D.) Scheduling and Using Leave (Specifically subsections 1, 2, 3 and 5) should be followed for part-time employees who cannot report to work on their scheduled days.

STAFF REPORT

MEETING: City Council - 01 Feb 2022

TITLE:
Receive the Monthly Financial Report as of December 31, 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **1. Most engaged citizens in America**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Edena J. Atmore, Managing Director, Financial 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 the Fieldhouse funds.

POLICY EXPLANATION:
City Council expects to receive monthly reports on the City's financial condition. December is the final month in the calendar year 2021 and the end of the first quarter for the fiscal year 2021-2022. Revenues and expenditures are expected to approximate a budgeted target of 25% for the period ending December 31, 2021. See the attached Monthly Financial Report as of December 31, 2021, for further details on the City's budget and actual revenues and expenditures for all funds.

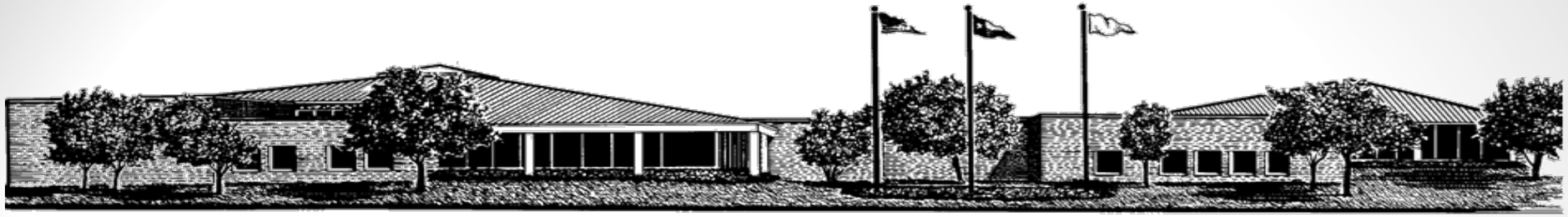
Financial Services has also included the Certified Monthly Property Tax Certification Report and the monthly Sales Tax allocation worksheet for your review on pages 7 and 9, respectively, of the Duncanville financial report.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A



City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

FEBRUARY 1, 2022

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

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

New Employees

- Parks
  - Jesus Perez – Maintenance Worker – Horticulture
  - John Cantu – Maintenance Worker – Horticulture
  - Henry Jimenez – Skilled Maintenance Worker – Irrigation

Jesus Perez

John Cantu

Henry Jimenez

Park Maintenance Measurables

- Parks installed Christmas decorations and lights at multiple locations such as Armstrong Park, Memorial Park, and select light poles on Main Street & Wheatland Road
- Keep Duncanville Beautiful Community Events
  - November 2 - KDB provided cleanup materials for a Duncanville High School Student Council cleanup of the surrounding high school campus
  - November 6 - KDB hosted an Arbor Day Celebration at Armstrong Park. 300 tree saplings were provided for the community to plant at their residences
  - KDB hosted two Community Clean-up events with the assistance of community volunteers. The areas targeted were Harrington Park, and Lakeside Park

Recreation Center Measurables

- Visits: November 2021 – January 2022
  - 257 memberships were sold throughout this quarter. There was a slight decrease in membership sales. The number in sales is expected to go up by the end of the month due to the current drive
  - 2,153 visits (28% increase from last quarter)

- Programs
  - Sidesteppers
  - Pickleball
  - Karate
  - Cheerleading
  - Jazzercize

- Events
  - Family Game Day
  - Parents Night Out
  - Christmas Parade and Tree Lighting
  - Membership Drive

- Upcoming Special Events
  - Daddy Daughter Dance – Saturday, February 19
  - Easter Egg Hunt – Saturday, April 9
  - Princess Tea Party – Saturday, April 23

Daddy Daughter Dance
February 19th

Easter Egg Hunt
April 9th

Princess Tea Party
April 23rd

Senior Center Measurables

- Visits: November 2021 – January 2022
  - 6 new memberships were sold throughout this quarter which is a slight increase from last quarter. New memberships are expected to rise by the end of the month due to the current drive
  - 1,212 visits
  - The Senior Center continues to operate at 100%
- Meals Served through DAAA/VNA Services
  - Dine-in, drive-through, and delivery service daily
  - Breakfast and lunch shelf-stable meals only
  - 6,347 (29% decrease from last quarter due to low participation during the holidays and the resurgence of COVID-19)
- Events
  - Indoor Bingo
  - Coffee with the Mayor
  - Walk in the Park
  - Lunch & Learn
  - Annual Health Fair
  - Monthly Birthday Celebration
  - Thanksgiving Luncheon
  - Christmas Dinner
  - Various performances including choir and live entertainment

COVID-19 Senior Center Activities

- Staff continues to coordinate dine-in, drive-through, and delivery meal services for the senior citizens with the assistance of the Visiting Nurses Association (VNA) and Dallas Area Agency on Aging (DAAA)
  - Average in-person attendance is 10 members per day
  - Average approximately 110 breakfast and lunch meals per day through the drive-through meal service
  - Staff delivers about 22 meals a day to seniors who relied on the City's bus to transport them to the center prior to COVID-19
  - Staff continues to provide mental games and activities for the seniors keep their minds active and entertained such as Parking Lot Bingo, Coffee with the Mayor, A Walk in the Park, Birthday Month Celebration and other activities
  - Working with the Share and Care Site Council, staff makes weekly contact with all the members to make sure everyone is safe and inquire of any needs

Bond Election Projects

- Lakeside Park Pavilion
  - Parking lot construction completed
  - Landscaping and irrigation completed
  - Opened for rentals Easter weekend

- Armstrong Park
  - Awarded Texas Parks & Wildlife Local Non-Urban Grant - $749,805!
  - Plans are 100% complete
  - Construction Spring 2022
  - Grant agreement approved and procurement initiated

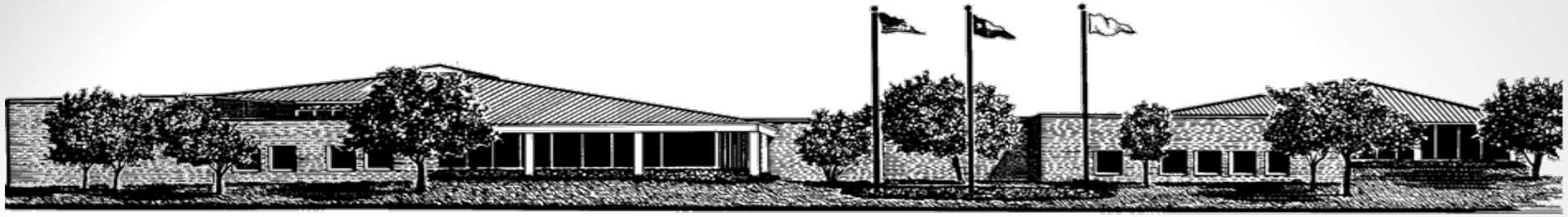
- Harrington Park
  - Plans are 100% complete
  - Received verbal approval from TRA to cross easement with bridge
  - Construction in Winter 2022 to allow for Spring youth sports leagues
  - Procurement has been initiated

- Service Center Renovation
  - Plans are 100% complete
  - Bids rejected
  - Initiated re-bidding of project

City of Duncanville

10

Questions?



DUNCANVILLE FIELDHOUSE QUARTERLY REPORT

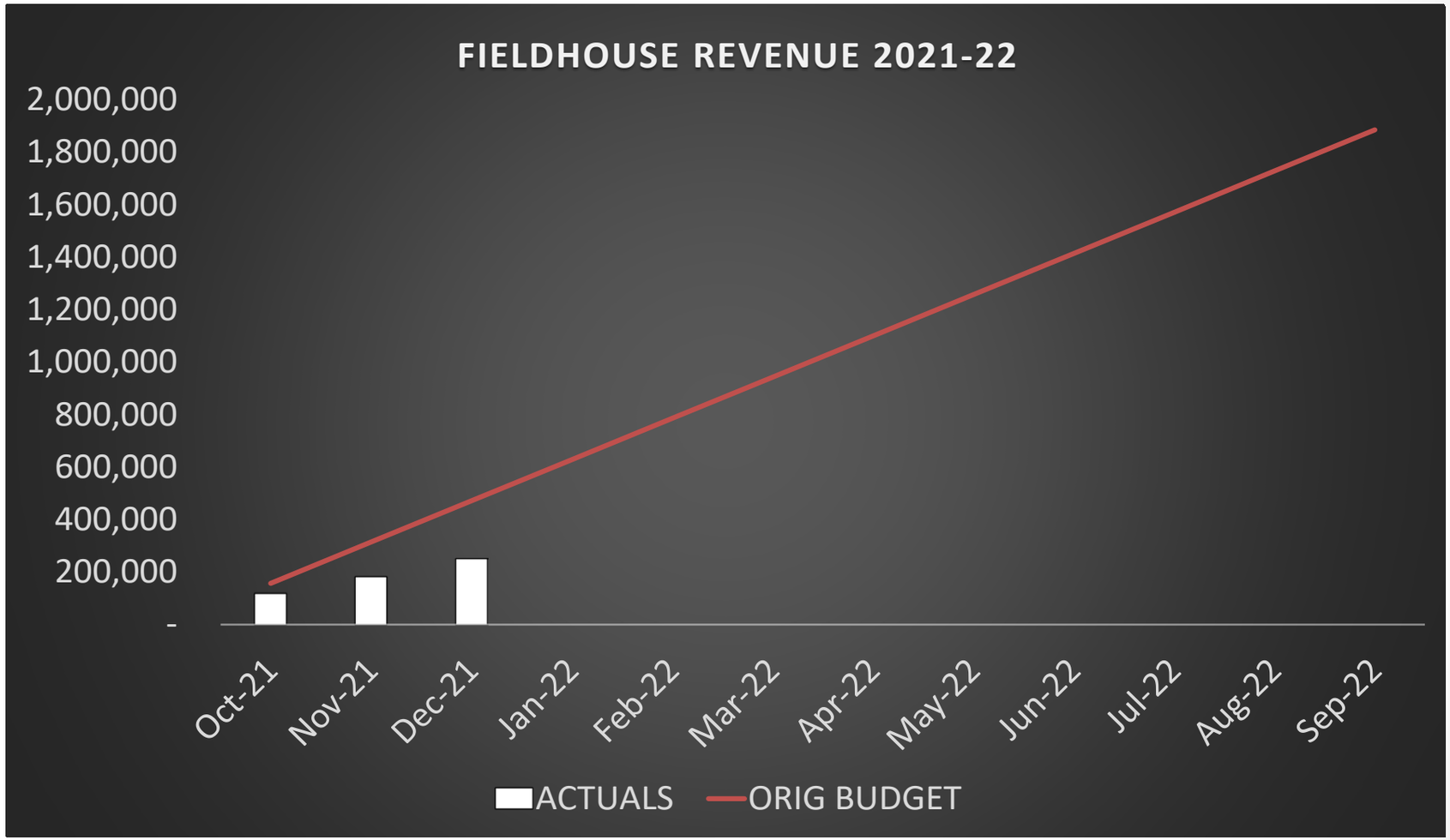
CRAIG BRASFIELD - GENERAL MANAGER
DUNCANVILLE FIELDHOUSE

FEBRUARY 1, 2022

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

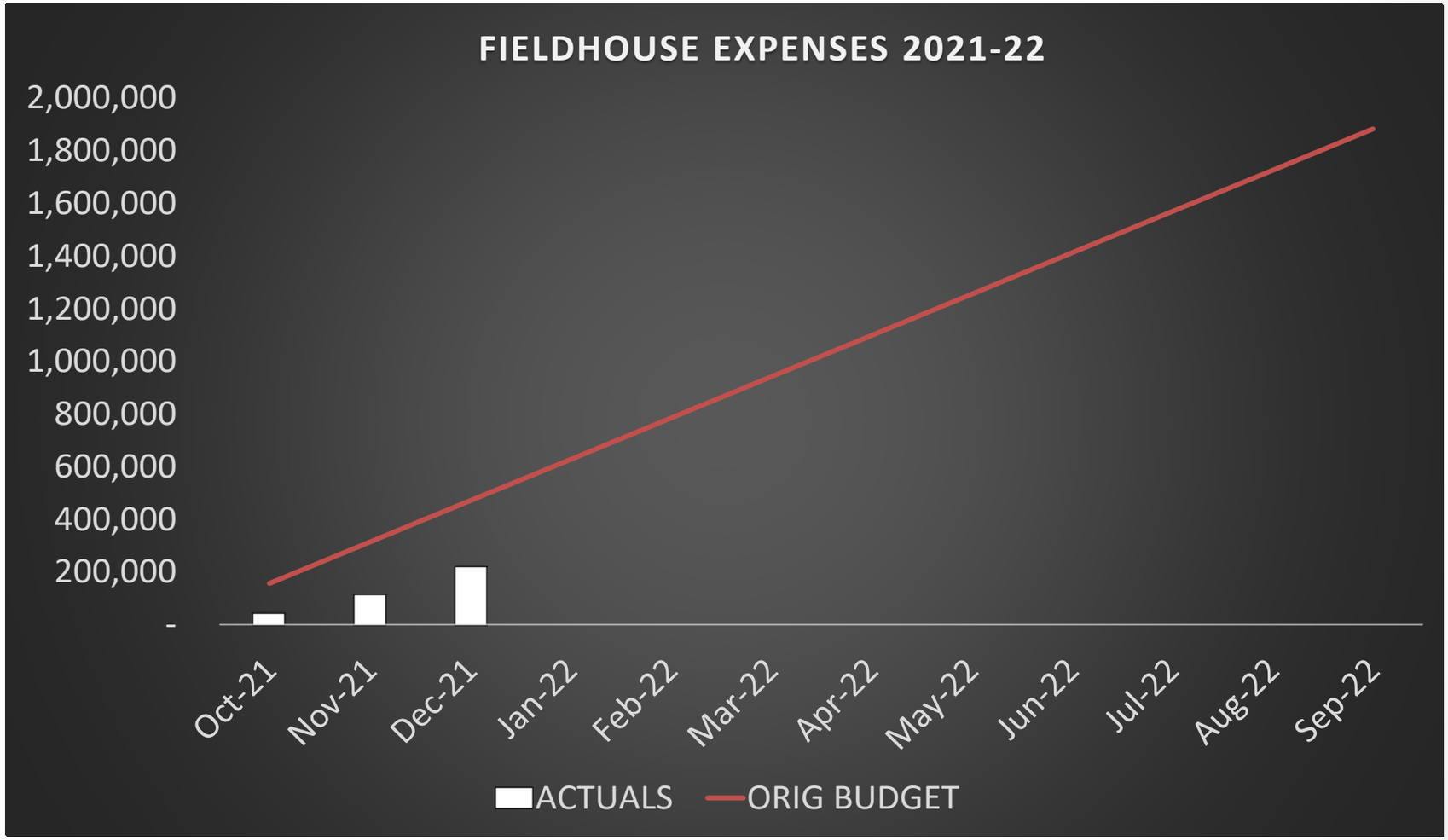
The City of Duncanville

Fieldhouse Revenues - Oct. thru Dec. 2021



The City of Duncanville

Fieldhouse Expenses - Oct. thru Dec. 2021



The City of Duncanville

Budget Summary - Fieldhouse Operations FY 2022

	FY22 Budget	Actual
• Revenue:	$1,884,975	$248,251
• Expense:	$1,872,663	$219,283
• Totals:	$12,312	+$28,968

- Budget will be adjusted during the budget process in May 2022

- Economic Development Revenue Transfer - $538,475 - included in the revenue budget totals
- Economic Development Debt Payment - $538,475 - included in the expense budget totals

- Highlights:
  - Addition of Texas Wildcats Basketball - February 1, 2022
  - Addition of Legion Preparatory Academy - March 1, 2022
  - Installation of a Public Address System
  - Replace & up-grade heaters in Suites #147,150,156,163
  - Fieldhouse Merchandise & Souvenir Operations

The City of Duncanville

Fieldhouse Suite Rental Partners - FY 2022

- Airells Courts Volleyball - Suite 139 + Green Courts 1 & 3 **Club Volleyball Training**
- Bridge Academy - Suites 124,130 + Green Court 1 **Basketball Skills Training**
- Duncanville Boxing & Fitness - Suites 147,150 **Boxing & Fitness Training**
- Fearless Dance Company - Suites 209 A & B **Dance Instruction**
- Legion Prep Academy - Suite 101C + Green Court 3 **Preparatory School**
- Prodigy Extreme 365 Dance - Suite 101A **Dance Instruction**
- RISE Clothing - Suite 113 (The Store) **Merchandise Retail Sales**
- Texas Wildcats Basketball - Suites 140,146,163 + Blue Courts 1,2,3 **Club Basketball Training**

- Annual Projected Revenue Summary
    - Suite Rental = $67,400
    - Sponsorship = $33,500
    - Court Rental = $82,600
    - Total Projected Revenue = $183,500

The City of Duncanville

Special Event Reservations - January 2022

2,9,16,23,30	Jr NBA Youth BB League I
7,8,9	HYPE Sports Youth BB Tournament
9,16,30	Masters League Pro Am BB League I
14,21,28	BOSS Youth BB League
15,16	TYBL BB Tournament
15,16	DC Sports Youth Basketball Tournament
22,29	Top Gun Youth BB League
23	American Grappling Jiu Jitsu Tournament

The City of Duncanville

Special Event Reservations - February 2022

4,11,25	BOSS Youth BB League
5,6	BlockSport VB Tournament
6	Jr NBA Youth BB League I
6,13,20,27	Masters League Pro-Am BB League I
12	Top Gun Youth BB League
18,19,20	HYPE Sports Youth BB Tournament
24	Lifeline Screening
24,25	Texas Christian Athletic League BB Tournament
26,27	BlockSport VB Tournament

The City of Duncanville

Special Event Reservations - March 2022

4	BOSS Youth BB League
5	Dallas Mavericks Youth BB Tournament
5	North American Grappling Jiu Jitsu Tournament
6	GASO I BB Tournament
6,13,20	Masters League Pro-Am BB League I
12,13	BlockSport VB Tournament
14,15,16	Bridge Academy BB Camp
18,19,20	TBS Reports BB Tournament
20,27	Breakthrough Basketball BB Camp
24,25	Driven Elite BB Camp
25,26,27	Texas BigTyme Woman's BB Tournament
30,31	GASO II BB Showcase

The City of Duncanville

Special Event Reservations - Summary

January, February, March

- Basketball Tournaments - 9
- Basketball Camps - 4
- Basketball Leagues - 4
- Jit Jitsu Tournaments - 2
- Volleyball Tournaments - 3
- Community Event -1

The City of Duncanville

The City of Duncanville

Questions