



Duncanville City Council Meeting Agenda

Via Videoconferencing
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, May 19, 2020

6:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, May 19, 2020, 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 video conference. There will be no public access to a physical location.

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – May 19th”. All public comments submitted by 4pm on Tuesday, May 19, 2020 will be provided to the City Council members and entered into the record for the May 19, 2020 City Council Regular Meeting.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_1sE5_2a7RqSe7YMtdgD0pA

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

To speak during the Public Hearing on Agenda Item 5a, you need to REGISTER in advance with the link above. When the Public Hearing is opened by the Mayor, you will need to use the “raise your hand” option that is provided by ZOOM. If you are calling in and would like to speak, press *9 on your phone’s dial pad to “raise your hand”. You may also submit your comments in advance in accordance with the guidelines for “Public Comments”.

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

WORK SESSION / BRIEFING

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- A. Discuss the Independence Day fireworks show.

5 - 6

[Independence Day Fireworks](#)

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations;

(1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

(2) To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Regarding to wit: an Industrial Development Project.

2. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberation Regarding Real Property; to deliberate the purchase, exchange, lease, or value of real property; being property owned by the city generally north of Wheatland Road, south of I-20, east of Cedar Ridge Drive, and west of Cockrell Hill Road.

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

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

Public Comments submitted by email to the City Secretary via citysecretary@duncanville.com. All public comments submitted by 4pm on Tuesday, May 19, 2020 will be provided to all City Council members and will be entered into the record for the May 19, 2020 City Council Meeting.

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 the Minutes for the April 27th and 28th, 2020 City Council Special Meeting, and the May 5, 2020 City Council Regular Meeting. 7 - 17
- [2020-04-27 - Special City Council - Minutes - UNAPPROVED](#)
[2020-04-28 - Special City Council - Minutes - UNAPPROVED](#)
[2020-05-05 - City Council - Minutes - UNAPPROVED](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Conduct a Public Hearing (2020-04) and consider an Ordinance to amend the existing Downtown Duncanville “DD” District Zoning to include a Specific Use Permit to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, Duncanville. 18 - 99
- [SUP - Tattoo and Body Piercing Establishment](#)
[PowerPoint - SUP-Tattoo](#)

To speak during the Public Hearing on Agenda Item 5a, you need to REGISTER in advance with the link above. When the Public Hearing is opened by the Mayor, you will need to use the “raise your hand” option that is provided by ZOOM. If you are calling in and would like to speak, press *9 on your phone’s dial pad to “raise your hand”. You may also submit your comments in advance in accordance with the guidelines for “Public Comments”.

- B. Consider a Resolution approving the terms and conditions of Standard Form of Agreement RFQ #20-0011 with Brown Reynolds Watford Architects, Inc for Architectural and Engineering Design Services for Fire Station No. 1 in the amount of \$513,400.00. 100 - 150
[Fire Station #1 CMAR Agreement](#)
[PowerPoint - DPW Fire Station Architect](#)
- C. Consider amending Resolution 2020-026R2, extending and amending a State of Emergency as a result of the COVID-19 Virus; providing for Interim Public Safety Measures; Repealing all Resolutions in Conflict 151 - 165
[Amended - State of Emergency - COVID-19](#)
- D. Consider a Resolution Repealing the Establishment of the Duncanville Sister City Commission. 166 - 171
[Sister City Commission](#)
- E. SELECTION OF SEARCH FIRM -
 Action will be taken as minute entry.
- “Motion to approve a contract with _____ to provide search firm services to assist the City Council in the selection for the position of City Manager for the City of Duncanville in amount not to exceed _____ and authorize the current City Manager to execute such contract.”
- F. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Library Quarterly Report. 172 - 177
[PowerPoint - Library 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, May 14, 2020 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.


 Kristin Downs, City Secretary

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

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

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

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



STAFF REPORT

MEETING: City Council - 19 May 2020

TITLE:

Discuss the Independence Day fireworks show.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

As previously discussed with City Manager Kevin Hugman, the 2020 Independence Day celebration has been under review for modification, postponement, or cancellation due to the social and financial impacts of COVID-19. Currently, the event has been modified to eliminate all the traditional activities except the fireworks show itself. With the extension of the COVID-19 policies on social distancing and refraining from large groupings, we must now consider the possible postponement or elimination of the fireworks show. Staff has been monitoring the decisions of other DFW cities regarding their fireworks shows and the following cities have indicated that have canceled their show: Lancaster, Hurst, Lewisville, Flower Mound, Trophy Club, Denton, Bedford, and Watauga. Several other cities are currently considering canceling their show but have not made a decision to date. Larger events in Dallas, Addison and Grand Prairie are operated by outside entities with the assistance of those cities and have not announced their decisions. Allen and Grapevine to date have responded with a definitive affirmative that their shows will continue without other activities. In a national survey, approximately 2/3 of cities have cancelled their Independence Day events entirely with the remaining entities doing fireworks only or postponing to a later date such as Labor Day or New Year's Eve.

As previously communicated, the "entertainment" portion of the event has been canceled. The only expenses to date for this portion was a \$2,500 deposit to the band, "The David Whiteman Band". Staff has been in communication with the band and they have agreed to forward the deposit to another date, most likely the 2021 Independence Day Celebration.

The City Council has several options to consider for the fireworks:

Option 1 - Continue with fireworks only. The fireworks are approximately \$27,000 for the 20-25 minute show. If this option is chosen, we will encourage citizens to watch the event from their homes or viewing locations close to the firing site near Armstrong Park while maintaining social distancing and avoiding large groups. Armstrong Park will not be closed but will be monitored by our Police Department to ensure there are no large groupings or unsavory behavior. As such, this option will

also include personnel cost of our Police Department at approximately \$11,000. There will be approximately \$4,000 more for personnel costs from the Fire and Parks departments.

Option 2 - Cancel the fireworks. We have not signed the contract with Pyrotechnico due to the uncertainty of the situation. As such, should Duncanville cancel the fireworks show, there will be no cost to the City. We have an established relationship with Pyrotechnico and they are open to any options of shooting the show on July 4th, postponing to another date, or waiting until 2021.

Option 3 - Postpone to a later date. Several cities are postponing their traditional July 4th fireworks to another date in 2020 due to their contractual obligations and/or desire to provide the event to their citizens when it is safer to do so. Suggestions for Duncanville should the Council want to provide the show to the citizens later in the year are Labor Day weekend, Christmas Parade, or New Year's Eve.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

General Fund

RECOMMENDATION:

Staff is seeking Council direction on the Independence Day Celebration fireworks show.

**Duncanville City Council Meeting Minutes
Special Meeting
Monday, April 27, 2020**

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, April 27, 2020, at 6:03 p.m. via videoconferencing with a quorum to wit:

**COUNCIL VIA VIDEO
CONFERENCING:**

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

**STAFF VIA VIDEO
CONFERENCING:**

Purchasing Manager Sheila Baker
IT Director Tracy Beekman
City Secretary Kristin Downs
City Manager Kevin Hugman

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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To submit public comments, email citysecretary@duncanville.com and title the email "Public Comment – April 27th". All public comments submitted by 4pm on Monday, April 27, 2020 will be provided to the City Council members and entered into the record for the April 27, 2020 City Council Special Meeting.

Please register for City Council Special Meeting - Search Firm Interviews on Apr 27, 2020 6:00 PM CDT at:

<https://attendee.gotowebinar.com/register/2175030119253244944>

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

OR

TO USE YOUR TELEPHONE:

Use the numbers below.

United States: +1 (631) 992-3221

Attendee Access Code: 231-355-600

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

REGULAR SESSION

1. CALL TO ORDER

2. 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"

To submit public comments, email citysecretary@duncanville.com and title the email "Public Comment – April 27th". All public comments submitted by 4pm on Monday, April 27, 2020 will be provided to the City Council members and entered into the record for the April 27, 2020 City Council Special Meeting.

No one spoke.

3. **INTERVIEW AND DISCUSS EXECUTIVE SEARCH FIRM COMPANIES FOR CITY MANAGER POSITION.**

The following firms provided an interview and answered questions from City Council:

- Strategic Government Resources (SGR)
- Bakertilly

Mayor Gordon recessed the meeting at 7:36 p.m.

Mayor Gordon reconvened the meeting at 8:07 p.m.

ADJOURNMENT

The meeting was adjourned at 9:41 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**Duncanville City Council Meeting Minutes
Special Meeting
Tuesday, April 28, 2020**

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, April 28, 2020, at 6:09 p.m. via videoconferencing with a quorum to wit:

**COUNCIL VIA VIDEO
CONFERENCING:**

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

**STAFF VIA VIDEO
CONFERENCING:**

Purchasing Manager Sheila Baker
IT Director Tracy Beekman
City Secretary Kristin Downs
City Manager Kevin Hugman

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To submit public comments, email citysecretary@duncanville.com and title the email "Public Comment – April 28th". All public comments submitted by 4pm on Tuesday, April 28, 2020 will be provided to the City Council members and entered into the record for the April 28, 2020 City Council Special Meeting.

Please register for City Council Special Meeting - Search Firm Interviews on Apr 28, 2020 6:00 PM CDT at:

<https://attendee.gotowebinar.com/register/2613265767272028174>

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

OR

TO USE YOUR TELEPHONE:

Use the numbers below.

United States: +1 (631) 992-3221

Attendee Access Code: 908-798-668

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

REGULAR SESSION

1. CALL TO ORDER

2. 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"

To submit public comments, email citysecretary@duncanville.com and title the email "Public Comment – April 28th". All public comments submitted by 4pm on Tuesday, April 28, 2020 will be provided to the City Council members and entered into the record for the April 28, 2020 City Council Special Meeting.

No one spoke.

3. **INTERVIEW AND DISCUSS EXECUTIVE SEARCH FIRM COMPANIES FOR CITY MANAGER POSITION.**

The following firm provided an interview for City Council:

- Pearson Partners International

Mayor Gordon recessed the meeting at 8:00 p.m.

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

The following Councilmembers voted for the following firms:

Strategic Government Resources (SGR)

- Councilmember Joe Veracruz
- Mayor Pro Tem Don McBurnett
- At-Large Councilmember Patrick Harvey

Baker Tilly

- Councilmember Mark D. Cooks

Pearson International

- Councilmember Monte Anderson
- Councilmember Johnette Jameson
- Mayor Barry L. Gordon

Mayor Gordon questioned if Council had the authority to speak with the firms to renegotiate the terms of the contracts.

City Manager Hugman stated the Purchasing Manager can speak on behalf of Council or Council can appoint two or three Councilmembers to speak with the firms.

Council agreed for Mayor Gordon, Mayor Pro Tem McBurnett, and Councilmember Cooks would meet with the following firms to renegotiate the terms of their contracts:

- Pearson International to renegotiate the price of their contract.
- Strategic Government Resources (SGR) to add additional services and seasoned staff members.

4. **SELECTION OF SEARCH FIRM.**

A. Action will be taken as minute entry.

No action taken however, action by minute entry will be taken at a future City Council meeting.

ADJOURNMENT

The meeting was adjourned at 9:10 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, May 5, 2020**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, May 5, 2020, at 6:00 p.m. via videoconferencing with a quorum to wit:

**COUNCIL VIA VIDEO
CONFERENCING:**

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

**STAFF VIA VIDEO
CONFERENCING:**

IT Director Tracy Beekman
Economic Development Director Jessica James
Public Works Director Greg Ramey
Parks and Recreation Director Bart Stevenson
City Secretary Kristin Downs
Assistant City Manager Paul Frederiksen
City Manager Kevin Hugman
City Attorney Robert Hager

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email citysecretary@duncanville.com and title the email "Public Comment – May 5th". All public comments submitted by 4pm on Tuesday, May 5, 2020 will be provided to the City Council members and entered into the record for the May 5, 2020 City Council Regular Meeting.

Please register for City Council Meeting - May 5, 2020 on May 5, 2020 5:45 PM CDT at:

<https://attendee.gotowebinar.com/register/3004238908125547024>

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

OR
TO USE YOUR TELEPHONE:
Use the numbers below.
United States: +1 (415) 655-0060
Attendee Access Code: 258-442-812

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

I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and City Manager Hugman reviewed each item. Item 4D - Consider a Resolution authorizing incorporation of Amendment Number 1 to Contract #20-017 to Eagle Remediation and Demolition Services, LLC in the amount of \$13,977.00 for the demolition and removal of a lube pit and underground fuel storage tanks at the property located at 727 S. Cockrell Hill Rd for the revised total

contract amount of \$53,768.00. Councilmember Jameson requested the item be moved to Individual Consideration.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. *Discuss Swearing in of Mayor Barry L. Gordon and Councilmember Mark D. Cooks and video presentation.*

A video presentation was shown on the swearing in of Mayor Barry L. Gordon and Councilmember Mark D. Cooks, District 4.

Mayor Gordon recessed the Briefing Session at 6:20 p.m. for City Council to convene into Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 6:24 p.m. and City Attorney Hager read the item into record.

II.1 *City Council shall convene into closed executive session pursuant to Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations;*

(1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
(2) To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Regarding to wit: Duke Realty Incentive.

The Council closed the Executive Session at 7:56 p.m.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)

The City Council convened into Regular Session in the Council Chambers at 8:00 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Councilmember Veracruz.

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. REPORTS

III.1.A. *Mayor's Report.*

Mayor Gordon provided an update on COVID-19 and encouraged all citizens to complete the 2020 Census.

III.1.B. *Councilmembers' Reports*

Councilmember Veracruz spoke on the Mini Pantry located at 102 Tanglewood provided by the DeLeon family and encouraged the community to stop by.

III.1.C. *City Manager's Report.*

No report.

III.2. PROCLAMATIONS AND PRESENTATIONS

III.2.A. *A Proclamation recognizing May 15, 2020, as Police Memorial Day and May 10-16, 2020, as National Police Week.*

Mayor Gordon read the proclamation.

III.2.B. *A Proclamation recognizing the week of May 17-23, 2020, as Emergency Medical Services Week, with May 20th being Emergency Medical Services for Children (EMSC) Day.*

Councilmember Veracruz read the proclamation.

III.2.C. *Proclamation recognizing May 17-23, 2020, as National Public Works Week.*

Mayor Pro Tem McBurnett read the proclamation.

III.3. CITIZENS' INPUT

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

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.

Mayor Gordon read the item into record and read the citizen comment emails that were provided by the City Secretary.

Alexander McLachlan – wrote on his support for the BUILD and CDBG grant.

Beth Farrell – wrote on her support for the BUILD and CDBG grant.

Lindy Litzenberger – wrote on her support for the BUILD and CDBG grant.

III.4. CONSENT AGENDA

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

III.4.A. Consider the Minutes for the April 21, 2020 City Council Regular Meeting.

III.4.B. Consider a Resolution finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates with the City should be denied; authorizing participation with ONCOR Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and legal counsel.

III.4.C. Consider a Resolution awarding a renewal contract for Pavement Markings Supply and Installation Services to Elite Striping, LLC, Cedar Hill, Texas in the unit amount bid for an estimated amount of \$112,409.45.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Mark D. Cooks seconded the motion. The vote was cast 6 for, 0 against (Councilmember Johnette Jameson was unable to vote due to technical difficulties). Items passed.

III.4.D. Consider a Resolution authorizing incorporation of Amendment Number 1 to Contract #20-017 to Eagle Remediation and Demolition Services, LLC in the amount of \$13,977.00 for the demolition and removal of a lube pit and underground fuel storage tanks at the property located at 727 S. Cockrell Hill Rd for the revised total contract amount of \$53,768.00.

Item was moved to Individual Consideration per Councilmember Jameson's request.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. Consider amending Resolution No. 2020-026R, extending a Mayoral Declaration of a State of Emergency and order as a result of the COVID-19 Virus; providing for Interim Public Safety Measures; repealing all Resolutions in Conflict; providing a severability clause and providing for an effective date.

Mayor Gordon provided an update on the Mayoral Declaration of a State of Emergency to extend to May 20, 2020.

Councilmember Mark D. Cooks made a motion to replace GA18 and incorporate GA19, 20, and 21 as prepared by the City Attorney and extend the

Declaration to expire on May 19, 2020, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.5.B. Consider a Resolution approving a Temporary Covid-19 Business Retention and Assistance Program.

Economic Development Director James presented the item. On April 16, 2020, the DCEDC Board approved \$250,000 to fund a Temporary Covid-19 Business Retention and Assistance Program. The program is aimed at small businesses with 20 employees or less that have been negatively impacted by the pandemic. The Board approved grants between \$1,000 and \$5,000. An applicant must meet the general participation program requirements in order to apply for funding. The DCEDC Board will review and evaluate each grant request on an individual basis while considering the economic impact of the grant to ensure they are evaluated equally. The number of grants are limited to available funding. Initially, the DCEDC will receive applications for a three-week time period. This could be extended depending on business response and available funding.

General Participation Requirements

- Applicants must have been in business for at least 120 days prior to the March 13, 2020, Mayor's Shelter in Place Declaration.
- Applicants must be currently operating their business up to the level possible with the declaration and plan to reopen to normal operations once the declaration is lifted.
- Applicants must have 20 or fewer employees.
- Grants must be used to cover operating costs of the applicant's business including, but not limited to, rent, leases or loan payments on buildings or equipment, business inventory, utilities, and payroll. Other needs will be considered on an individual basis.
- Applicant's business must be legally operating in the City of Duncanville. Grants will be considered for all legally operating types of businesses that meet the requirements.
- All grant applicants must fill out an initial application. If awarded a grant, the recipient will be required to enter into an agreement to participate in the program. The application information is confidential and will be used to calculate the economic impact of each grant. The required agreement is to ensure funds are used according to program requirements.
- Applicants will be required to provide copies of paid operating expense receipts dated after March 13, 2020, to receive grant funds awarded.
- All funds must be used within six months of receiving the grant. If the funds are not used within this time period, the applicant may provide an extension request for the DCEDC Board to consider.

Councilmember Cooks would like the reimbursement grants to be \$5,000.00-\$10,000.00 with the funds broken down as 25%Payroll, 50% advertising to increase business, and 25% operations.

Council concluded the reimbursement grant should be a minimum amount of \$1,000.00 with a maximum amount of \$10,000.00. Council however, stated they do not want to tell the applicant how to disburse the funds.

Councilmember Monte Anderson made a motion to amend the maximum amount up to \$10,000.00, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.5.C. Consider a Resolution amending the Hotel Occupancy Tax Grant for the FY19-20 Budget in the amount of \$852.50 for a total not to exceed \$34,297.50 to the Duncanville Chamber of Commerce for property maintenance and computer upgrades while serving as the Duncanville Official Visitor Center; allowing for additional computer expenses, and amending the FY19-20 Hotel Occupancy Tax Budget.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Mark D. Cooks seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.5.D. **Consider a Resolution approving submittal of FY2020 Community Development Block Grant (CDBG) Project/Activity Application with Dallas County.**

Public Works Director Ramey and Parks and Recreation Director Stevenson presented the item. The City has participated in the Community Development Block Grant (CDBG) program since 2001. In 2015, the program changed to provide bi-annual funding to allow more substantial projects. Historically, a portion of CDBG funding was used to fund a Code Enforcement Officer dedicated to low-to-moderate income areas; remaining funds were used to fund water, sewer, street, and park improvements. For the FY21/FY22 CDBG Program Cycle, the City is eligible to receive \$203,605.00 in grant funds. (Identified 04/16/2020)

CDBG Guidelines

- Eligible projects must be located in CDBG designated area. (Defined as areas where at least 51% of the residents are classified as low-to-moderate income.)
- There are a variety of types of projects which may be funded under the program, provided they meet one of the three national objectives:
 - Eliminates blight
 - Eliminates a community-threatening condition
 - Principally benefits low/moderate income people

Councilmember Jameson questioned if bond monies could be used for the parks.

Parks and Recreation Director Stevenson stated yes, it is an option.

Summary of Project Options

CDBG Funding Available for FY21 / FY22	\$203,605.00	
Code Officer for two years	- \$112,198.00	\$56,099.00/yr towards salary and other expenses
CDBG Funding Remaining	\$91,407.00	
Opt #1 –Lakeside Park Improvements	- \$80,000.00	Any remaining funds will be used to increase project scope or cover cost escalation.
OR Opt #2 – ADA Ramp Improvements	- \$79,933.04	

Mayor Gordon stated both projects are great and a necessity to the city and questioned if both projects could be done with left over monies from the bond project.

City Manager Hugman stated park projects and trails could be used with bond funds because it is a long-term capital project. Other projects are not eligible because they are not considered long-term and short-term projects should not be used with bond money.

Councilmember Jameson stated the ramps for the sidewalk’s monies would come from the General Fund and the park items could come from bond funds.

City Manager Hugman stated the ramps would come out of the General Fund, trails from the bond projects, and the other projects as they came up.

Council agreed on the CDBG Officers and Option #2.

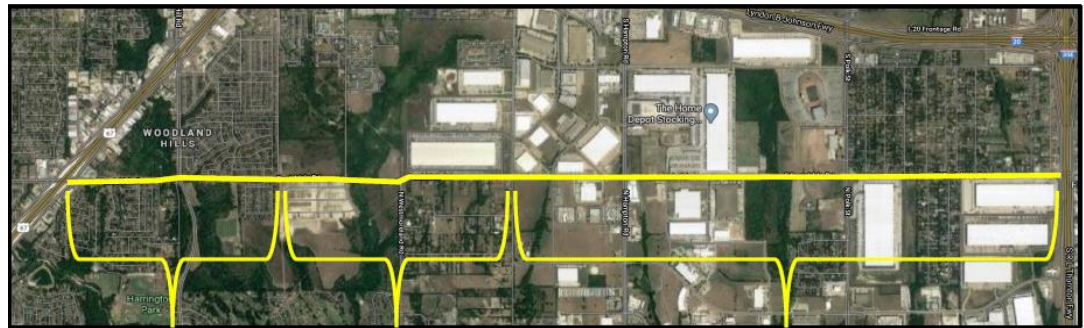
Councilmember Jonnette Jameson made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against.

III.5.E. Consider a Resolution supporting Dallas County's Daniel Dale Road project application for Better Utilizing Investment to Leverage Development (BUILD) Grant.

Public Works Director Ramey presented the item. Duncanville residents approved general obligation bonds for street improvements on November 6, 2018. On May 7, 2019 City Council approved the design contract for Daniel Dale Road street and subsurface utilities reconstruction. A full corridor study was requested at that time. On November 5, 2019 City Council approved the Daniel Dale Road Corridor Study with recommendations to convert Daniel Dale Road to four vehicular lanes with supporting bike and pedestrian facilities (Resolution No. 2019-107).

What is BUILD Grant?

- BUILD – Better Utilizing Investments to Leverage Development
- \$1B Available Nationwide – Max \$25M/Project
- Allows U.S. Dept of Transportation to invest in road, rail, transit, and port projects that make America's transportation systems safer and more efficient
 - Improve access to reliable, safe, affordable transportation
 - Address public health and safety
 - Promote regional connectivity
 - Facilitate economic growth
- Federal/Local Cost Share, 80%/20%



Duncanville: Convert existing 6-lane road to 4 lane road with buffered bike lanes.

DeSoto: Upgrade existing 2-lane road to 4-lane road with bike & pedestrian facilities.

Dallas: Upgrade existing 2-lane road to 4-lane road with bike & pedestrian facilities

Councilmember Mark D. Cooks made a motion to approve the item as stated, Councilmember Monte Anderson seconded the motion. The vote was cast 7 for, 0 against.

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

No action taken.

III.4.D. Consider a Resolution authorizing incorporation of Amendment Number 1 to Contract #20-017 to Eagle Remediation and Demolition Services, LLC in the amount of \$13,977.00 for the demolition and removal of a lube pit and underground fuel storage tanks at the property located at 727 S. Cockrell Hill Rd for the revised total contract amount of \$53,768.00.

Councilmember Jameson questioned if staff met with the applicants.

Public Works Director Ramey stated he met with the bidders at the pre-bid meeting and at the initial kick off meeting before they went out and received the final measurements of the volumes of contaminated liquid they had to remove.

Councilmember Jameson read from the staff report based on this initial finding, the City is amending the original contract to reflect the new volume of contaminated liquid to be removed. The revised contract amount now exceeds \$50,000.00 and therefore must go to Council for consideration. Work has not started on this project. Councilmember Jameson stated all the extra work should be specified. The law states you cannot charge over 25% of the bid amendment.

City Attorney Hager stated the original contract was not awarded therefore this is not a change order. Council can either accept the full amount or reject the amount and rebid.

Councilmember Jameson questioned why the project was not rebid.

City Attorney Hager stated no one knew what the volume of the liquid in the tanks was or had access to all the information.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Mayor Barry L. Gordon seconded the motion. The vote was cast 6 for, 1 against (Councilmember Johnette Jameson).

III.6. STAFF AND BOARD REPORTS

- III.6.A. *Receive the FY20 Second Quarter Investment Report as of March 31, 2020.***
- III.6.B. *Receive the Monthly Financial Report as of March 31, 2020.***
- III.6.C. *Receive the Parks and Recreation Quarterly Report.***
- III.6.D. *Receive the Fieldhouse Quarterly Report.***

IV. ADJOURNMENT

The meeting was adjourned at 10:04 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 19 May 2020

TITLE:

Conduct a Public Hearing (2020-04) and consider an Ordinance to amend the existing Downtown Duncanville "DD" District Zoning to include a Specific Use Permit to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, Duncanville.

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:

Andrew Ruegg, Interim City Planner

Bryan G. Ramey, II, P.E., Director of Public Works

BACKGROUND/HISTORY:

Comprehensive Plan

The subject property is located within the Downtown District, which is identified as an Opportunity Area on the Future Land Use Map of the Comprehensive Plan. The Downtown District is envisioned as a regional destination and a hub of activity in the City. This would be achieved with vertical mixed use and boutique retail development. This area is also envisioned as being pedestrian-oriented.

The ultimate goal for development in Downtown is to encourage uses/developments designed so a person can comfortably walk from one location to another, encourage strolling, window-shopping, and other pedestrian activities, and provide a mix of commercial and civic uses including offices, a mix of different retail/personal service types, and other government and social service outlets. The proposed use complies with the vision of the Downtown District on the Future Land Use Map of the Comprehensive Plan.

Project Scope

The applicant is seeking approval of a Specific Use Permit (SUP) for a tattoo and body piercing establishment in the existing 11,948 s.f. building known as Main Station, located at 100 S Main Street. The tenant space for the tattoo and body piercing establishment would occupy approximately 946 s.f. of the existing building. The applicant proposes the hours of operation to be from 10:00 a.m. to 10:00 p.m., Monday through Sunday.

Parking and Traffic

The applicant proposes to utilize the existing public parking adjacent to the subject property to serve the use. This parking is available to all Downtown patrons as the Downtown Duncanville District does

not require parking be provided onsite for occupants. The intent is to encourage pedestrian activity in the district by allowing patrons to park in one location and walk to various destinations within the area.

Typically, in other zoning districts, the required parking ratio for retail or personal service uses is one parking space per 200 square feet of gross floor area. Based on the floor area of the proposed use, five parking spaces would be required if the use was located in a zoning district which required parking. Due to the availability of on-street parking and the vision of the Downtown Duncanville District to encourage pedestrian activity, the proposed use will not adversely impact parking and traffic in the area.

Signage

The site must comply with Article XII-L, Downtown Duncanville District Development Standards of the Zoning Ordinance and Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Uses

The subject property is immediately surrounded by office, residential, restaurant, and retail uses as part of the existing building which includes a mix of uses. Additionally, the subject property is adjacent to a performing arts theater to the south. The subject property is physically surrounded from adjacent properties along the surrounding streets: E Center Street (north), Hastings (east), Freeman Street (south), and S Main Street (west). The subject property is surrounded by the Downtown Duncanville ("DD") zoning district with a mix of uses primarily including office and retail.

Zoning and Land Use

The SUP is being requested to comply with Article XIII of the Zoning Ordinance to allow for a tattoo and body piercing establishment in the Downtown Duncanville ("DD") zoning district.

Every SUP granted under the provisions of the Zoning Ordinance shall be considered an amendment to the zoning district applicable to such property and shall authorize the specific use in addition to the uses permitted by right in the district. The purpose of a SUP is to allow certain uses in districts that under most circumstances would not be compatible or have not been allowed with other permitted uses, but with certain conditions and development restrictions may be allowed.

Per Article XIII-B, Section 2(1) of the Zoning Ordinance, in considering an application for a SUP, 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 City of Duncanville Comprehensive 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.

The appropriateness of the use for the subject property must also be evaluated on whether the site can accommodate all the requirements of the Zoning Ordinance.

Automatic renewal is an alternative to the standard method of renewing a SUP by amending the Specific Use permit Ordinance. In order for automatic renewal to occur, the property owner or his representative must file a completed application for automatic renewal with the Director of Public Works after the one hundred eightieth day but before the one hundred twentieth day before the expiration of the current SUP time period. All provisions of Article XIII-B, Section 2 (6)(A) regarding automatic renewal must be followed.

A SUP may be issued for an unlimited or a limited period of time. It would be appropriate for a condition of the SUP to include a time limit to allow for the reevaluation of the compatibility of the tattoo or body piercing use with other uses in the area and requests of any reports of noise or other disturbances with the Police Department.

Similar requests have included a one (1) year to five (5) year period with additional year automatic renewal periods.

Planning and Zoning Commission

After discussion, a motion was made to recommend approval of the request to the City Council with the following conditions on the Specific Use permit including, but not limited to:

1. Property shall be developed in accordance with the floor plan, which is attached hereto as (Attachment 3) and is incorporated herein as special conditions.
2. Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility.
3. The existing public parking available in the Downtown Duncanville District shall satisfy the parking needs for the use.
4. Hours of operation shall be Monday through Sunday from 10:00 am to 10:00 pm.
5. Five (5) year time limit with the option of five-year automatic renewals.

The vote was 6-1 in favor, with Commissioner Shine in opposition.

POLICY EXPLANATION:

Following discussion, the Planning & Zoning Commission voted 6-1 for, subject to aforementioned conditions, per the attached minutes (Attachment 7).

Seventeen (17) notices (Attachment 4) were sent to properties within a 200-foot radius (Attachments 5) for this public hearing. As of this writing, one response in support has been received. Per the City's zoning ordinance, written survey responses will continue to be received until the close of business Wednesday, May 13, 2020.

FUNDING SOURCE:

N/A

RECOMMENDATION:

The Planning & Zoning Commission recommends approval of an Ordinance to amend the existing Downtown Duncanville "DD" District Zoning to include a Specific Use Permit to allow a tattoo and body piercing establishment on portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, Duncanville, subject to conditions.

ATTACHMENTS:

[Attachment 1 Legal Advertisement](#)

[Attachment 2 Area of Request Maps](#)

[Attachment 3 Floor Plan-Site Plan](#)

[Attachment 4 Letter and Survey to Property Owners within 200ft Buffer](#)

[Attachment 5 List and map of property owners-surveys](#)

[Attachment 6 Letter from Applicant](#)

[Attachment 7 Unapproved Planning and Zoning Minutes](#)

[Attachment 8 Promotional flyer and Work Samples](#)

[Attachment 9 Letter from Owner](#)

[Attachment 10 Signatures of Support](#)

[Attachment 11 Ordinance No. - 2384 - Amend the Downtown District "DD" to include a SUP to allow a Tattoo and Body Piercing Establishment](#)

ATTACHMENT 1

Advertise 1 time - By April 10

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2020-04

A public hearing will be held before the Planning & Zoning Commission on Monday, April 27, 2020, at 7:00 p.m., and before the City Council on Tuesday, May 19, 2020, at 7:00 p.m., online from the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of Francisco Rosales, applicant, representing Main Station Duncanville, Ltd., owner, to amend the existing "DD" Downtown Duncanville District zoning to include an "SU" Specific Use Permit to allow a tattoo and body piercing establishment on a portion of Main [Station](#), Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S. Main Street, Duncanville.

The City Council of the City of Duncanville will hold a public hearing on Tuesday, May 19, 2020, at 7:00 p.m. online from the Council Chambers, City Hall, 203 E. Wheatland Road, to consider the recommendations of the Planning and Zoning Commission regarding this request.

As an interested citizen, you may [submit public comments](#) to either the City Secretary or to Athena Seaton, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email to aseaton@duncanville.com stating your position.

CITY OF DUNCANVILLE

Kristin Downs
City Secretary

Athena Seaton, CPM
Interim Secretary, Planning and Zoning Commission

ATTACHMENT 1

Advertise 1 time - By May 8

NOTICE OF A PUBLIC HEARING BEFORE THE
CITY COUNCIL
ZONING FILE #2020-04

A public hearing will be held before the City Council on Tuesday, May 19, 2020, at 7:00 p.m., online from the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of Francisco Rosales, applicant, representing Main Station Duncanville, Ltd., owner, to amend the existing "DD" Downtown Duncanville District zoning to include a Specific Use Permit "SUP" to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S. Main Street, Duncanville.

As an interested citizen, you may submit public comments to either the City Secretary or to Athena Seaton, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email to aseaton@duncanville.com stating your position.

CITY OF DUNCANVILLE

Kristin Downs

City Secretary

Athena Seaton, CPM

Interim Secretary, Planning and Zoning Commission

ATTACHMENT 2

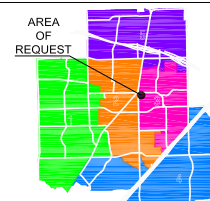


Proposed Zoning Change

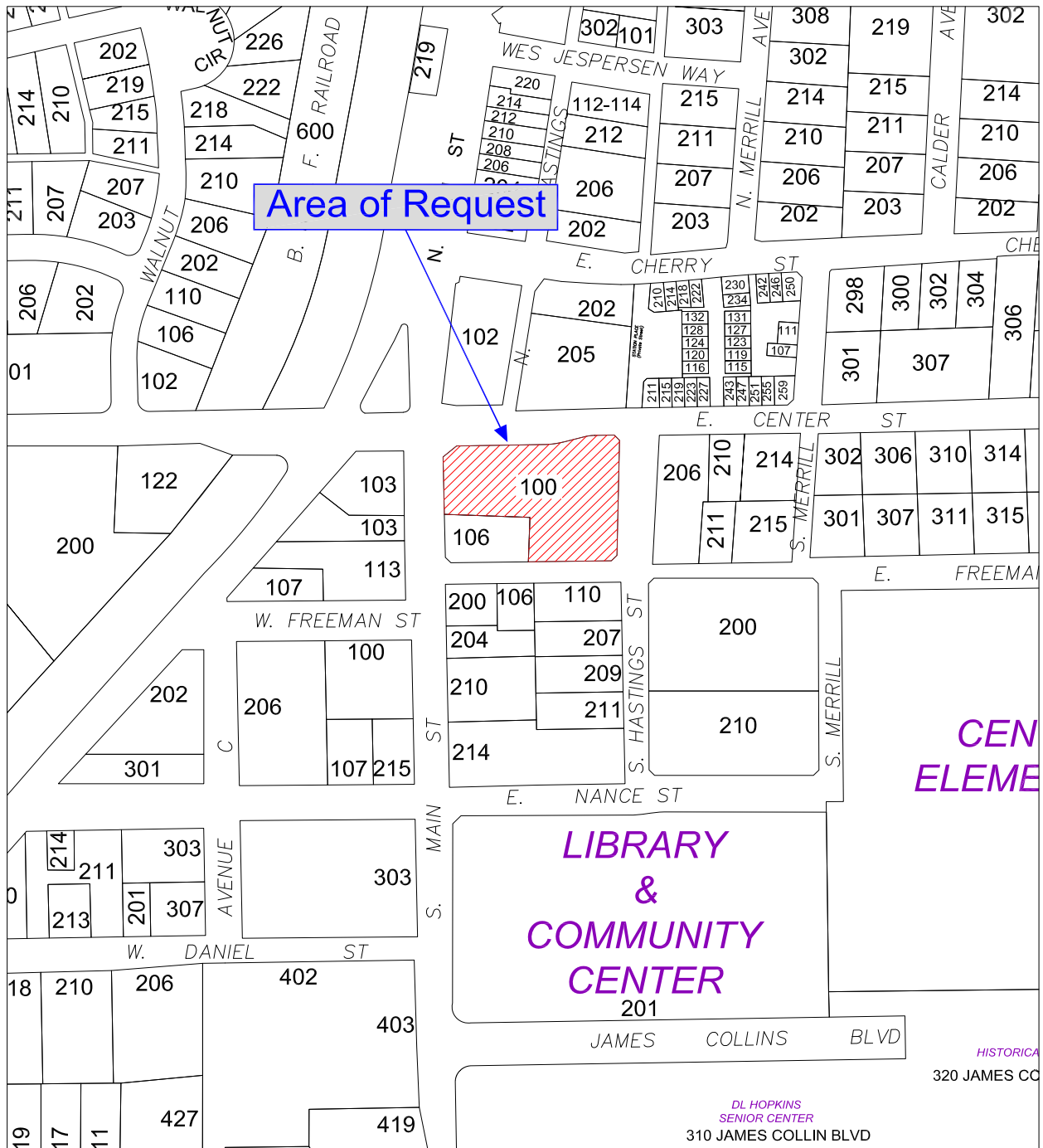
Case # 2020-04

Aerial Location

100 S. Main Street



ATTACHMENT 2

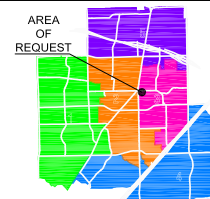


Proposed Zoning Change

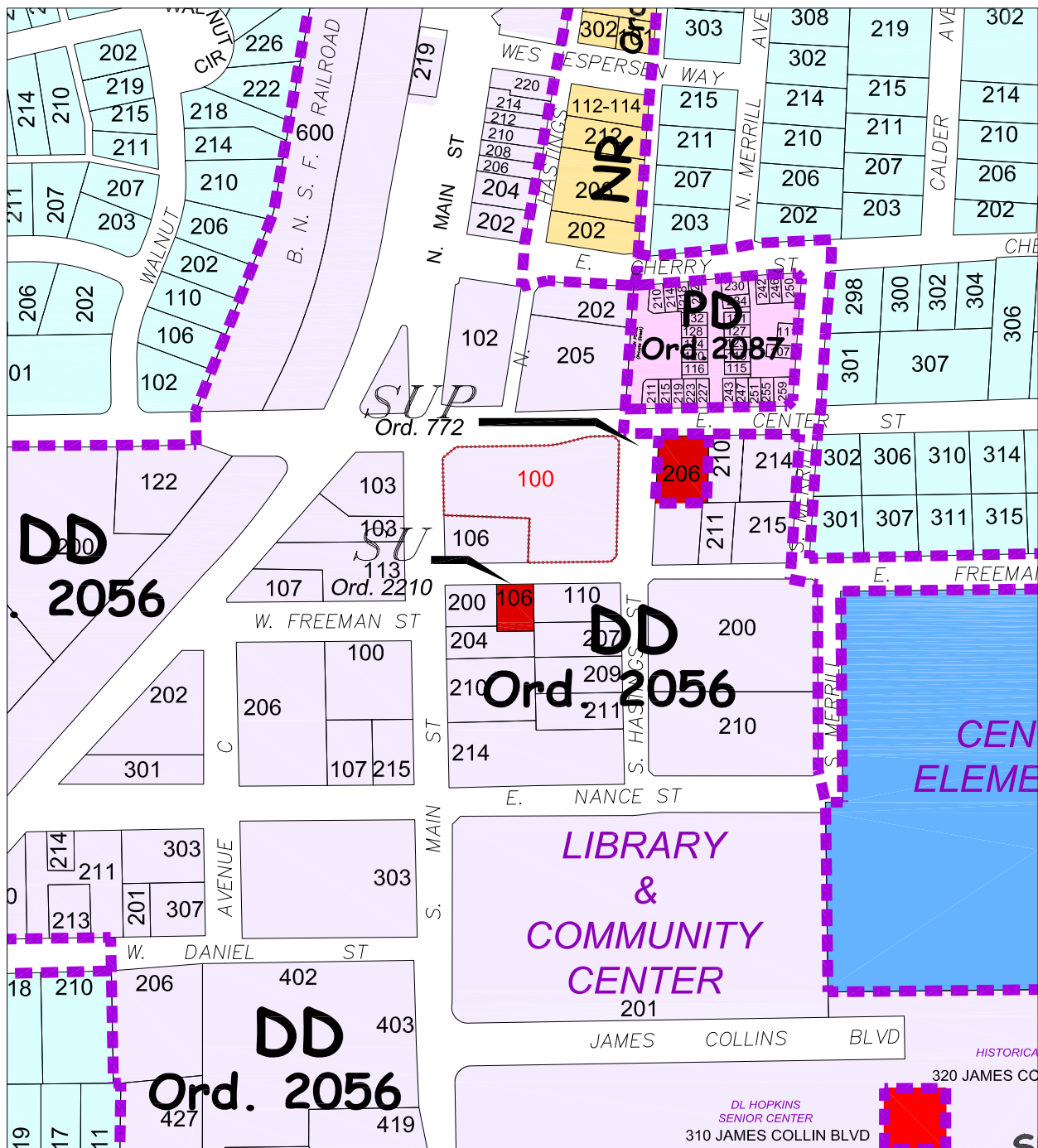
Case # 2020-04

Area of Request

100 S. Main Street



ATTACHMENT 2





Duncanville
City of Champions

Proposed Zoning Change

Case # 2020-04

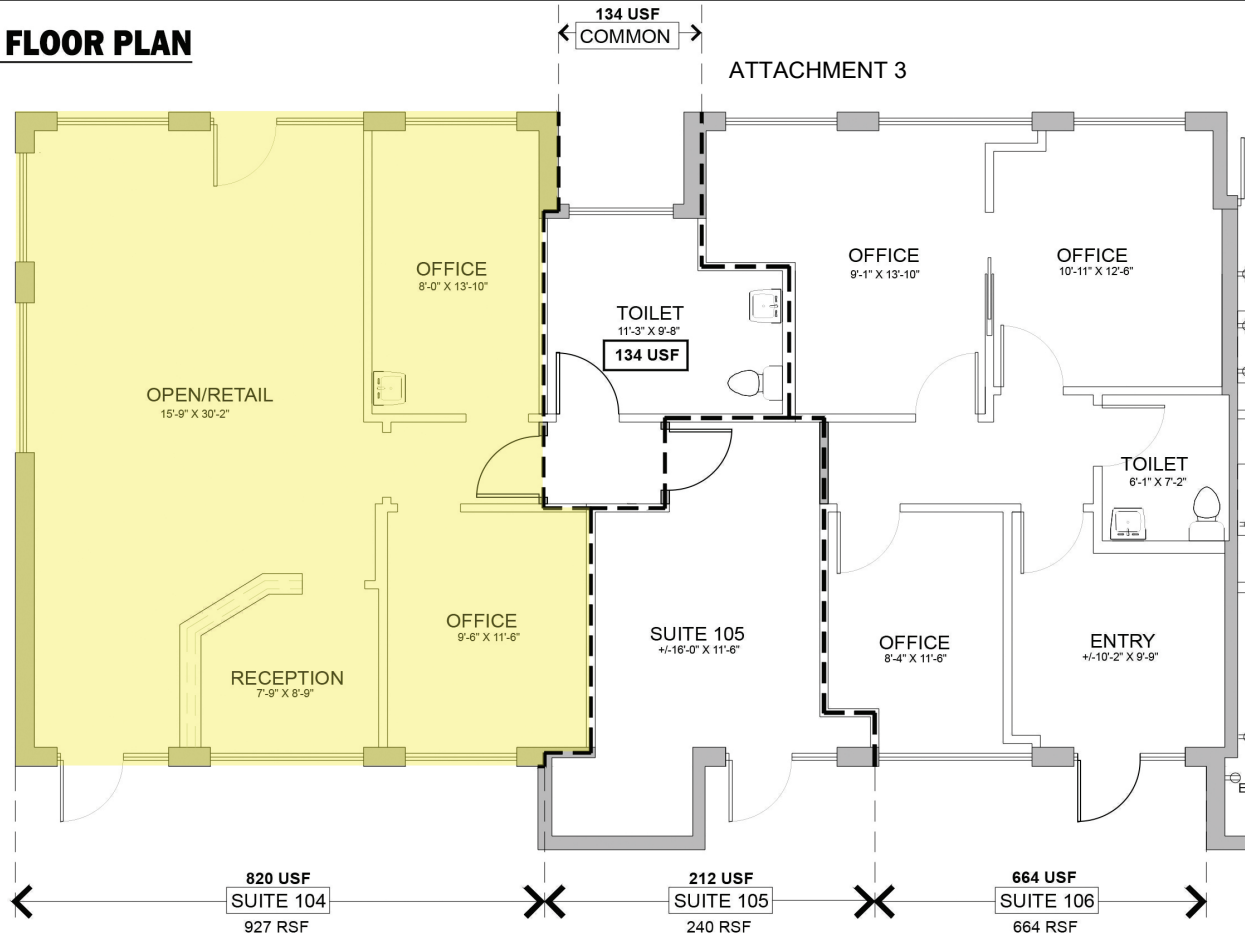
Current Zoning Area

100 S. Main Street



AREA OF REQUEST

EXHIBIT C: FLOOR PLAN



NORTH

SCALE: 1/8" = 1'-0"

PRINT ON 8 1/2x11 SHEET

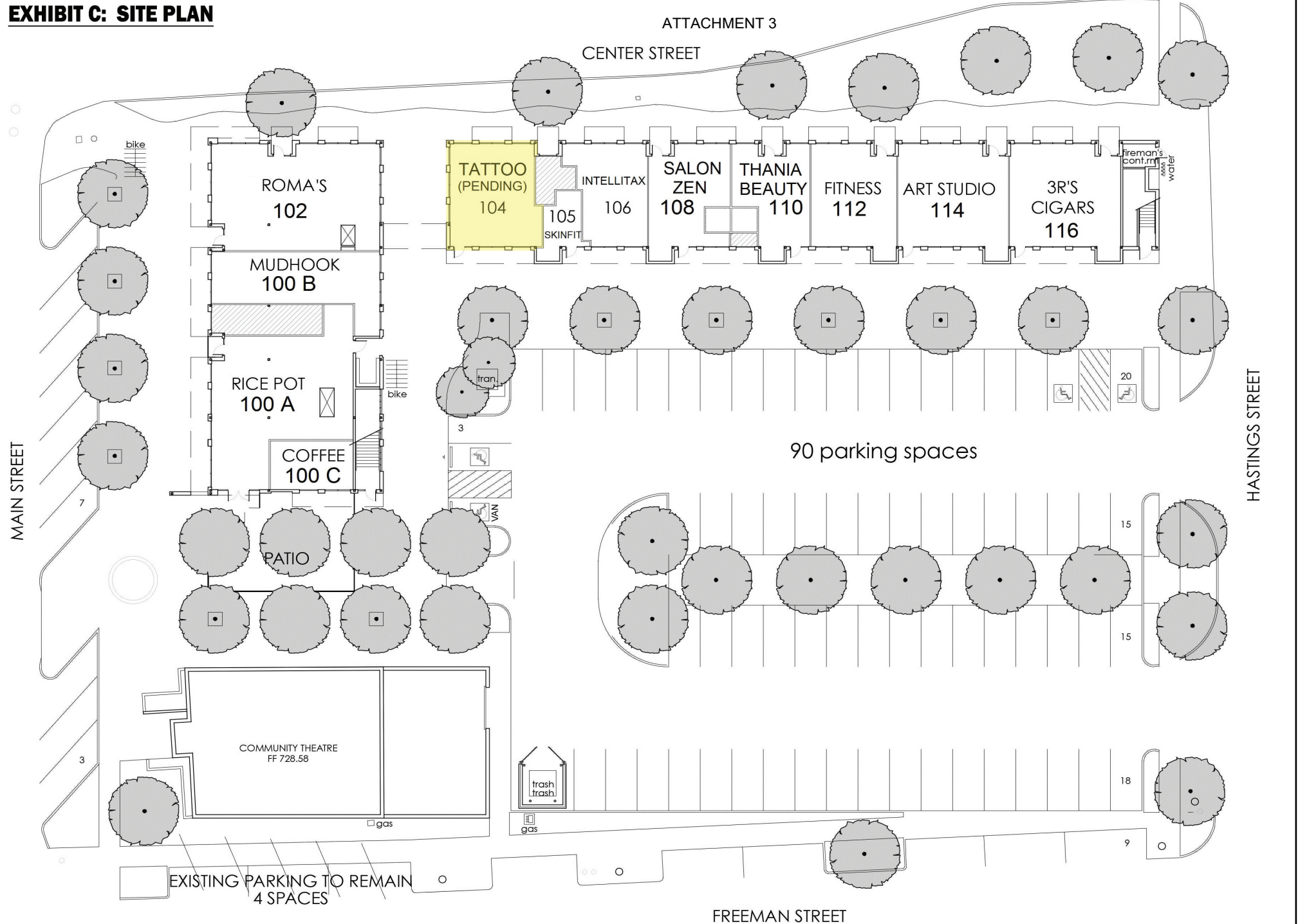
MAIN STATION

Conceptual Space Plan
Suites 104, 105 & 106

111 E. DAVIS STREET
SUITE 101
DUNCANVILLE, TEXAS 75116
972-283-1111



EXHIBIT C: SITE PLAN



ATTACHMENT 4

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



April 14, 2020

Zoning File: 2020-04

Dear Property Owner:

Francisco Rosales, applicant, representing Main Station Duncanville, Ltd., owner, are requesting to amend the existing Downtown Duncanville District "DD" zoning to include a Specific Use Permit "SUP" to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S. Main Street, Duncanville. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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, April 27, 2020, at 7:00 p.m., and a City Council public hearing will be held on Tuesday, May 19, 2020, at 7:00 p.m., online from 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 May 13, 2020, 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 Athena Seaton, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email to aseaton@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Athena Seaton, CPM
 Interim Secretary, Planning and Zoning Commission

Enclosure

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5000 P | 972.780.5077 F |
duncanville.com

ATTACHMENT 4

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2020-04 Francisco Rosales, applicant, representing Main Station Duncanville, Ltd., owner, are requesting to amend the existing Downtown Duncanville District "DD" zoning to include a Specific Use Permit "SUP" to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S. Main Street, Duncanville. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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

The Planning and Zoning Commission will hold a public hearing on Monday, April 27, 2020, at 7:00 p.m., and a City Council public hearing will be held on Tuesday, May 19, 2020, at 7:00 p.m., online from 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 May 13, 2020, 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 Athena Seaton, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email to aseaton@duncanville.com stating your position.

If you are in opposition of this zoning application, protests must be received at City Hall no later than Wednesday, May 13, 2020, by 5:00 p.m.

Please check one:

☐ *In favor of granting the zoning request.*

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

My reasons are as follows:

1).

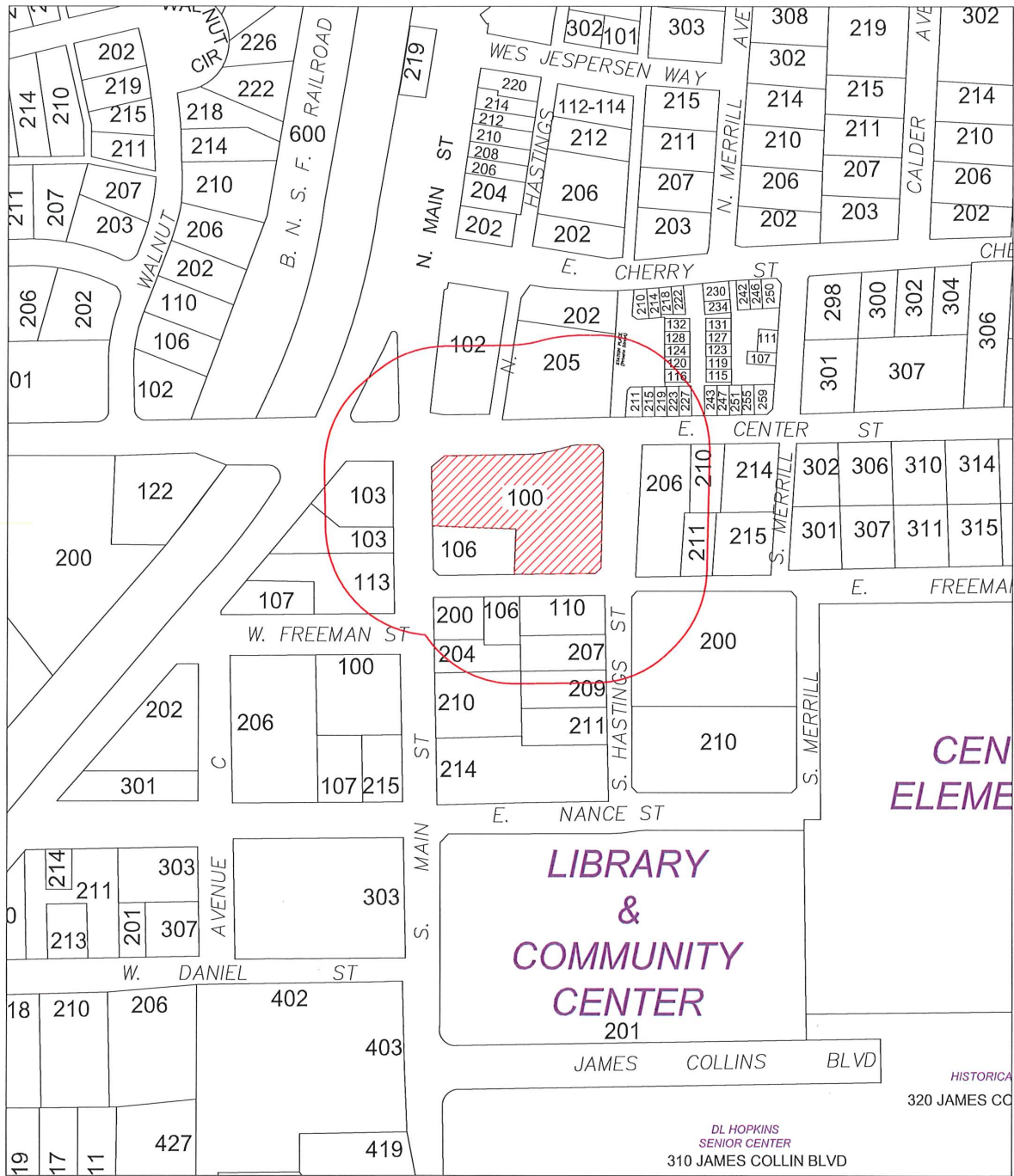
2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

ATTACHMENT 5



Proposed Zoning Change

Case # 2020-04

200 Foot Buffer

100 S. Main Street



ATTACHMENT 5

205 E CENTER STREET LP
4311 POTOMAC AVE
DALLAS TEXAS 752052628

JOHNSON JETTIE B
1207 REGENTS PARK CT
DESOTO TEXAS 751152838

DEAN WILLIAM R ET AL
101 S MAIN ST
DUNCANVILLE TEXAS 751164703

DEAN WILLIAM R ET AL
101 S MAIN ST
DUNCANVILLE TEXAS 751164703

MAIN STATION DUNCANVILLE
111 E DAVIS ST #101
DUNCANVILLE TEXAS 751163615

DUNCANVILLE CITY OF
PO BOX 380280
DUNCANVILLE TEXAS 751380280

SOUTHWESTERN BELL
SBC COMM INC PPTY TAX DEP
909 CHESTNUT ST RM 36M01
SAINT LOUIS MISSOURI 631012017

MAIN STATION RAILROAD FLATS LLC
111 N DAVIS ST STE 101
DUNCANVILLE TEXAS 751163615

DUNCANVILLE COMMUNITY & ECONOMIC
DEVELOPMENT CORP
PO BOX 380280
DUNCANVILLE TEXAS 751380280

DUNCANVILLE COMMUNITY & ECONOMIC
DEVELOPMENT CORP
PO BOX 380280
DUNCANVILLE TEXAS 751380280

DUNCANVILLE COMMUNITY & ECONOMIC
DEVELOPMENT CORP
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DEVELOPMENT CORP
PO BOX 380280
DUNCANVILLE TEXAS 751380280

DUNCANVILLE COMMUNITY & ECONOMIC
DEVELOPMENT CORP
PO BOX 380280
DUNCANVILLE TEXAS 751380280

MARCUS CABLE ASSOC LTD
12405 POWERSCOURT DR
SAINT LOUIS MISSOURI 631313673

JAMMOR LP
JASON MORAHAN
P.O. BOX 140795
DALLAS TEXAS 752140795

CALDERON MARIA D & VALENTIN
723 EISENHOWER DR
DUNCANVILLE TEXAS 751372603

MAIN COMMONS DUNCANVILLE
111 E DAVIS ST STE 101
DUNCANVILLE TEXAS 751163615

DL COMMERCIAL LTD
PO BOX 381146
DUNCANVILLE TEXAS 751381146

LOTT DALTON L
PO BOX 381146
DUNCANVILLE TEXAS 751381146

MATA SUNILDA MARIA
1303 MEADOW RIDGE DR
DUNCANVILLE TEXAS 751373632

WINN TOMMY J
STE 210
214 S MAIN ST STE 210
DUNCANVILLE TEXAS 751164768

SISCO ROBERT H
MAVIS ANN SISCO
4862 WHITEHEAD RD
MIDLOTHIAN TEXAS 760656383

NAPPYBLISS LLC
207 S HASTINGS ST
DUNCANVILLE TEXAS 751164838

VOSE LEONARD C
209 S HASTINGS ST
DUNCANVILLE TEXAS 751164838

2020-04 List of Property Owners
within 200'

ATTACHMENT 5

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2020-04 Francisco Rosales, applicant, representing Main Station Duncanville, Ltd., owner, are requesting to amend the existing Downtown Duncanville District "DD" zoning to include a Specific Use Permit "SUP" to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S. Main Street, Duncanville. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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

The Planning and Zoning Commission will hold a public hearing on Monday, April 27, 2020, at 7:00 p.m., and a City Council public hearing will be held on Tuesday, May 19, 2020, at 7:00 p.m., online from 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 May 13, 2020, 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 Athena Seaton, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email to aseaton@duncanville.com stating your position.

If you are in opposition of this zoning application, protests must be received at City Hall no later than Wednesday, May 13, 2020, by 5:00 p.m.

Please check one:

☒ In favor of granting the zoning request.

☐ Not in favor of granting the zoning request.

My reasons are as follows:

- 1). Use makes this property better
- 2). young people attracted to
- 3). Creative business

Printed Name:

Monte Anderson

Address:

100 S. Main

Signature:

MA

Date:

4-20-20

Disclosure:

I am a city Council person in Duncanville

ATTACHMENT 6

To: City of Duncanville

My name is Francisco De Jesus Rosales. I've been tattooing for over 8 years throughout Dallas and have been living in Duncanville for 20 years. Through my time living in Duncanville I've seen the progress growing in the city as far as from a small business popping up to the diversity of people coming together. I've always felt art was something that could bring people together no matter where you're at; and with that energy I would at times play with the idea in my head of opening a tattoo studio right in the heart of Duncanville. Main Street. To be able to create an environment to have fellow artists and clients come in and feel comfortable and motivated to create and produce art together.

Tattooing has evolved so much in just my short 8 years of experience and has taught me that it goes beyond just tattooing. You could be playing a small part in someone's life that may be going through a rough time and needs a tattoo to help cope with reality or help celebrate someone's achievement by immortalizing that trophy with a tattoo. It's always about capturing a moment in time and as being a tattoo artist it really is an honor being able to give that to the client.

I have a vision that not only will people be walking out with solid tattoos but to create an environment where we can meet for art events. Like having drawing sessions with the community where anyone is welcomed to come draw. Paint sessions with kids to encourage them to keep creating. Help promote fellow up and coming artists in any genre.

Building a gallery feel type of vibe to always feel comfortable and confident that if you'll be walking out with a one of a kind piece of artwork.

I could think of no better place to have such an environment but right in the middle of Main Street at the Main Station. Where I can already see the progress growing and just being a fun place to be around. Even if it's not for a tattoo I like that you'll feel comfortable being surrounded with the music, food, and art that surrounds the Main Station.

Opening a tattoo studio has been an idea of mine for the last couple of years and I really believe that it can help show how open minded and diverse Duncanville is growing. I'm proud to just even have the opportunity to contribute to this city and hope I can give back through my love for art.

Hours of operation
7 Days a week
10am-10pm

ATTACHMENT 7

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E. WHEATLAND ROAD
MONDAY, APRIL 27, 2020 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, April 27, 2020, at 7:00 p.m. at City Hall and via videoconferencing with the following present:

Planning and Zoning Commission Members:

Greg Zylka	Chairman
Betty Culbreath	Vice-Chairman
Tom Shine	Commissioner
Jana McBroom	Commissioner
George Turner	Commissioner
Richard Shaw	Commissioner
Elias Rodriguez	Commissioner

City Staff and Consultants:

Greg Ramey, Director of Public Works
Jackie Culton, Assistant Director of Public Works
Andrew Ruegg, Interim City Planner

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the Planning and Zoning Commission for the City of Duncanville, Texas will conduct the Planning and Zoning Commission Regular Meeting by video conference at 7:00 pm on Monday, April 27, 2020, 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 (COVID19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email aseaton@duncanville.com and title the email “Public Comment – April 27th”. All public comments submitted by 4pm on Monday, April 27, 2020 will be provided to the Planning and Zoning commissioners and entered into the record for the April 27, 2020 Planning and Zoning Commission Regular Meeting.

Please register for the Planning & Zoning Commission Meeting – April 27, 2020, on Apr 27, 2020 at 7:00 PM CDT at:

<https://attendee.gotowebinar.com/register/22318293399823117>

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

ATTACHMENT 7

OR
TO USE YOUR TELEPHONE

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The meeting convened at City Hall and via videoconferencing and was called to order at 7:08 p.m. by Chairman Zylka.

Item No. 1 – Receive Public Comments

Due to recent changes in state legislation, public comments have been added to the agendas of all boards and commissions subject to the Open Meetings Act, with time allocated at the beginning of each meeting. Comments are limited to two minutes per speaker.

No comments were received to date during public comments.

Item No. 2 –Approval of meeting minutes for February 10, 2020, Regular Meeting and workshop meeting minutes for February 24, 2020.

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

Item No. 3 – Conduct a public hearing (2020-04) for consideration and action regarding the request of Francisco Rosales, applicant, representing Main Station Duncanville, LTD. owner, to amend the existing Downtown Duncanville District “DD” to include a Specific Use Permit to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, Duncanville.

Andrew Ruegg presented background information regarding the SUP request.

Francisco Rosales, applicant, spoke in favor of the request.

Public hearing opened at 8:08 pm. The following individuals spoke in favor of the request:

Bryan Kaeser, business owner of Mudhook Bar and Restaurant and Black and Bitter Coffee, 100 S Main Street, Suite 101-B and 101-A, Duncanville 75116.

Juan Trejo, client and owner of Texas Barber Shop and School, 212 N Main Street, Duncanville, 75116 and 1210 S Main St, Duncanville 75137.

Thomas Kreinberg, client, C-4233 Gruber Road, Fort Bragg, NC 28310.

ATTACHMENT 7

Erika Castillo, client, 351 E Cherry St, Duncanville 75116

Amariss Feemster, representative for owner, 111 E Davis St, Suite 100, Duncanville 75116.

Martha Rosales, family member, 1002 Red Clover Lane, Duncanville 75137.

Commissioner Rodriguez made a motion to close the public hearing at 8:23 pm, with motion seconded by Commissioner Shaw. The vote was 7-0 unanimously to close the public hearing.

Discussion followed regarding hours of operation, parking, other tenants, certification, and licensing for the proposed use.

Commissioner McBroom made a motion, seconded by Commissioner Culbreath to approve the Specific Use Permit with the conditions provided in the staff report and a five-year time limit with one automatic renewal. The vote was 6-1 in favor, with Commissioner Shine in opposition.

Item No. 4 – Consider approval of (2019-11) a preliminary and final plat request of Norberto Guillen, applicant and owner, to plat James Henderson Survey, Abstract No. 558, Tract 20, approximately 2.101 acres, Dallas County, Texas, more commonly known as 803 W Daniieldale Road, Duncanville.

Andrew Ruegg presented background information regarding the property.

The public hearing opened at 8:21pm. No one spoke in favor or opposition of the request.

Commissioner Culbreath made a motion to close the public hearing at 8:23pm with motion seconded by Commissioner Rodriguez. The vote was 7-0 unanimously to close the public hearing.

Discussion followed regarding easement allocation for the two lots and the fulfillment of requirements for residential 3.0 zoning.

Commissioner Culbreath made a motion, seconded by Commissioner Rodriguez to approve the plat. The vote was 7-0 unanimously to approve the preliminary and final plat request.

Commissioner Zylka made the announcement that the next Planning and Zoning meeting would be a virtual workshop on May 11, 2020, to discuss the Zoning Ordinance Update. This will give all commissioners a chance to review and ask questions to clarify any changes.

Being no further business, the meeting adjourned at 8:46 p.m.

Athena Seaton, Interim Secretary

Greg Zylka, Chairman

ATTACHMENT 8

MAIN STATION

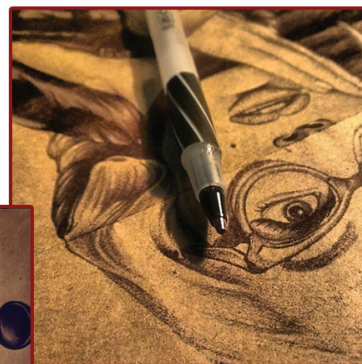
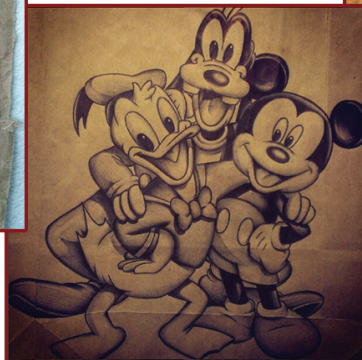
- W E L C O M E S -

Francisco Rosales



As a child growing up in Duncanville, Francisco always had a desire to draw and create. He enjoyed anything and everything art related. After years of friends and family asking him to create portraits and other artwork, people began asking him to design their personal tattoos. As a smart business man, Francisco quickly realized the growing potential to become an entrepreneur by turning his passion for art into a lucrative business. He decided to become a professional tattoo artist, transforming his own pencil and ink drawings and taking them to the next level, specializing in black & grey art along with realism. After much hard work and discipline, Francisco finally realized one of his life's dreams, turning art into business. He has been a professional artist now for 8 years and ready to take the next step in opening his own studio in the heart of his home town, Duncanville, TX. The City of Champions, and artist, and entrepreneur's.

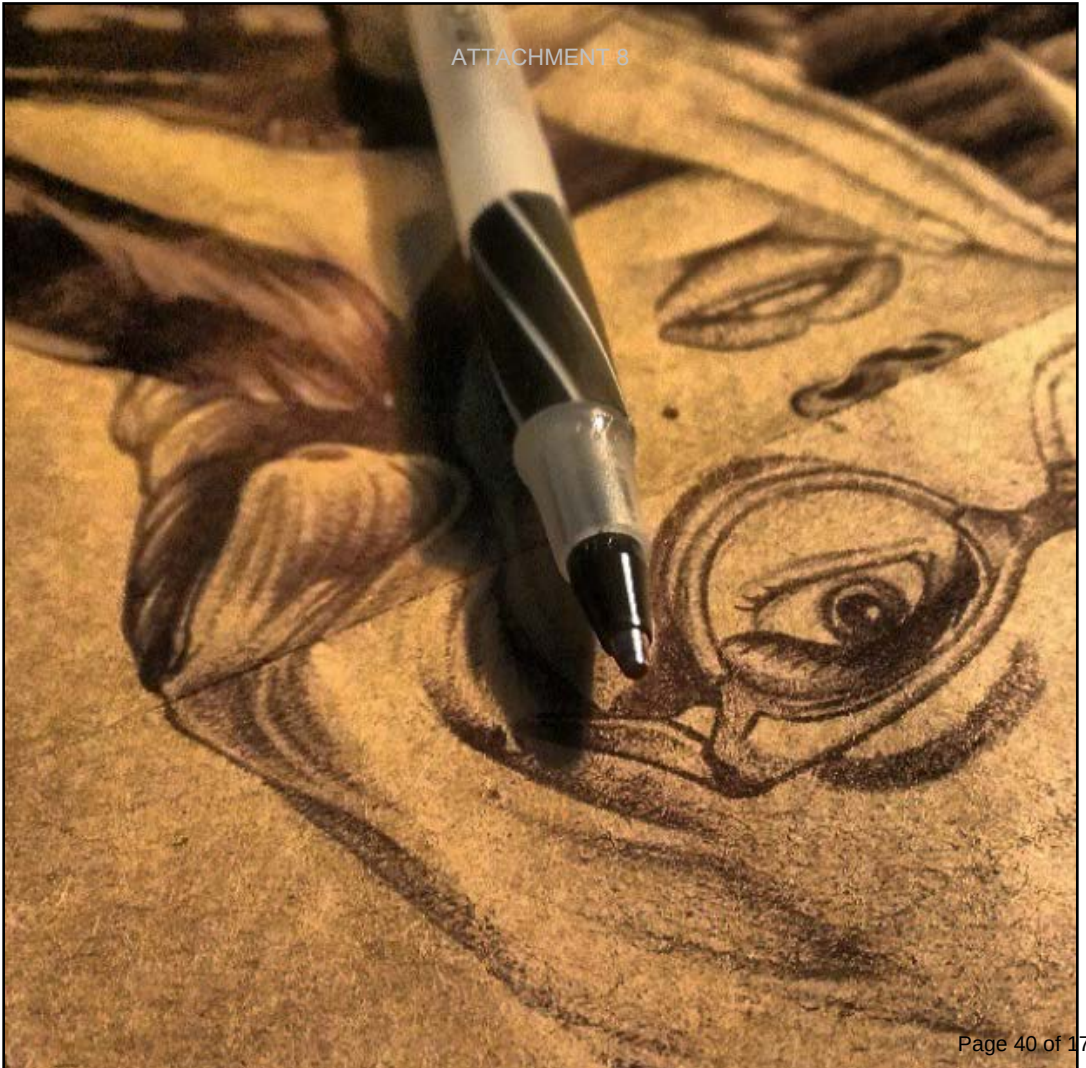
As a home town entrepreneur, Francisco has a deep passion to bring his art and craft to the city he loves in order to help grow and contribute to the thriving art community inside Duncanville.



ATTACHMENT 8



ATTACHMENT 8



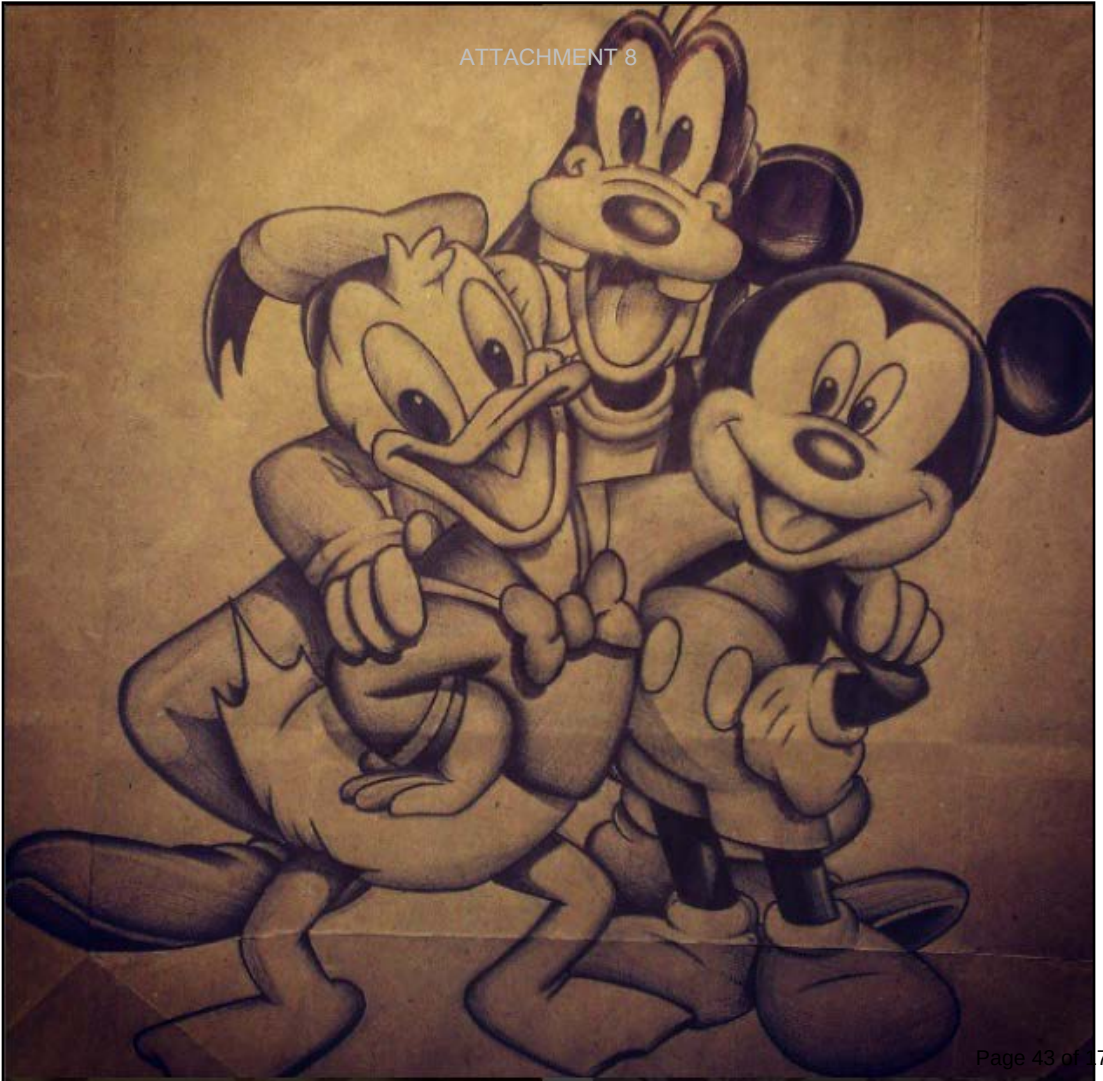
ATTACHMENT 8



ATTACHMENT 8



ATTACHMENT 8



ATTACHMENT 9

MAIN STATION DUNCANVILLE, LTD.

City of Duncanville
Planning Department
203 E. Wheatland
Duncanville, Tx 75116

via email to aseaton@duncanville.com

Re: Francisco Rosales

To the Planning Department,

Please be advised that we are aware that Mr. Rosales has submitted an application for a Specific Use Permit to allow for a Tattoo and Art Studio to be located in suite 104 of Main Station. We are in favor of Mr. Rosales' application and would like to offer our full support of his business.

Sincerely,

A handwritten signature in black ink, appearing to read 'MA' or 'Monte Anderson'.

Monte Anderson, General Partner
Main Station Duncanville, Ltd.

**111 E. Davis, suite 101
Duncanville, Texas 75116**

ATTACHMENT 10

As business owners and residents of Main Station Duncanville and the surrounding area, we are in favor of allowing Francisco Rosales, tattoo/ink artist, to join us at Main Station, as a tenant. Thank you for this consideration.

Name/Address/Phone Number

212 N. Main Street Duncanville TX 75116
 1210 S. Main Street Duncanville TX 75137
 Julian Lehnja 100 S. Main St #102 Duncanville TX 75116
 Jeff Strap 100 S Main St #114 Duncanville, TX 75116
 Deniz Unal 1014 Briar Hill Cir Duncanville TX 75137
 Alex 118 N Main St Duncanville TX 75116 King's Best Barber
 Oscar Rodriguez 212 N. Main St Duncanville TX 75116
 Cadon Lee 100 South Main St Suite 209 Duncanville TX 75116 912-754
 Manah Mutton 100 S. Main 215 Duncanville TX 75116 5363
 Daniel Flores 215 W. Fair St. Duncanville, TX 75116 214.535.5768
 Juan Ramirez (214) N Merrill Duncanville (214) 906 4 711
 Paul Spanner 107-111 Merrill Duncanville TX 75116 214 801 8881
 Connie Meeks McClure 111 E. Davis St. Unit 201 Duncanville, TX 75116
 Pius Coles 111 N. Merrill Ave 75116 972-743-6916

214-549
 9881

ATTACHMENT 10

change.org

Recipient: Residents and Business Owners of Duncanville

Letter: Greetings,

Main Station WELCOMES Francisco Rosales

126-Dville

ATTACHMENT 10

Signatures

Name	Location	Date
Amariss Feemster	US	2020-02-26
Jorge Miranda	Duncanville, TX	2020-02-26
Anthony Crayton	Arlington, TX	2020-02-26
Amelia Padilla	Dallas, TX	2020-02-26
Erik Castillo	Duncanville, TX	2020-02-26
Victor Lara	Glenn heights, TX	2020-02-26
Gary Fadeley	Duncanville, TX	2020-02-26
Jessica Dominguez	Dallas, TX	2020-02-26
Carlos Gonzalez	San Antonio, TX	2020-02-26
Carrie Mcsweeney	Duncanville, TX	2020-02-26
Gabrielle Guerrero	Dallas, TX	2020-02-26
Elizabeth Hernandez	Dallas, TX	2020-02-26
Trevour McCartney	Fate, TX	2020-02-26
Amanda Castillo	Duncanville, TX	2020-02-26
Brandon Alvarez	Dallas, TX	2020-02-26
Carolina Hagen	Grapevine, TX	2020-02-26
Lucero Lara	Houston, TX	2020-02-26
Robert Lopez	Irving, TX	2020-02-26
Felix Guerrero	Dallas, TX	2020-02-26
Edgar Gonzalez	Duncanville, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Christian Mendoza	Beaverton, OR	2020-02-26
Veronica Ramirez	Dallas, TX	2020-02-26
Ivan Robles	Desoto, TX	2020-02-26
Eduardo Zapata	Grapevine, TX	2020-02-26
Anavaleria Monzon	Duncanville, TX	2020-02-26
Priscilla Hauxwell	Mesquite, TX	2020-02-26
Krystal Pena	Duncanville, TX	2020-02-26
Anely Anne	Dallas, TX	2020-02-26
Anele Hernandez	Dallas, TX	2020-02-26
George Sainz	Haltom City, TX	2020-02-26
Anthony Brown	Dallas, TX	2020-02-26
Pauleth Tenorio	Duncanville, US	2020-02-26
Erik Uzarraga	Richardson, TX	2020-02-26
Thomas Kreinberg	Birmingham, AL	2020-02-26
Alexandra Hernandez	Dallas, TX	2020-02-26
Elizabeth Cortez	Dallas, TX	2020-02-26
Zeke Pedraza	Duncanville, TX	2020-02-26
Edgar Guardiola	Desoto, TX	2020-02-26
Maria Davalos	Dallas, TX	2020-02-26
Alivia Coffey	Arlington, TX	2020-02-26
Gabriel Pineda	Dallas, TX	2020-02-26
Antonio Zapata	Dallas, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Meghan Moloughney	Dallas, TX	2020-02-26
Gisela Esparza	Duncanville, TX	2020-02-26
Andrew Navarro	Dallas, TX	2020-02-26
Domingo Serrato	Duncanville, TX	2020-02-26
Mayra Franco-Gonzalez	Dallas, TX	2020-02-26
Joey Rosales	Dallas, TX	2020-02-26
Alexis Barba	Plano, TX	2020-02-26
Jazeel Hernandez	Dallas, TX	2020-02-26
Nick Villa	Duncanville, TX	2020-02-26
Odalis Salas	Dallas, TX	2020-02-26
Martha Rosales	Dallas, TX	2020-02-26
Bryan Rosales	North Hollywood, CA	2020-02-26
Andrew Rosales	Duncanville, TX	2020-02-26
Veronica Miranda	Duncanville, TX	2020-02-26
Blanca Martinez	Duncanville, TX	2020-02-26
Israel Savala	Dallas, TX	2020-02-26
Rolando Martinez	Duncanville, TX	2020-02-26
Felicity Becerra	Duncanville, TX	2020-02-26
John Davila	Dallas, TX	2020-02-26
Carlos Belmonte	Dallas, TX	2020-02-26
Karls Loya	Irving, TX	2020-02-26
Sabrina Machorro	Dallas, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Jonathan Rodriguez	Dallas, TX	2020-02-26
Lisandra Flores	Dallas, TX	2020-02-26
Melissa Mejia	Dallas, TX	2020-02-26
Matthew Diaz	Duncanville, TX	2020-02-26
Johnathon Simon	Duncanville, TX	2020-02-26
José Martinez	Duncanville, TX	2020-02-26
Jasmine Ben	Providence, US	2020-02-26
Homero Iturralde	Dallas, TX	2020-02-26
Miran Garza	Dallas, TX	2020-02-26
Gina Guzman	Denton, TX	2020-02-26
Javier Garcia	Desoto, TX	2020-02-26
Sebastian Hernandez	Dallas, TX	2020-02-26
Lisette Christine	Edmond, OK	2020-02-26
Fabiola Fabela	Dallas, TX	2020-02-26
Javier Sifuentes	Duncanville, TX	2020-02-26
Joshua Ricano	Duncanville, TX	2020-02-26
Parastoo Motaamed	Elk Grove Village, US	2020-02-26
Hector Medina	Duncanville, TX	2020-02-26
Jesse Cadena	Dallas, TX	2020-02-26
Jesse Ibanez	Duncanville, TX	2020-02-26
Vanessa Ortiz	Arlington, TX	2020-02-26
Omar Puente	Grand Prairie, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Julian Sanchez	Dallas, TX	2020-02-26
Elizabeth Garcia	Dallas, TX	2020-02-26
Isaiah Gonzalez	Mesa, AZ	2020-02-26
Miguel Hernandez	Dallas, TX	2020-02-26
Abel Hernandez	Dallas, TX	2020-02-26
Eve Escalante	Dallas, TX	2020-02-26
Luis Rivera	Duncanville, TX	2020-02-26
Keerthi Spk	Carlsbad, US	2020-02-26
Kevin Marin	US	2020-02-26
Veronica Cruz	Duncanville, TX	2020-02-26
Tabatha Sandoval	Dallas, TX	2020-02-26
Hugo Gonzalez	Dallas, TX	2020-02-26
Joe Garza	Dallas, TX	2020-02-26
Linda Flores	Euleess, TX	2020-02-26
Tj Nelson	Duncanville, TX	2020-02-26
Yanira Barron	Dallas, TX	2020-02-26
Luis Arellano	Dallas, TX	2020-02-26
Vonte Crayton	Plano, TX	2020-02-26
Armando Rojas	Dallas, TX	2020-02-26
Karina Carrasco	Duncanville, TX	2020-02-26
Zulema Fabela	Dallas, TX	2020-02-26
Lance Nabors	Glenn Heights, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Dania Limon	Dallas, TX	2020-02-26
Tasha Villarreal	Duncanville, TX	2020-02-26
Jesus Medina	Dallas, TX	2020-02-26
Mark Espinosa	Kennedale, TX	2020-02-26
Eduardo Villalobos	Dallas, TX	2020-02-26
Jennifer Faz	US	2020-02-26
Elena Esparza	Duncanville, TX	2020-02-26
Valerie Martinez	Duncanville, TX	2020-02-26
Jessica Estrada	Odessa, TX	2020-02-26
Evelio Rivas	Dallas, TX	2020-02-26
Amanda Rios	Birmingham, US	2020-02-26
Sherri Graves	Red Oak, TX	2020-02-26
Amin Taghavi	Atlanta, US	2020-02-26
Jacob Garcia	Plano, TX	2020-02-26
Dan Stark	Brooklyn, US	2020-02-26
Christal Cruz	Dallas, TX	2020-02-26
Oscar Hdz	Duncanville, TX	2020-02-26
Fernando Escalante	Dallas, TX	2020-02-26
Michelle Staggs	Dallas, TX	2020-02-26
Robert Cruz	Duncanville, TX	2020-02-26
Monica De La Rosa	Dallas, TX	2020-02-26
Ruben Jimenez	Arlington, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Arturo Donjuan	Dallas, TX	2020-02-26
Miguel castro	Dallas, TX	2020-02-26
Roberto Rosales	Duncanville, TX	2020-02-26
Natalie Gaona	Dallas, TX	2020-02-26
Isak Ramirez	Dallas, TX	2020-02-26
Jasmine Faz	Dallas, TX	2020-02-26
Alyssa Garza	Dallas, TX	2020-02-26
Roger Moreno	Dallas, TX	2020-02-26
Priscilla Moran	Duncanville, TX	2020-02-26
Korina Amador	Lewisville, TX	2020-02-26
Anysia Castellano	Duncanville, TX	2020-02-26
Ruben Miranda	Duncanville, TX	2020-02-26
Sandra Ocon	Dallas, TX	2020-02-26
Ricky Mejia	Duncanville, TX	2020-02-26
Veronica Celaya	Cedar hill, TX	2020-02-26
jesus zuniga	dallas, TX	2020-02-26
Gerardo Lujano	Dallas, TX	2020-02-26
Mesha McDowell	Duncanville, TX	2020-02-26
Stephanie Guerrero	Dallas, TX	2020-02-26
Eric Campos	Duncanville, TX	2020-02-26
Aaron Aguirre	Dallas, TX	2020-02-26
Aristeo Hernandez	Cedar hill, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Jessica Martinez	Grand Prairie, TX	2020-02-26
Loren Braddy	Irving, TX	2020-02-26
Alicia Zambrano	Dallas, TX	2020-02-26
Alexis Llanas	Dallas, TX	2020-02-26
Daniel Villareal	Duncanville, TX	2020-02-26
Daisy Barron	Dallas, TX	2020-02-26
Becky Roussesu	Duncanville, TX	2020-02-26
Eric Carrasco	Duncanville, TX	2020-02-26
Chaunhi Le	Dallas, TX	2020-02-26
Mark Graham	Duncanville, TX	2020-02-26
Veronica Hall	Dallas, TX	2020-02-26
Erika Smith	Dallas, TX	2020-02-26
linnete juarez	dallas, TX	2020-02-26
Crystal Contreras	Cedar Hill, TX	2020-02-26
Jose De Paz	Duncanville, TX	2020-02-26
vanessa celaya	Dallas, TX	2020-02-26
hector aguirre	Dallas, TX	2020-02-26
Rudy Corral	Denton, TX	2020-02-26
Sarah Garza	San Antonio, TX	2020-02-26
kayla lopez	Corpus Christi, TX	2020-02-26
Timothy Gutowski	Arlington, TX	2020-02-26
Visente Rodriguez	Red Oak, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
hubert Pearson	Duncanville, TX	2020-02-26
Alfredo Rodriguez	Irving, TX	2020-02-26
Evelyn Morris	Duncanville, TX	2020-02-26
Eddie Rico	Duncanville, TX	2020-02-26
Miguel Munoz	Hesperia, CA	2020-02-26
Daniel Yanez	Dallas, TX	2020-02-26
John Casas	Grand Prairie, TX	2020-02-26
Miguel Nuno	Duncanville, TX	2020-02-26
Karen Grimaldi	Dallas, TX	2020-02-26
Andrew Abamu	Dallas, TX	2020-02-26
Lorraine Toledo	Cedar Hill, TX	2020-02-26
Jeremy Rodriguez	Duncanville, TX	2020-02-26
Rudy Vasquez	Duncanville, TX	2020-02-26
Jonathan Meza	Los Angeles, CA	2020-02-26
Erika Navarrete	Dallas, TX	2020-02-26
Joseph Pickett	Dallas, TX	2020-02-26
brianna lidle	Duncanville, TX	2020-02-26
Alberto Garcia	Dallas, TX	2020-02-26
BreAnna Orosco	Dallas, TX	2020-02-26
Georgia Blits	Duncanville, TX	2020-02-26
Janie Garcia	Duncanville, TX	2020-02-26
Janeth Alvarez	Dallas, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Lizeth Torres	Dallas, TX	2020-02-26
Ondrea Medford	Dallas, TX	2020-02-26
Denise Alvarez	San Antonio, TX	2020-02-26
Rocio ALCARAZ	Dallas, TX	2020-02-26
Norma Ramirez	Dallas, TX	2020-02-26
Daisy Guillen	Duncanville, TX	2020-02-26
Saul Zapata	Dallas, TX	2020-02-26
Sara Sosa	Duncanville, TX	2020-02-26
Patricia Castillo	Duncanville, TX	2020-02-26
Jesenia sotelo	Duncanville, TX	2020-02-26
LINDA LIDLE	Duncanville, TX	2020-02-26
Bobbie Barrera	Red Oak, TX	2020-02-26
Oscar Perez	Santa Ana, CA	2020-02-26
Saulo Bautista	Dallas, TX	2020-02-26
JON INWOOD	Brooklyn, NY	2020-02-26
Lacy Chavez	US	2020-02-26
Abraham Ocon	Fort Worth, US	2020-02-26
Omar Dominguez	Duncanville, TX	2020-02-26
Bethany Rodriguez	Dallas, TX	2020-02-26
Sonia C Chavez	Duncanville, TX	2020-02-26
Kardavion Woods	Arlington, TX	2020-02-26
Moises Deleon	Dallas, TX	2020-02-26

ATTACHMENT 10

Name	Location	Date
Wesley Bradford	Duncanville, TX	2020-02-26
Carmenjulia Martinez	Dallas, TX	2020-02-27
Jesus Juarez	Dallas, TX	2020-02-27
Tania Garcia	Duncanville, TX	2020-02-27
Jacqueline Salinas	Dallas, TX	2020-02-27
Maria Torres	Duncanville, TX	2020-02-27
Joey Jimenez	Dallas, TX	2020-02-27
Laura Barrera	Garland, TX	2020-02-27
Salvador DelaRosa	Midland, TX	2020-02-27
Carina Gonzalez	Duncanville, TX	2020-02-27
Evelyn Gonzalez	Duncanville, US	2020-02-27
Annicia Kelton-Joseph	Duncanville, TX	2020-02-27
Arturo Ybarra	Dallas, TX	2020-02-27
Carla Baires	Dallas, TX	2020-02-27
Pricila Sanchez	Duncanville, TX	2020-02-27
Juan Montoya	Mesquite, TX	2020-02-27
Chloe Fisher	League City, TX	2020-02-27
Manny Gomez	Dallas, TX	2020-02-27
Leo Sanchez	Dallas, TX	2020-02-27
Janice Hyman	Duncanville, TX	2020-02-27
Jose Bedolla	Ennis, TX	2020-02-27
Shannon Sturman	Duncanville, TX	2020-02-27

ATTACHMENT 10

Name	Location	Date
austin ward	Albany, OR	2020-02-27
Andrea Rodriguez	Dallas, TX	2020-02-27
Jose De Los Santos	Duncanville, TX	2020-02-27
Stephanie G	Dallas, TX	2020-02-27
lisette York	Rowlett, TX	2020-02-27
shena price	Dallas, TX	2020-02-27
Sonia Martinez	mesquite, TX	2020-02-27
Jay Hou SMT	Arlington, TX	2020-02-27
Alyssa Manivanh	Dallas, TX	2020-02-27
Pricilla Sandoval	Garland, TX	2020-02-27
Mayra Martinez	Duncanville, TX	2020-02-27
Joe Moreno	Dallas, TX	2020-02-27
Monica Favella	Duncanville, TX	2020-02-27
Karina Sosa	DeSoto, TX	2020-02-27
Francisco Rodriguez	Dallas, TX	2020-02-27
Nina Cuellar	Dallas, TX	2020-02-27
Annabelle Solis	Dallas, TX	2020-02-27
Jose Garcia	Los Angeles, CA	2020-02-27
Joel Reyes	Dallas, TX	2020-02-27
Tins Tillery	Irving, TX	2020-02-27
Luis Hernandez	Duncanville, TX	2020-02-27
Lily Espinoza	Duncanville, TX	2020-02-27

ATTACHMENT 10

Name	Location	Date
Denise Brown	Altamonte Springs, FL	2020-02-27
Kande Sickles	Dallas, TX	2020-02-27
Dinah Villarreal	Duncanville, TX	2020-02-27
Alejandro Hernandez	Duncanville, TX	2020-02-27
Emily Coco Bevers	Duncanville, TX	2020-02-27
Saul Garcia	Duncanville, TX	2020-02-27
Joahna Vargas	Dallas, TX	2020-02-27
Catalina Esquivel	Cedar Hill, TX	2020-02-27
Jazmin Vasquez	Dallas, TX	2020-02-27
Iliana Tenorio	Dallas, TX	2020-02-27
Roberto De Paz	Odenton, MD	2020-02-27
Sara Sabala	Duncanville, TX	2020-02-27
Jose Moreno	Longmont, US	2020-02-27
Yvette Hernandez	Dallas, TX	2020-02-27
Erika Browning	Duncanville, TX	2020-02-27
Maria Beltran	Dallas, TX	2020-02-27
Rey Garcia	Miami, US	2020-02-27
Nene Owen	Columbia, US	2020-02-27
Rocio Carreon	Mexico	2020-02-27
Kayla Simmons	Kansas City, US	2020-02-27
Graciela Ruiz	Duncanville, TX	2020-02-27
Milissa Dohm	US	2020-02-27

ATTACHMENT 10

Name	Location	Date
Lorenzo Reyes	Arlington, TX	2020-02-27
Priscilla Alba	Dallas, TX	2020-02-27
Lucy Scancarello	Pueblo, US	2020-02-27
Emily LaVarnway	Spring, TX	2020-02-27
Diego Espinal	Duncanville, TX	2020-02-27
Antonio Garcia	Dallas, TX	2020-02-27
DeAnthus Howard	Lewisville, TX	2020-02-27
Vanessa Savala	Dallas, TX	2020-02-27
Liz Tubbs	Lewisville, TX	2020-02-27
Daniel Campos	Duncanville, TX	2020-02-27
Alondra Martinez	Dallas, TX	2020-02-27
Max Bermudez	Nevada, TX	2020-02-27
Bianca Rosales	San Antonio, TX	2020-02-27
Delia Martinez	Lancaster, TX	2020-02-27
Elizabeth Guel	Dallas, TX	2020-02-27
Hector Vazquez	Dallas, TX	2020-02-27
Bryan Gonzalez	Dallas, TX	2020-02-27
Christopher Garcia	Dallas, TX	2020-02-27
Alejandro T	Duncanville, TX	2020-02-27
Ivan Reyes	Carrollton, TX	2020-02-27
Andrea Tobar	Dallas, TX	2020-02-27
Naomi Beltran	Dallas, TX	2020-02-27

ATTACHMENT 10

Name	Location	Date
Jennifer Bryant	Denver, US	2020-02-27
Alyssa Celaya	Duncanville, TX	2020-02-27
Stacey Hang	Wheaton, US	2020-02-27
Diane Ramirez	Duncanville, TX	2020-02-27
Lillian Tan	Davis, US	2020-02-27
Curtus Jackson	Missouri City, US	2020-02-27
Eric Garcia	Dallas, TX	2020-02-27
Hector Sifuentes	Denton, TX	2020-02-27
josh Franco	Ludlow, US	2020-02-27
Jose Novas	Dallas, TX	2020-02-27
Michelle Diaz	Miami, US	2020-02-27
Bronson Caraway	Dallas, TX	2020-02-27
Lakyn Kilby	North Wilkesboro, US	2020-02-27
Mayra Montellano	Dallas, TX	2020-02-27
Amin Saeed	Centreville, US	2020-02-27
Vanessa Trevino	Dallas, TX	2020-02-27
James Myles	Fort Worth, TX	2020-02-27
Cesar Linan	Dallas, TX	2020-02-27
De'TSha White	Dallas, TX	2020-02-27
Veronica Hernandez	Dallas, TX	2020-02-27
Peter Casiano	Dallas, TX	2020-02-27
Felicia Alonzo	Plano, TX	2020-02-27

ATTACHMENT 10

Name	Location	Date
Mariah Lopez	Irving, TX	2020-02-27
Karen Camara	Plano, TX	2020-02-27
Erin Driver	Dallas, TX	2020-02-27
Soledad HERNANDEZ	Dallas, TX	2020-02-27
Angela Flores	Dallas, TX	2020-02-27
Melanye Sanchez	Dallas, TX	2020-02-27
Alfredo Mata	Fort Worth, TX	2020-02-27
Jennifer Arredondo	Duncancille, TX	2020-02-27
Marcos Ramirez	Dallas, TX	2020-02-27
Roberto Garza	Dallas, TX	2020-02-27
David Ramirez	Dallas, TX	2020-02-27
Bryan Kaeser	Duncanville, TX	2020-02-27
Myc Crawford	Duncanville, TX	2020-02-27
Florentino Morales	Benton, AR	2020-02-27
Krystal Ellis	Dallas, TX	2020-02-27
Sonja Adams	Dallas, TX	2020-02-27
Annabel Schustrich	Avon Lake, US	2020-02-27
Desar Dolma	Minnetonka, US	2020-02-27
Emanuel Mercado	Dallas, TX	2020-02-27
Andrea Bonilla	Dallas, TX	2020-02-27
Deyanira Garcia	Duncanville, TX	2020-02-27
Talia Mendez	springfield, US	2020-02-27

ATTACHMENT 10

Name	Location	Date
Marquill Harrison	Baytown, US	2020-02-27
Lupita Yanez	Duncanville, TX	2020-02-27
Jalyn Johnson	China Grove, US	2020-02-27
Celeste Noeggerath	McKinney, TX	2020-02-27
Sandra Contreras	Dallas, TX	2020-02-27
Mac Browning	Duncanville, TX	2020-02-27
Marissa Cano	Duncanville, TX	2020-02-27
Jerardo Peralta	Salt Lake City, UT	2020-02-27
Anthony Padilla	Dallas, TX	2020-02-27
Max Andrew	Warsaw, US	2020-02-27
Savannah Shelburne	Alvarado, TX	2020-02-27
Jose Grimaldo	Dallas, TX	2020-02-27
Jonathan Zarate	Duncanville, TX	2020-02-27
Anthony Fenton	Cape May Court House, US	2020-02-27
Gabby Washko	Midlothian, TX	2020-02-27
Cuong Nguyen	Mckinney, US	2020-02-27
Gianni Rodriguez	Dallas, TX	2020-02-27
Nancy Rosales	Duncanville, TX	2020-02-27
Breanna Luna	Dallas, US	2020-02-27
Juan Lopez	Dallas, TX	2020-02-27
Mallori Davis	Duncanville, TX	2020-02-27
Janette Vargas	Dallas, TX	2020-02-27

ATTACHMENT 10

Name	Location	Date
Amy Christensen	duncanville, TX	2020-02-27
John Hinckel	Arlington, TX	2020-02-27
Jennifer Martinez	Cedar Hill, TX	2020-02-27
Brenda Banda	Dallas, TX	2020-02-27
Jerry Rodríguez	Duncanville, TX	2020-02-27
Carlos Moreno	Duncanville, TX	2020-02-27
Brandon Hernandez	San Antonio, TX	2020-02-27
Carlos Hernandez	Dallas, TX	2020-02-27
Robin Cotton	Duncanville, TX	2020-02-27
Marcus Ellis	Euless, TX	2020-02-27
Dana Smith	Dallas, TX	2020-02-27
Stacey Crawford	Duncanville, TX	2020-02-27
Adetomiwa Gbadegesin	Plano, TX	2020-02-27
Nekeitha Malone	Canyon lake, TX	2020-02-27
Danna Soto	Grand Prairie, TX	2020-02-27
Amanda Ortega	Dallas, TX	2020-02-27
Libby Cole	Duncanville, TX	2020-02-27
Laura Medina	Dallas, TX	2020-02-27
Shane Feemster	Duncanville, TX	2020-02-27
JohnRodrick Candley	Bossier City, US	2020-02-27
Julio Rodriguez	Texas city, US	2020-02-27
Eric Carballo	Dallas, TX	2020-02-27

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Name	Location	Date
Juany Flores	Dallas, TX	2020-02-27
Heather Cook	Duncanville, TX	2020-02-27
Vivian Thomad	Denver, US	2020-02-27
Hector Carmolinga	Dallas, TX	2020-02-27
Carlos Escalante	Midlothian, TX	2020-02-27
Gilbert Cavello	Duncanville, TX	2020-02-27
Maricela Resendiz	Dallas, TX	2020-02-27
Jennifer Hernandez	Fort Worth, TX	2020-02-27
Jen Perez	Cedar hill, TX	2020-02-27
Carlos Reyna	Duncanville, TX	2020-02-27
Carrie Gleason	Littleton, CO	2020-02-27
Dianna Shelton	Duncanville, TX	2020-02-27
Liz Vazquez- Terrazas	Dallas, TX	2020-02-27
Jazmine Moreno	Dallas, TX	2020-02-27
Paul Sanchez	Dallas, TX	2020-02-27
Carla Castillo	Mesquite, TX	2020-02-27
Paulina Rangel	Dallas, TX	2020-02-27
Blanca Valadez	Duncanville, TX	2020-02-27
Nina Cantu	Mesquite, TX	2020-02-27
Yadira mendez	Dallas, TX	2020-02-27
Alicia Lynn	Dallas, TX	2020-02-27
Christy Maldonado	Duncanville, TX	2020-02-27

ATTACHMENT 10

Name	Location	Date
Berdett buenger	Henderson, NV	2020-02-27
Bonnie Cook	Duncanville, TX	2020-02-27
Martha Moreno	Duncanville, TX	2020-02-27
Rosalinda perez	Dallas, TX	2020-02-27
Sara Gandy	Duncanville, TX	2020-02-27
Juan Contreras	Dallas, TX	2020-02-27
Mysraim Sanchez Soto	Lancaster, TX	2020-02-27
Elizabeth Barnes	Arlington, TX	2020-02-27
James Nguyen	Euleess, TX	2020-02-27
Joya Aguilar	Plano, TX	2020-02-27
violeta delgado	Lancaster, TX	2020-02-27
Kathy Monsivais	Duncanville, TX	2020-02-27
Liliana Casiano	Dallas, TX	2020-02-27
Robert Burrell	Duncanville, TX	2020-02-27
Ryzhon Gamble	Texas City, US	2020-02-27
Ayden Adams-Scott	Spartanburg, US	2020-02-27
Kristin Sams	Hamilton, US	2020-02-27
Kierstyn Lanski	Windermere, US	2020-02-28
Esthefania Briseno	Dallas, TX	2020-02-28
Tiffany Fernandez	Beverly Hills, US	2020-02-28
EUGENIO MADERA	SAN GERMAN, US	2020-02-28
Micah Cox	College Station, US	2020-02-28

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Name	Location	Date
Roland McKnight McKnight	US	2020-02-28
Emanuel Perez	Texas City, US	2020-02-28
Amara Longstein	Canonsburg, US	2020-02-28
Corina Padron	Dallas, TX	2020-02-28
Daeleah Keen	Big Rapids, MI	2020-02-28
thomasine Clifton	Fredericksburg, US	2020-02-28
Monica Knight	US	2020-02-28
Jaime Barajas	Plano, TX	2020-02-28
Jasmine Martinez	Dallas, TX	2020-02-28
Krista Diane	US	2020-02-28
David Santillan	Fort Worth, TX	2020-02-28
Jasmine Ayala	Dallas, TX	2020-02-28
Manuel Rodriguez	San Antonio, TX	2020-02-28
Jessica Fosnight	Yukon, OK	2020-02-28
Gmo Martinez	Irving, TX	2020-02-28
anna robnett	Pulaski, TN	2020-02-28
Julian Johnston	Roanoke Rapids, US	2020-02-28
Valeria Jaimes	Dallas, US	2020-02-28
Germani Lee	Kansas City, US	2020-02-28
Emie McCoy	Texas city, US	2020-02-28
Gretta McGaffey	Northfield, US	2020-02-28
martin noob	Braintree, US	2020-02-28

ATTACHMENT 10

Name	Location	Date
Kathy Garcia	Ocala, US	2020-02-28
Sangita Mishra	Holliston, US	2020-02-28
Ethan Parker	Sparta, US	2020-02-28
I HATE HOMEWORK	Dallas, US	2020-02-28
Ivan Martinez	Phoenix, US	2020-02-28
Gannon McCauley	Cedar Park, US	2020-02-28
Tammy Lepp	Arlington, US	2020-02-28
Valerie Jacinto	Duncanville, TX	2020-02-28
Sismai Sanchez	Dallas, TX	2020-02-28
Jermara Carter	Ankeny, US	2020-02-28
Mayra Moya	Plano, TX	2020-02-28
Monique Garcia	Dallas, TX	2020-02-28
Amy Hernandez	Dallas, TX	2020-02-28
Jazmin Morales	Dallas, TX	2020-02-28
Mayte Navarro	Dallas, TX	2020-02-28
Ellise McGowan	Carson City, NV	2020-02-28
Jessica Ortega	San Jose, US	2020-02-28
Marta Elliott	Moberly, US	2020-02-28
DANIEL Zamora	San Antonio, US	2020-02-28
Alicia Rebollar	Dallas, TX	2020-02-28
Ashley Angle	Carlinville, US	2020-02-28
Pablo Ortega	Plano, TX	2020-02-28

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Name	Location	Date
Jensen Cromer	Kearney, NE	2020-02-28
tara wilcher	US	2020-02-28
Chris Moreno	Duncanville, TX	2020-02-28
Daniel Diaz	Miami, US	2020-02-28
Karmendi Fratt	Bridgeport, US	2020-02-28
Jeff Henson	Duncanville, TX	2020-02-28
Jose Iglesias	Richardson, TX	2020-02-28
Alisha Pearson	Arlington, TX	2020-02-28
Alba Blancas	Dallas, TX	2020-02-28
Sarah Morales	Plano, TX	2020-02-28
Itzel Becerril	Dallas, TX	2020-02-28
Arlene Martinez	Lewisville, TX	2020-02-28
Karen Stock	Denver, US	2020-02-28
Wan-rong Chen	Houston, US	2020-02-28
Kyleigh Johnson	Orlando, US	2020-02-28
David Corral	Duncanville, TX	2020-02-28
Hunter Salyer	Mount Juliet, US	2020-02-28
Wesley Smith	Dallas, TX	2020-02-28
Hailey Solvey	Auburn, US	2020-02-28
Mary Doumany	Dallas, TX	2020-02-28
Ángeles Waight	Lexington, US	2020-02-28
Michelle Chase	Dallas, TX	2020-02-28

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Name	Location	Date
Francisco Rosales	Duncanville, TX	2020-02-28
Judith Saenz	Dallas, TX	2020-02-28
Irma Jones	Dallas, TX	2020-02-28
Jeanette Morgan	Duncanville, TX	2020-02-28
Demarco Wilder	Fort worth, TX	2020-02-28
Diana Arreola	Dallas, TX	2020-02-28
Erik Anderson	Murrieta, US	2020-02-29
Christopher Brown	Birmingham, US	2020-02-29
Phylliss Henru	Duncanville, LA	2020-02-29
Nico Perry	Cynthiana, US	2020-02-29
Rafael Dominguez	Dallas, TX	2020-02-29
Victoria Gaytan	Dallas, TX	2020-02-29
Pp Bumps	Dallas, TX	2020-02-29
Brianna Newhart	US	2020-02-29
Gisselle Aguilar	Duncanville, TX	2020-02-29
Ahshha Oajsjah	Windber, US	2020-02-29
Iris Hernandez	Dallas, TX	2020-02-29
Itzel Ontiveros	Sacramento, US	2020-02-29
Madeline Anderson	Rockwall, US	2020-02-29
James Hill	Corpus Christi, US	2020-02-29
Raven Saylor	Marion, US	2020-02-29
Highlander 89	US	2020-02-29

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Name	Location	Date
Jolene Percifield	Delphos, US	2020-02-29
Shantelle Metcalf	Ann Arbor, US	2020-02-29
Amanda Layton	Duncanville, TX	2020-02-29
Amelia Kelly	Minneapolis, US	2020-02-29
Ana-Alicia Zuniga	Dallas, TX	2020-02-29
William Austin	Dallas, US	2020-02-29
Elida Pablo	Canton, US	2020-02-29
Jon Arbuckle	Georgetown, US	2020-02-29
Patricia Barber	Duncanville, TX	2020-02-29
Juan Landeros	Dallas, TX	2020-02-29
Kayla L	York, US	2020-02-29
Fabiola Luque	Bronx, US	2020-02-29
Ella Martin	New York, US	2020-02-29
Megan R	Palmdale, US	2020-02-29
Sonja Hernandez	Dallas, TX	2020-02-29
Elizabeth Cruz	Miami, US	2020-02-29
Heather Williams	Cincinnati, US	2020-03-01
Cris Monterrosa	North Hills, US	2020-03-01
Adryana Chavez	Dallas, TX	2020-03-01
Trent Ritter	Lakeville, US	2020-03-01
Kristy Burns	Seneca, SC	2020-03-01
hayleigh mossmayer	Tacoma, US	2020-03-01

ATTACHMENT 10

Name	Location	Date
Clayton Terry	Austin, TX	2020-03-01
Azaria Arnold	Orlando, US	2020-03-01
Nancy Thelot	East Orange, US	2020-03-01
Jennifer Tawney	Tampa, US	2020-03-01
Kok Jie Koh	Alor Star, Kedah, Malaysian, US	2020-03-01
Juany Urbina	Duncanville, TX	2020-03-01
Chris Ramos	Del Valle, US	2020-03-01
Mari Canel	Dallas, TX	2020-03-01
Joe Ferrante	Duncanville, TX	2020-03-01
Sodden Grider	San Jose, US	2020-03-02
Maria Perez	Dallas, TX	2020-03-02
Israel Ayala	Easton, US	2020-03-02
Ruochu Ma	Seattle, US	2020-03-02
Kyle Bauleke	Minneapolis, US	2020-03-02
Cherry Nong	Sammamish, WA	2020-03-02
Karen Jones	Greensboro, US	2020-03-02
Padmanabharao Chapa	Katy, US	2020-03-02
Barry Mcockiner	Fort Lauderdale, US	2020-03-02
kendrick owens	Mechanicsville, US	2020-03-02
Cynthia Castillo	Richardson, US	2020-03-02
Hannah Bailey	Colorado Springs, US	2020-03-02
Vailene Leffall	Duncanville, TX	2020-03-03

ATTACHMENT 10

Name	Location	Date
Antonio Mendez	Duncanville, TX	2020-03-03
Leonard Rudd	Dallas, TX	2020-03-03
Lori Cancilla	US	2020-03-03
Kathy Hedden	Keansburg, US	2020-03-03
Ricardo Costilla	Dallas, TX	2020-03-03
Christina Jacinto	Duncanville, TX	2020-03-04
Rafael Rivera	Dallas, TX	2020-03-04
Florence Treboutte	US	2020-03-05
Dexter Ray	Tennessee Ridge, US	2020-03-06
Alma Rodea	Dallas, TX	2020-03-07
Olivia Johnson	St louis, US	2020-03-07

ORDINANCE NO. 2384

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING DOWNTOWN DUNCANVILLE DISTRICT "DD" TO INCLUDE A SPECIFIC USE PERMIT TO ALLOW A TATTOO AND BODY PIERCING ESTABLISHMENT ON A PORTION OF MAIN STATION, BLOCK A, LOT 1, APPROXIMATELY 1.3091 ACRES, MORE COMMONLY KNOWN AS 100 S MAIN STREET, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE FLOORPLAN/SITE PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS "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 Downtown Duncanville "DD" District zoning to include a Specific Use Permit "SUP" to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", and Exhibit "B", 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 floorplan/site plan, Exhibit B, as special conditions and as amended herein, subject to the following additional special conditions:

1. Property shall be developed in accordance with the floor plan, which is attached hereto as Exhibit B and is incorporated herein as special conditions.
2. Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility.
3. The existing public parking available in the Downtown Duncanville District shall satisfy the parking needs for the use.
4. Hours of operation shall be Monday through Sunday from 10:00 am to 10:00 pm.
5. Five (5) year time limit with the option of five-year automatic renewals.

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 19th day of May 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

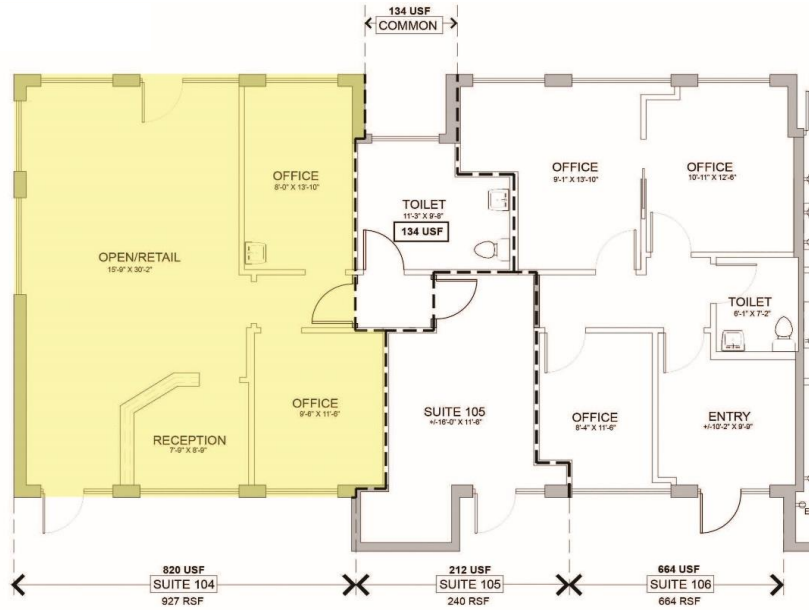
EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 1.3091-acre lot, tract, or parcel of land recorded as Block A, Lot 1, Main Station, Duncanville, Dallas County, Texas, approximately, as recorded in Main Station Addition, out of A.M.G. Merrell Survey, Abstract No 884, Volume 203 018, Page 00039, Dallas County Texas, more commonly known 100 South Main Street.

EXHIBIT "B"

FLOOR PLAN/SITE PLAN

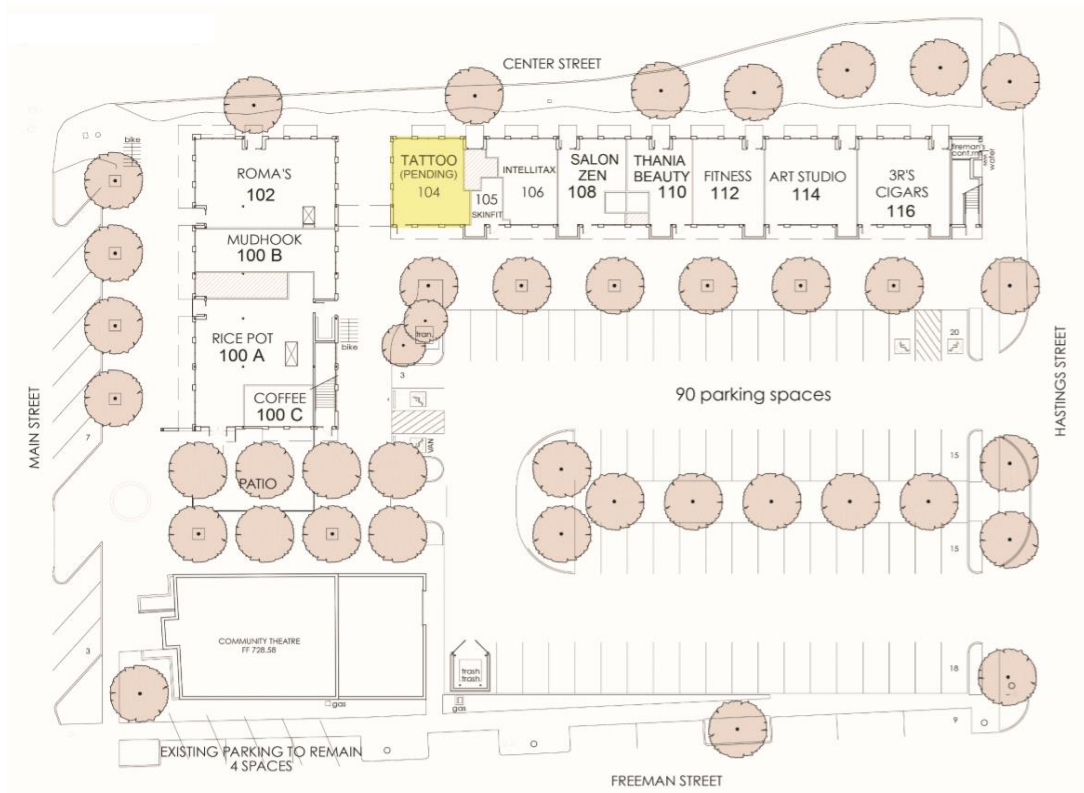


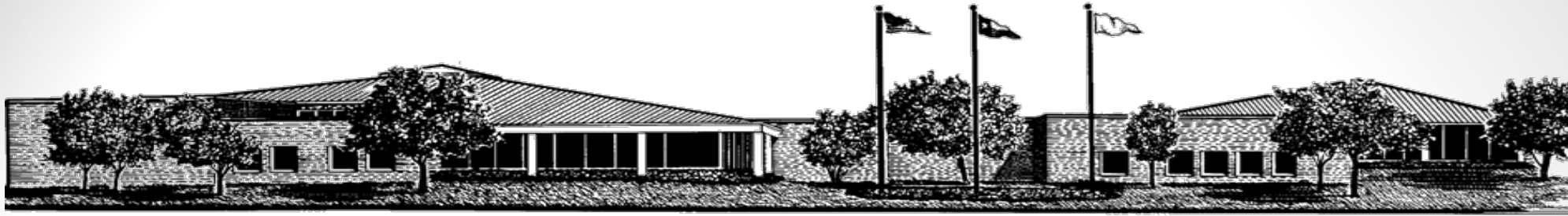
NORTH
SCALE: 1/8" = 1'-0"
PRINT ON 8 1/2x11 SHEET

MAIN STATION
Conceptual Space Plan
Suites 104, 105 & 106

111 E. DAVIS STREET
DUNCANVILLE, TEXAS 75116
972-283-1111







CITY COUNCIL PLANNING AND ZONING

ANDREW RUEGG, INTERIM CITY PLANNER

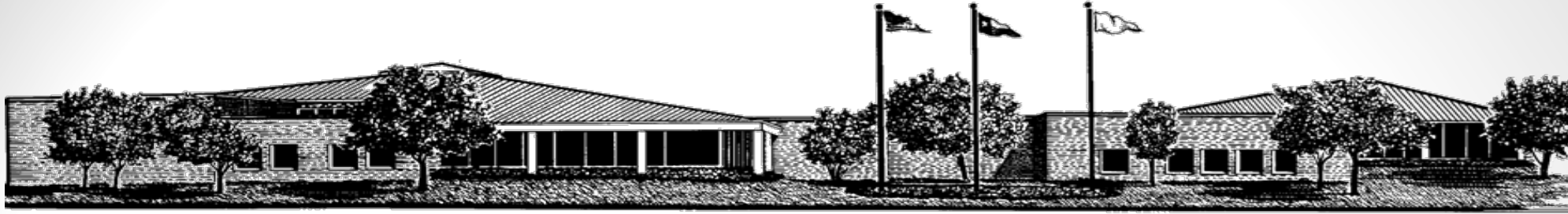
MAY 19, 2020

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncannville



1



PUBLIC HEARING 2020-04

100 S MAIN STREET, SUITE 104
CITY COUNCIL DISTRICT 3

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Case Information

Request

Applicant: Francisco Rosales

Owner: Main Station Duncanville Ltd.

Amend the existing Downtown Duncanville “DD” District to include a Specific Use Permit to allow a tattoo and body piercing establishment on a portion of Main Station, Block A, Lot 1, approximately 1.3091 acres, more commonly known as 100 S Main Street, Duncanville

Comprehensive Plan

The subject property is located within the Downtown District:

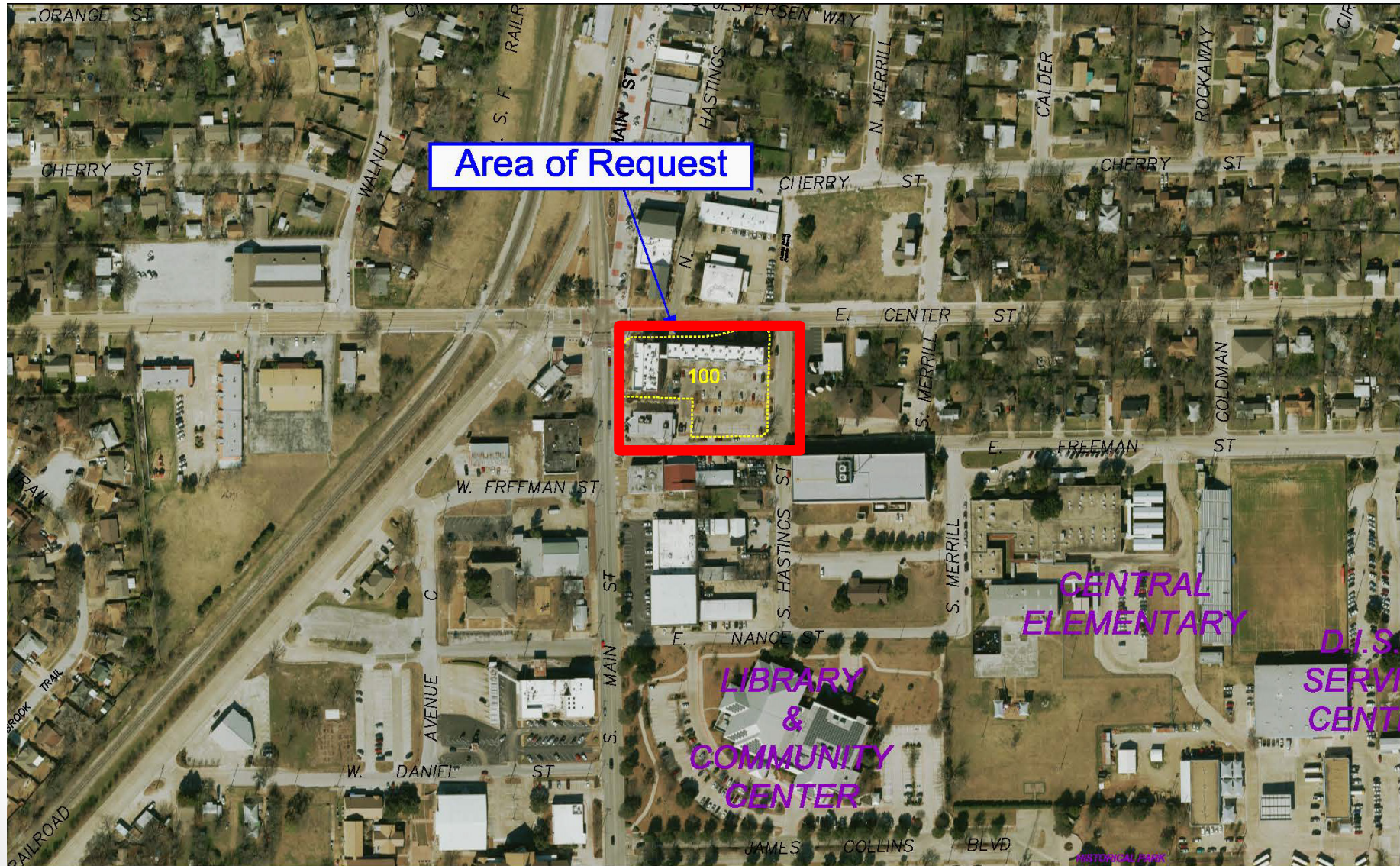
- Identified as an Opportunity Area on the Future Land Use Map
- Downtown District is envisioned as a regional destination and a hub of activity in the City
- Achieved with vertical mixed use and boutique retail development
- Area envisioned as being pedestrian-oriented

Goals for development in Downtown:

- Uses/developments designed so a person can comfortably walk from one location to another
- Encourage strolling, window-shopping, and other pedestrian activities
- Provide a mix of commercial, civic, and office uses
- Mix of different retail/personal service types

The proposed use complies with the vision of the Downtown District on the Future Land Use Map of the Comprehensive Plan

Aerial



City of Duncannon



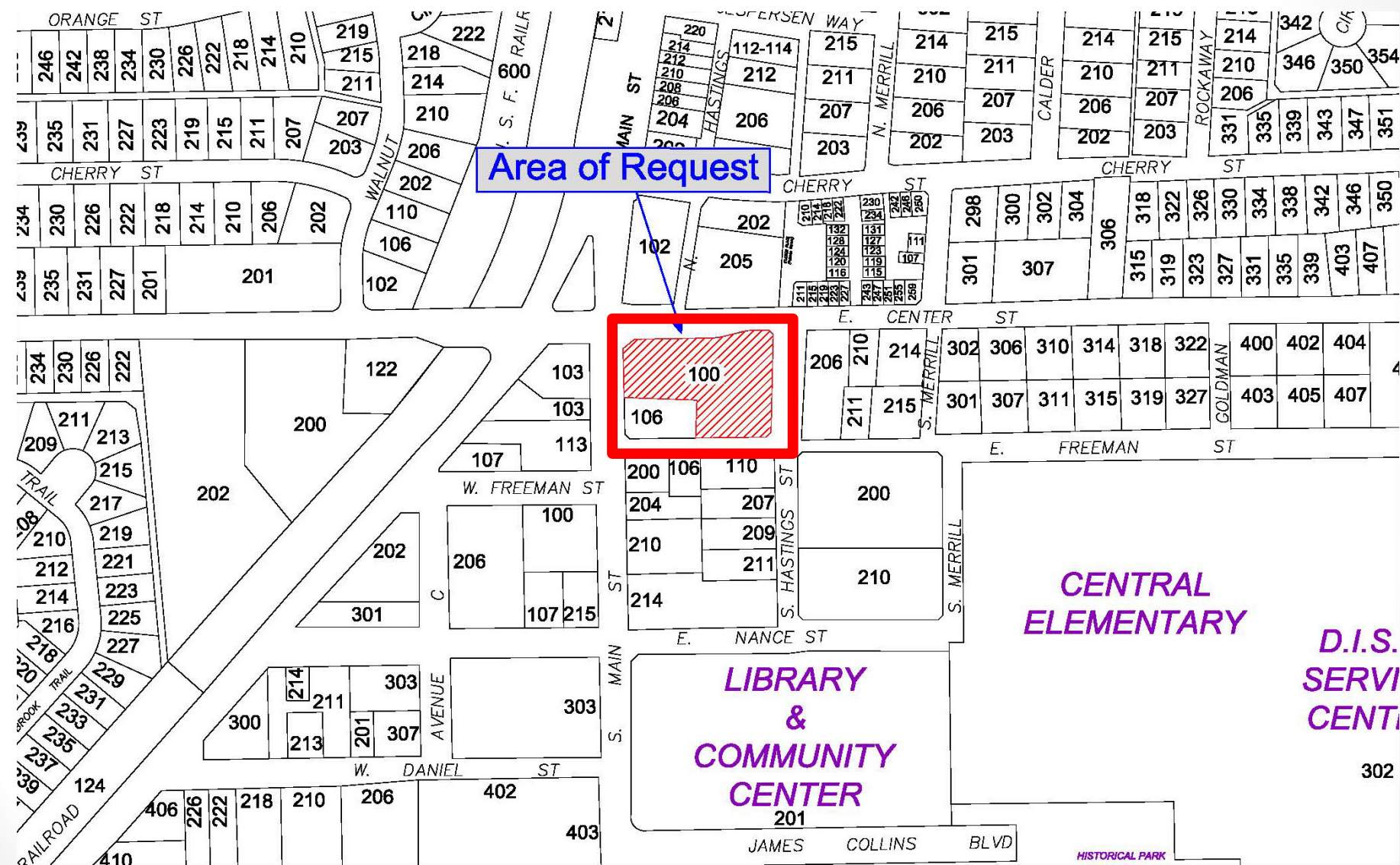
5



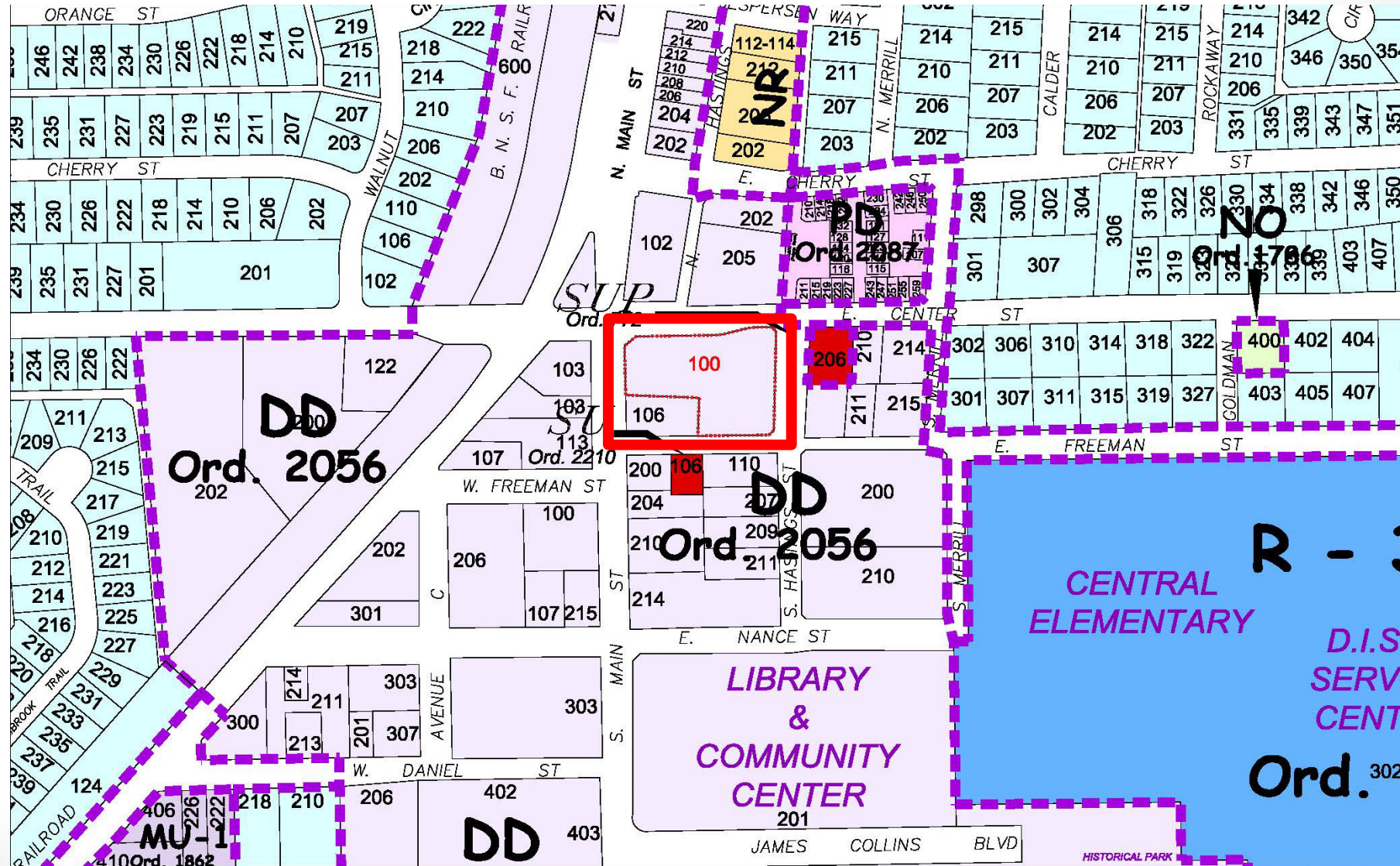
Project Scope

- The applicant is seeking approval of a Specific Use Permit (SUP) for a tattoo and body piercing establishment to occupy a tenant space in the existing 11,948 s.f. building
- Tenant space for the tattoo and body piercing establishment would occupy approximately 927 s.f. of the existing building
- Hours of operation would be from 10:00 a.m. to 10:00 p.m., Monday through Sunday

Area of Request



Current Zoning



City of Duncanville



8



Background

Parking

- Public parking is available to all Downtown patrons
- Downtown Duncanville District does not require parking be provided onsite for occupants. The intent is to encourage pedestrian activity in the district by allowing patrons to park in one location and walk to various destinations within the area

The proposed use will not adversely impact parking and traffic in the area



Background

Signage

The site must comply with Article XII-L, Downtown Duncanville District Development Standards of the Zoning Ordinance and Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage



Background

Land Use

- Every specific use permit shall be considered an amendment to the zoning district applicable to such property and shall authorize the specific use in addition to the uses permitted by right in the district
- City council may impose conditions which shall be complied with by the grantee before certificate of occupancy may be issued by the building official

Background

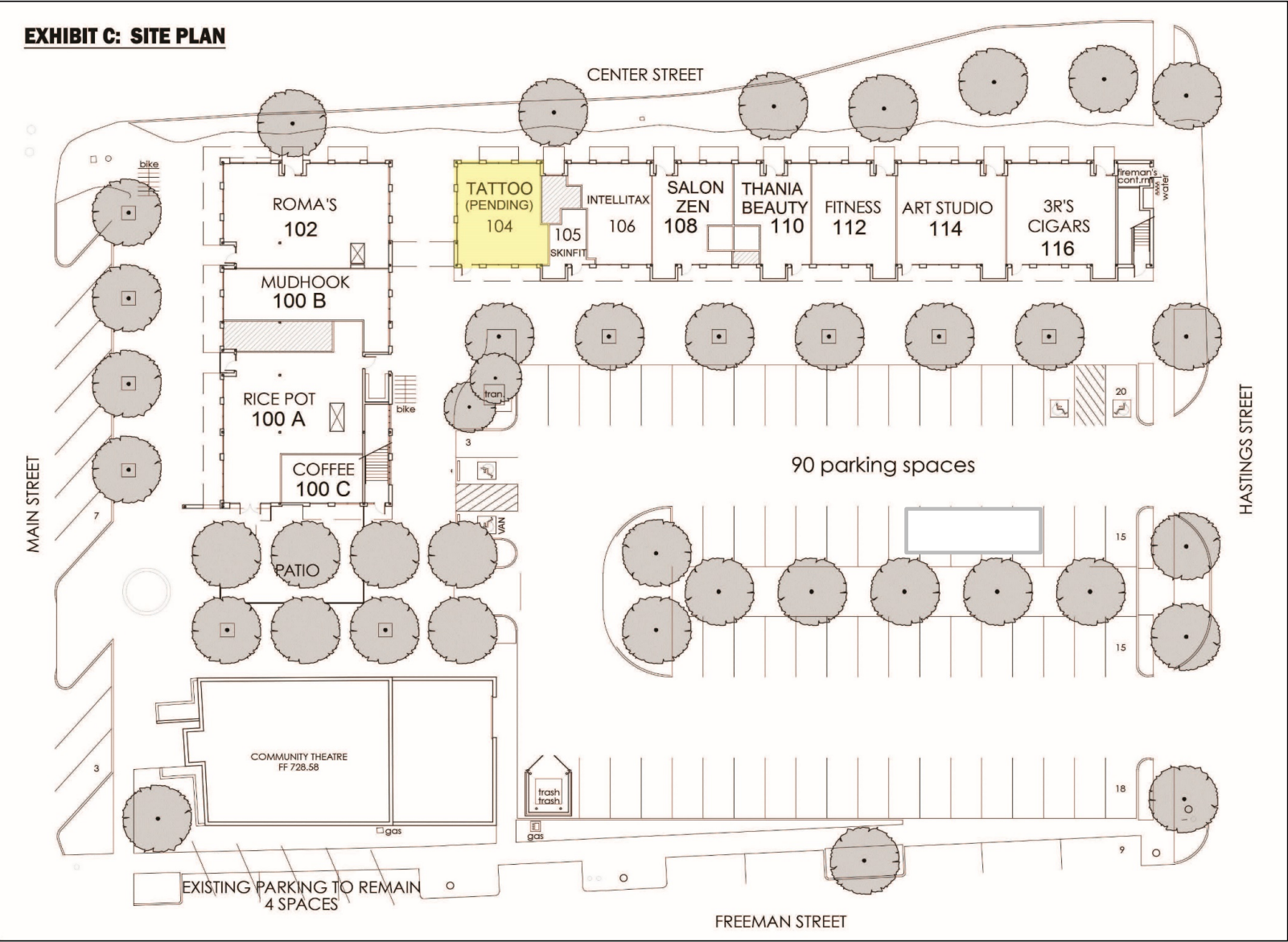
Surrounding Land Use

The subject property is immediately surrounded by office, residential, restaurant, and retail uses as part of the existing building

Additionally, the subject property is adjacent to a performing arts theater to the south.

- The subject property surrounding streets:
 - North - E Center Street
 - East – Hastings
 - South - Freeman Street
 - West - S Main Street

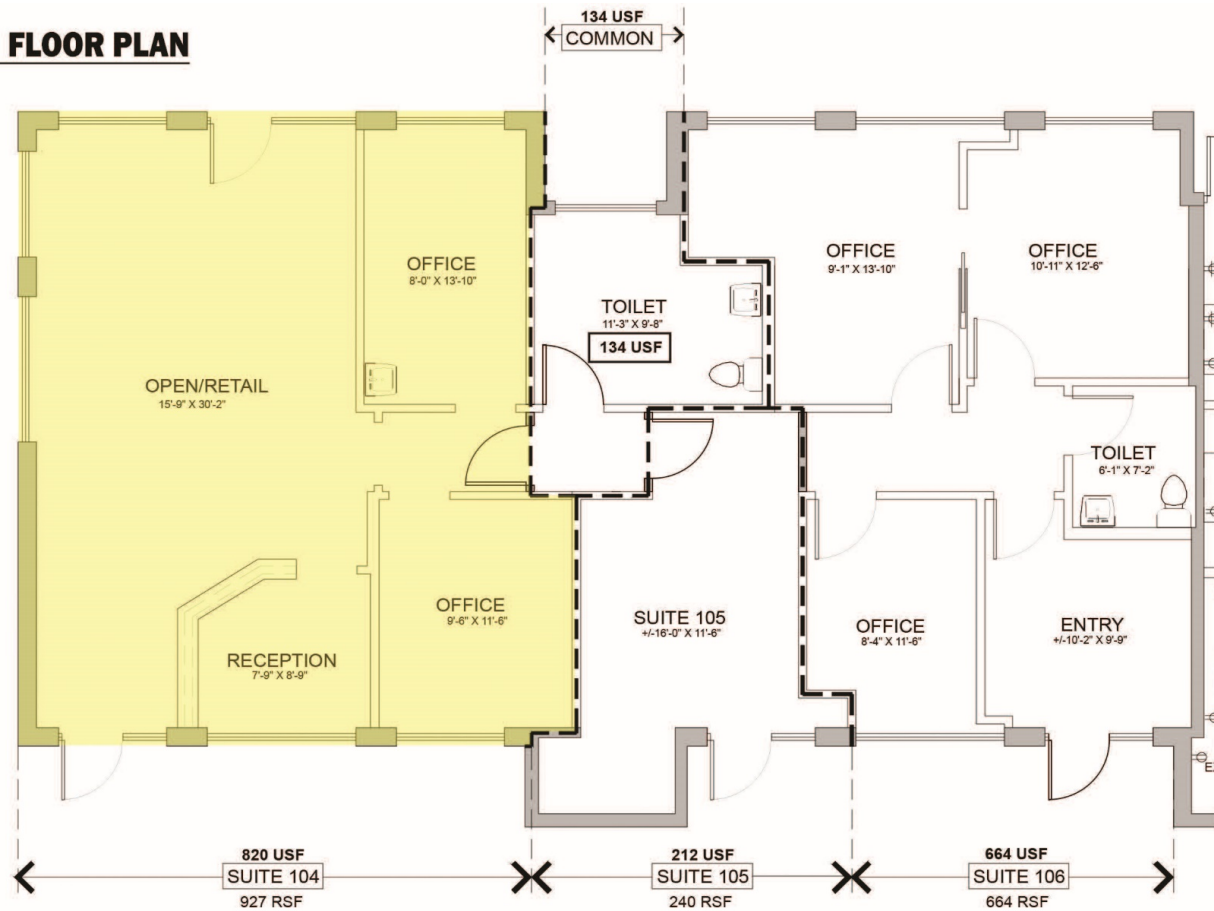
Site Plan





Floor Plan

EXHIBIT C: FLOOR PLAN



MAIN STATION
Conceptual Space Plan
Suites 104, 105 & 106

111 E. DAVIS STREET
SUITE 101
DUNCANVILLE, TEXAS 75116
972-283-1111

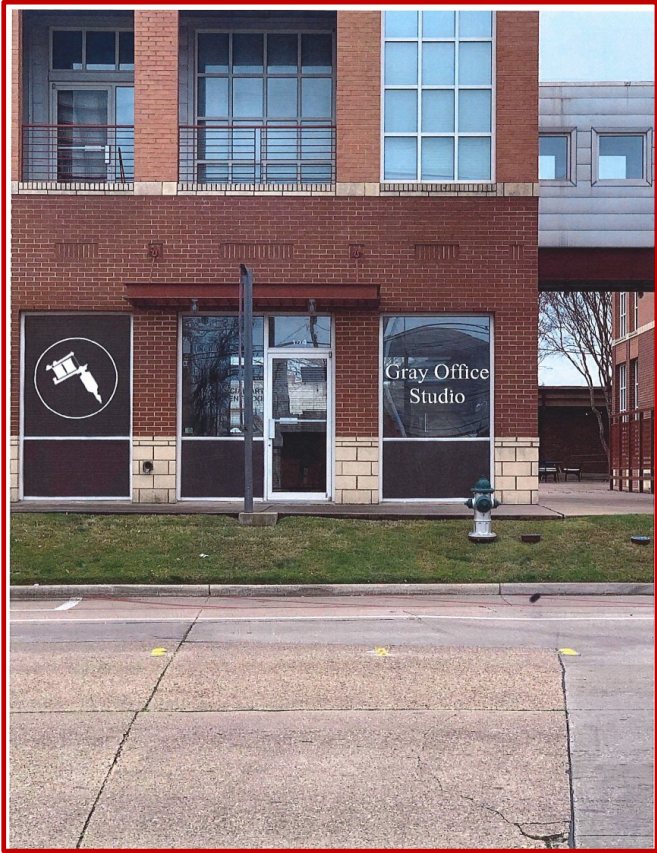


Background

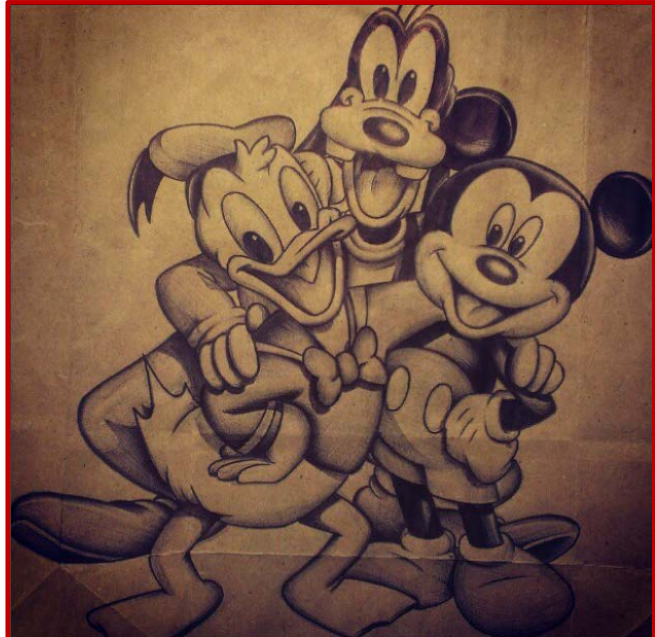
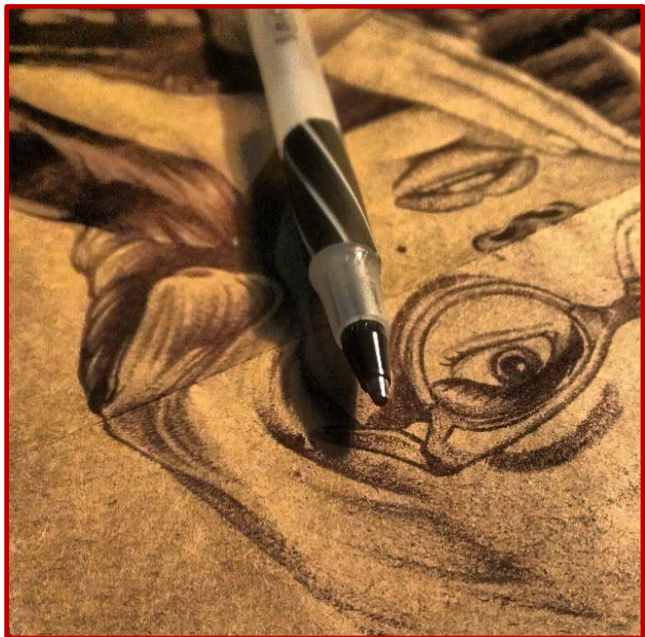
Future Land Use

- The SUP is being requested to comply with Article XIII of the Zoning Ordinance to allow for a tattoo and body piercing establishment in the Downtown Duncanville (“DD”) zoning district
- The appropriateness of the use for the subject property must also be evaluated on whether the site can accommodate all the requirements of the Zoning Ordinance
- A SUP may be issued for an unlimited or a limited period of time
- Similar requests have included a one (1) year to five (5) year period with additional year automatic renewal periods

Elevations



Artwork Samples



Business Support

As business owners and residents of Main Station Duncanville and the surrounding area, we are in favor of allowing Francisco Rosales, tattoo/ink artist, to join us at Main Station, as a tenant. Thank you for this consideration.

Name/Address/Phone Number

212 N. Main Street Duncanville TX 75116
1710 S. Main Street Duncanville TX 75137
Julian Lehnage 100 S. Main St 102 Duncanville TX 75116
Jeff Strap 100 S Main St #116 Duncanville, TX 75116
Dennis Lind 1014 Briar Hill Cir Duncanville TX 75137
Alex 118 arbor st Duncanville TX 75116 King's Best Barber
Oscar Rodriguez 212 N. Main St Duncanville TX 75116
Ced on 497 00 South Mainst Suite 204 Duncanville TX 75116 911-754
Mangh McHoy 1005 Main 215 Duncanville TX 75116 5763
Daniel Flores 215 W. Fair St. Duncanville, TX 75116 214-535-5768
Juan Ramirez (214) N Merrill Duncanville (214) 906-4711
Paul Spanner 10111 Merrill Duncanville TX 75116 214-821-8881
214-549 9881 Connor Meeks McClure 111 E. Davis St. Unit 201 Duncanville TX 75116
Pius Coles 111 N. Merrill Ave 75116 972-743-6916

MAIN STATION

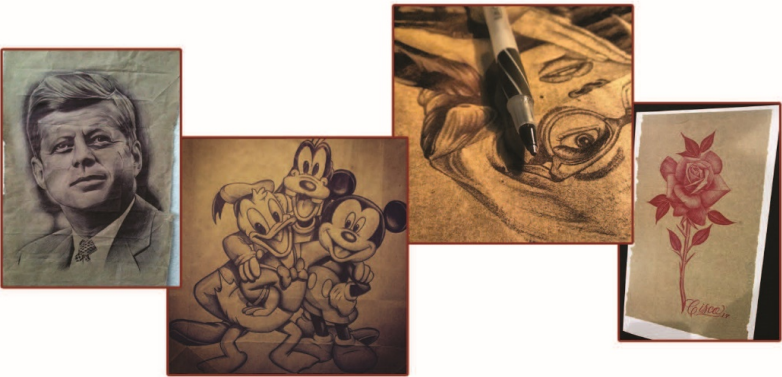
- W E L C O M E S -

Francisco Rosales



As a child growing up in Duncanville, Francisco always had a desire to draw and create. He enjoyed anything and everything art related. After years of friends and family asking him to create portraits and other artwork, people began asking him to design their personal tattoos. As a smart business man, Francisco quickly realized the growing potential to become an entrepreneur by turning his passion for art into a lucrative business. He decided to become a professional tattoo artist, transforming his own pencil and ink drawings and taking them to the next level, specializing in black & grey art along with realism. After much hard work and discipline, Francisco finally realized one of his life's dreams, turning art into business. He has been a professional artist now for 8 years and ready to take the next step in opening his own studio in the heart of his home town, Duncanville, TX. The City of Champions, and artist, and entrepreneur's.

As a home town entrepreneur, Francisco has a deep passion to bring his art and craft to the city he loves in order to help grow and contribute to the thriving art community inside Duncanville.





Notification

- Seventeen (17) notices were sent out for this public hearing. As of this writing, one response in support has been received

Recommendation

On April 27, 2020, Planning and Zoning Commission, by vote of 6-1, recommends approval of an ordinance to amend existing district zoning to include a Specific Use Permit “SUP” to allow a tattoo and body piercing establishment with the following conditions:

- Property shall be developed in accordance with the floor plan, which is attached hereto as Exhibit B and is incorporated herein as special conditions.
- Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility.
- The existing public parking available in the Downtown Duncanville District shall satisfy the parking needs for the use.
- Hours of operation shall be Monday through Sunday from 10:00 am to 10:00 pm.
- Five (5) year time limit with the option of five-year automatic renewals.



STAFF REPORT

MEETING: City Council - 19 May 2020

TITLE:

Consider a Resolution approving the terms and conditions of Standard Form of Agreement RFQ #20-0011 with Brown Reynolds Watford Architects, Inc for Architectural and Engineering Design Services for Fire Station No. 1 in the amount of \$513,400.00.

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:

Bryan G. Ramey II, P.E., Director of Public Works
Sheila Baker, Procurement Manager

BACKGROUND/HISTORY:

In November 2018, the citizens of Duncanville approved a bond package for the construction of a new fire station to replace the existing Fire Station No. 1 located at 323 West Camp Wisdom Road. The \$6 million bond included funds for land acquisition, design, and construction of the facility.

On 03 December 2019, the City awarded CORE Construction the contract to serve as the Construction Manager at Risk (CMAR) for Fire Station No. 1 which included pre-construction phase services.

In November 2019, the City posted a Request for Qualifications for Architects to design the new Fire Station No. 1. On 13 December 2019, City Staff, along with a representative from CORE Construction, reviewed Statements of Qualifications from 12 Architecture Firms. Based on this initial review, six Architecture Firms were selected to advance to the Interview Phase. The six firms were interviewed 22-24 January 2020 and Brown Reynolds Watford Architects, Inc. (BRW) was selected as the most qualified Architecture Firm based on the experience of their design team, their design approach, and their extensive work on fire stations and other fire facilities. Between selection of BRW at the end of January and end of April, the City negotiated and finalized the design contract.

BRW was established in 1984 and has offices in Dallas, College Station, and Houston, TX as well as an office in San Francisco, CA. The design team for Fire Station No. 1 is based out of their Dallas Office. The firm has designed over 200 Fire Facilities across Texas including fire stations in Dallas, Cedar Hill, DeSoto, Mesquite, and Grand Prairie. BRW also has previous experience working with the City's CMAR Contractor, CORE Construction. City Staff received positive comments about BRW from other cities listed as references.

The cost breakdown of the contract includes:

Basic Services (performed directly by BRW) - \$393,750.00. This is based off designing a fire station with estimated construction cost of \$4.5M.

AND

Additional Services (performed by BRW Subcontractors) - \$119,650.00; consisting of:

- Geotechnical Survey - \$6,300.00
- Site boundary, topographic, and tree survey - \$5,500.00
- Plat - \$5,000.00
- Civil Engineering - \$42,750.00
- Landscape & Irrigation Design - \$12,000.00
- Storm Shelter 3rd Party Design Review - \$13,400.00
- Technology & Audio-Visual Structured Cabling Design - \$5,000.00
- Access Control, Video Surveillance and Radio, Alerting Infrastructure Design - \$1,200.00
- Furniture Selection Package - \$16,750.00
- Reimbursable Expenses Allowance - \$10,000.00

Total contract cost is \$513,400.00.

POLICY EXPLANATION:

By approving this Resolution, City Council authorizes the use of Brown Reynolds Watford Architects, Inc., to provide architectural and engineering design services for Fire Station No. 1 for the cost of \$513,400.00.

FUNDING SOURCE:

Funding is available for Architectural and Engineering Design services from the FY19 Bond Program for a new fire station approved by the citizens of Duncanville on November 6, 2018 and approved by the City Council on February 5, 2019.

RECOMMENDATION:

Staff recommends approving the terms and conditions of Standard Form of Agreement RFQ #20-0011 with Brown Reynolds Watford Architects, Inc for Architectural and Engineering Design Services for Fire Station No. 1 in the amount of \$513,400.00.

ATTACHMENTS:

[Attachment 1 - BRW Slides](#)

[Attachment 2 - SAMS-BRW -2020](#)

[Attachment 3 - Resolution No. 2020-039- Fire Station #1 CMAR Services with Exhibits](#)

ATTACHMENT 1



CITY OF DUNCANVILLE FIRE STATION NO. 1



BRW ARCHITECTS' FIRE STATION EXPERIENCE

200+ BRW Fire Facilities Across Texas

100+ Texas Communities

72% Repeat Business

10 LEED Certified Fire Stations

50+ Fire Station Design Awards

YOUR BRW DESIGN TEAM



GARY DEVRIES

PROJECT PRINCIPAL

- STRATEGIC PLANNING
- BEST VALUE
- CLIENT SATISFACTION



STEPHEN HILT

PROJECT DIRECTOR

- PROJECT GOALS | VISION
- BUDGET ALIGNMENT
- QUALITY CONTROL
- PROGRAMMING



CAROL KESLER

PROJECT MANAGER

- CLIENT CONTACT
- DESIGN DELIVERABLES
- TEAM COORDINATION
- DESIGN SCHEDULE



AVI PATEL

PROJECT ARCHITECT

- PROJECT SUPPORT
- DOCUMENTS PRODUCTION
- DESIGN COORDINATION
- ZONING & CODE COMPLIANCE

ATTACHMENT 1



Aldine, Tx

Fire Station No. 21 /
Harris County ESD 24

Annville, Tx

Fire Stations No. 1 & 2 (Studies)

City of Arlington, Tx

Fire Station No. 17

City of Austin, Tx

Onion Creek Fire / EMS No. 46

City of Baytown, Tx

Fire Station No. 6

City of Beeville, Tx

Central Fire Station (Renovation)

City of Belton, Tx

Central Fire Station (Renovation)
Fire Station No. 2

City of Brenham, Tx

Fire Station No. 2

City of Brownwood, Tx

Fire Station No. 1 (Study)
Fire Station No. 2 (Study)

City of Bryan, Tx

Fire Station No. 2
Fire Station No. 5

City of Burnet, Tx

Central Fire Station

City of Canyon Lake, Tx

Fire / EMS Station No. 1
Fire / EMS Station No. 5
Fire Training Facility (Study)

City of Cedar Hill, Tx

Fire Station No. 1 (Reno / Exp.)
Fire Station No. 3 (Reno / Exp.)
Fire Station No. 214

City of Cedar Park, Tx

Fire Station No. 1 (Study)
Fire Station No. 4

City of Celina, TX

Fire Station No. 1
Fire Station No. 2

City of Clute, TX

Fire Station No. 1 / EOC / Admin

City of College Station, Tx

Fire Station No. 2 (Reno / Exp.)
Fire Station No. 3
Fire Station No. 5
Fire Station No. 6

City of Conroe, Tx

Fire Station No. 4
Fire Station No. 6 (Study)

City of Coppell, Tx

Fire Station No. 1
Fire Station No. 4 & Resource Center
Life Safety Park and EOC

City of Dallas, Tx

Fire Station No. 10 (LEED Gold)
Fire Station No. 32 (LEED Gold)
Fire Station No. 33 (LEED Silver)

City of Desoto, Tx

Fire Rescue Station No. 261
Regional Call Center (Study)

City of Flower Mound, Tx

Fire Station No. 7

Fulshear, TX

Fulshear-Simonton Station No. 1
Fulshear-Simonton Station No. 3

City of Georgetown, Tx

Fire Station No. 5

City of Grand Prairie, Tx

Fire Station No. 3

City of Grapevine, Tx

Fire Station No. 1 (Renovation)
Fire Station No. 2
Fire Station No. 3
Fire Station No. 4 (Reno / Exp)

Horizon City, Tx

Fire Station No. 1 / El Paso Co. ESD 1
Fire Station No.5 and Training Facility

City of Houston, Tx

Fire Station No. 67
Fire/EMS Station No. 84

City of Humble, Tx

Fire Station No. 2 (Study)

City of Huntsville, Tx

Fire Station No. 1

City of Irving, Tx

Fire Training Center
Fire Station No. 12

City of Klein, Tx

BFD Harris Co. ESD 16 Station No. 8

City of Kyle, Tx

Miller-Whitaker Fire Station No. 1

City of Leander, Tx

Fire Station No. 2
Fire Station No. 3 (Study)
Fire Station No. 4

City of Lewisville, Tx

Fire Station No. 3
Fire Station No. 2 & 6 (Reno / Exp.)
Fire Station No. 7
Fire Station No. 8
Police and Fire Training Expansion

City of Little Elm, Tx

Fire Station No. 3

City of Los Fresnos, Tx

City Hall | Fire Station | Police Station



ATTACHMENT 1

FIRE STATION EXPERIENCE

City of Mesquite, Tx

Fire Station No. 4

Montgomery, Tx

Lake Conroe Fire Station No. 34

City of Orange, Tx

Central Fire Station

City of Pearland, Tx

Fire Station No. 2

Fire Station No. 3

Fire Station No. 4 & 8 (Studies)

City of Plano, Tx

Fire Station No. 1 (Reno / Exp.)

Fire Station No. 2 (Renovation)

City of Port Arthur, Tx

Fire Station No. 4

City of Red Oak, Tx

Central Fire Station (Renovation)

City of Richardson, Tx

Fire Dept. Strategic Facilities Plan

Fire Station No. 1 / Fire Headquarters

Fire Station No. 3

Fire Station No. 4 (LEED Certified)

Fire Stations No. 5 & 6 (Renovations)

City of Richmond, Tx

Central Fire Station

Fire Station No. 2

Fire Station No. 3

City of Roanoke, Tx

Fire Station No. 1, Admin & EOC

City of Rockwall, Tx

Fire Station No. 2 (Renovation)

Fire Stations No. 3 & 4 (Studies)

City of Rosenberg, Tx

Fire Station No. 3

City of Rowlett, Tx

Fire Station No. 1 (Study)

Fire Station No. 4 (Study)

City of Sachse, Tx

Fire Station No. 2

City of Sacramento, Ca

Fire Station No. 14

City of Salid Valley, Ca

Fire Station No. 3

City of San Benito, Ca

Flynn Road Fire Station

City of San Marcos, Tx

Fire Station No. 4

City of Schertz, Tx

Fire Station No. 3

City of Scotts Valley, Ca

Fire Station No. 3

City of South Padre Island, Tx

Fire Station No. 1 & EOC

City of Spring, TX

Harris County ESD 7, Station No. 45

Harris County ESD 28, Ponderosa Fire Station No. 61

Harris County ESD 28, Ponderosa Fire Station No. 62

Harris County ESD 28, Ponderosa Fire Station No. 63

Spring Fire Station No. 74

Spring Fire Station No. 75

City of Stephenville, Tx

Fire Station No. 2

City of Sugar Land, Tx

Fire Station No. 7 (LEED Silver)

City of Throckmorton Ridge, CA

Central Fire Station

Trophy Club, Tx

Fire Station No. 1 and Administration

City of Victoria, Tx

Fire Station No. 2

Fire/Police Station No. 4

Fire Station No. 6 (Study)

Fire Administration Building

Police/911 Dispatch (Study)

City of Waco, Tx

Fire Station No. 1

Fire Station No. 3

Weatherford, Tx

Parker County Hospital District

EMS/Administration Facility

City of Westlake, Tx (South Texas)

Fire Station No. 7 and Administration

Town of Westlake, Tx (North Texas)

Fire-EMS Station No. 1, Admin & EOC

City of West Stanislaus, Ca

Fire Station No. 1

City of Wharton, Tx

Fire Station No. 1 (study)

City of Willowfork, Tx

Fire Station No. 1 (Renovation)

Fire Station No. 2

Fire Station No. 3

Winkler County, Tx

Winkler Country EMS Station 1

City of Wylie, Tx

Fire Station No. 4

BRW'S DIVERSE FIRE INDUSTRY EXPERIENCE

- Volunteer, combination and career fire departments
- From city-wide strategic planning to fire station design
- EOC and hurricane / tornado resistant design
- Fire training and towers
- Fire fleet maintenance facilities
- Safety instruction facilities for children & adults (Coppell Life Safety Town)
- Community Rooms in Fire Stations
- Public forum consensus-building meetings
- Teach at the Texas Fire Chief's Academy for 10+ years



WHY BRW ARCHITECTS?

- **EXPERIENCE**
- **CULTURE**
- **CLIENT-FOCUSED SERVICE**



FOCUSED ON WHAT MATTERS

ATTACHMENT 1



ATTACHMENT 2

SAM Search Results
List of records matching your search for :

Search Term : Brown, Reynolds, Watford Architects Inc*
Record Status: Active

ENTITY	Brown, Reynolds, Watford Architects Inc	Status: Active
DUNS: 147128359	+4:	CAGE Code: 0J428 DoDAAC:
Expiration Date: 11/04/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3535 Travis St Ste 250 Lb102		
City: DALLAS	State/Province: TEXAS	
ZIP Code: 75204-1482	Country: UNITED STATES	

RESOLUTION NO. 2020-039

A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF STANDARD FORM OF AGREEMENT RFQ #20-0011 WITH BROWN REYNOLDS WATFORD ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR FIRE STATION NO. 1, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", IN THE AMOUNT OF \$513,400.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the residents of the City of Duncanville approved a bond package on 06 November 2018 for land acquisition, design and construction of a new fire station to replace the existing Fire Station No. 1 located at 323 West Camp wisdom Road; and

WHEREAS, the City of Duncanville, selected a Construction Manager at Risk (CMAR) firm for preconstruction phase services and construction phase services to aid with the selection of a design team, management of the design process, preparation of the construction contract, selection of the construction contractor, and management of the construction of the new Fire Station No. 1 project on 03 December 2019; and

WHEREAS, the City of Duncanville, based on a two-phase selection process conducted with the RFQ respondents, selected Brown Reynolds Watford Architects, Inc. as the most qualified and responsible respondent to provide said architectural and engineering design services; and

WHEREAS, the City of Duncanville desires to enter into a design agreement with Brown Reynolds Watford, Inc., for the architectural and engineering design services for the anticipated construction of said new Fire Station No. 1 for a cost of \$513,400.00; and

WHEREAS, the City of Duncanville has \$6,000,000.00 available in the FY19 Bond Program approved by the citizens of Duncanville on 06 November 2018, and approved by the Duncanville City Council on 05 February 2019, for firefighting facilities, and

WHEREAS, the City of Duncanville City Council desires to use these funds for the land acquisition, design, and construction of a new Fire Station No. 1 to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of Standard Form of Agreement RFQ #20-0011 with Brown Reynolds Watford, Inc., for Architectural and Engineering Design Services for Fire Station No. 1, attached hereto and incorporated herein as Exhibit "A", in the amount of \$513,400.00.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th Day of May 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



AIA®

Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Fourth day of March in the year Two thousand twenty.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116

and the Architect:
(Name, legal status, address, and other information)

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

for the following Project:
(Name, location, and detailed description)

Duncanville Fire Station No. 1

The Construction Manager(if known):
(Name, legal status, address, and other information)

Undetermined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1178689906)

Exhibit A

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

BRW understands the project scope is a fire station and Emergency Operations Center as allowable within a \$4.5 million total construction budget. The project site is undefined.

BRW understands the City has currently adopted the 2015 International Building Code (IBC) and related building codes that will require a storm shelter and building commissioning for the permanent fire station.

BRW understands the City intends to employ CORE Construction as a Construction Manager at Risk (CMaR) to construct the project. The CMaR will provide pre-construction cost estimating and scheduling services, in lieu of the Architect. The Architect will prepare one set of Contract Documents, in lieu of "fast-track" construction method with multiple document packages and construction phases.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Undetermined

(Paragraphs deleted)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Int.

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User Notes:

(1479696757)

Exhibit A

(Provide total and, if known, a line item breakdown.)

Refer to Article 1.1.1

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

1 Design phase milestone dates, if any:

To be determined.

2 Construction commencement date:

To be determined.

3 Substantial Completion date or dates:

To be determined.

4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

☒ AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

(Paragraphs deleted)

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234THL2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Biyan G. Ramey
City of Duncanville

Init.

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User Notes: (1479696757)

3

Exhibit A

203 E. Wheatland Road
Duncanville, TX
bramey@duncanville.com
Phone: 972-780-5018

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None.

(Paragraphs deleted)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- 1 Construction Manager:
{The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1}

To be determined.
- 2 Land Surveyor:

Retained by Architect.
- 3 Geotechnical Engineer:

Retained by Architect.
- 4 Civil Engineer:

Retained by Architect.
- 5 Other consultants and contractors:
{List any other consultants and contractors retained by the Owner.}

The Construction Manager will provide Cost Estimating.

The Owner shall self-perform or retain consultants, vendor or suppliers to furnish the following design services or building systems or authorize the Architect to furnish them as Additional Services, when such services are required to complete the project or desired by the Owner.

- Laboratory construction materials testing/ inspections (during construction), including any abatement of hazardous materials.
- 2015 International Energy Conservation Code, Section C408 required building commissioning. MEP Systems to be commissioned include:
 - o Lighting controls and daylighting controls.
 - o Plumbing service hot water systems.
- Site environmental surveys, assessments and remediation.
- Equipment selection, procurement and installation for AV, computer, telephone and UPS systems.

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- Design-build vendor systems, including radio and alerting, access control, video surveillance, and public-address systems (Architect shall provide empty conduit and electrical power as directed by the Owner).
- Selection, specification and procurement of furniture, office equipment, fitness equipment, fire station equipment, kitchen appliances, laundry equipment and shelving.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Gary DeVries, AIA
Principal
Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

1 Structural Engineer:

Click Engineering
325 N. Saint Paul Street, Suite 2850
Dallas, TX 75201
Contact: Jacob Click, Principal

2 Mechanical Engineer:

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

3 Electrical Engineer:

M.E.P. Consulting Engineers, Inc.
2928 Story Road West
Irving, TX 75038
Contact: Adam Nemati, P.E., LEED AP, Principal

§ 1.1.12.2 Consultants retained under Additional Services:

Civil Engineer
Click Engineering
325 North St. Paul St., Ste. 2850
Dallas, TX 75201
Contact: Jacob Click, Principal

Geotechnical Survey
Alpha Testing
2209 Wisconsin Street
Dallas, TX 75229
Contact: Tony Janish

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Landscape Architects
SMR Landscape Architecture
1708 N Griffin Street
Dallas, TX 75202
Contact: Brian Adams, RLA, Principal

3rd Party Storm Shelter Design Review
WGI
8144 Walnut Hill Lane, Suite 903
Dallas, TX 75231
Contact: Mike Oler, PE, Structural Market Leader

§ 1.1.13 Other Initial Information on which the Agreement is based:

Scope of Basic Services

Basic Services includes architectural, structural and mechanical/electrical/plumbing services as described below:

- Architectural programming and design.
- Interior design, including all interior finishes and lighting, along with generic furniture plans to assist with locating electrical and communication outlets.
- Site signage, building signage and interior room signage, including specifications for the dedication plaque, and design for a masonry monument sign if applicable.
- At late Schematic Design or early Design Development phase, BRW will perform a site fit study for a Police facility in the rear half of the site based upon a building program as identified in a previous study by Huitt-Zollars. This study will consist of showing a site utilization diagram for one possible configuration for a future police station, parking and major site utilization program elements, to validate whether the site area remaining after the Fire Station is built is likely to be sufficient for the proposed size facility. BRW's scope is limited to this site fit study and does not include programming, master planning, or other design for a future facility on the rear half of the site.
- Structural engineering, including structural design criteria, slab-on-grade foundation and structural framing design. Cold-formed framing shall be a performance specification.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power, emergency generator, interior and exterior lighting, plumbing domestic water, sanitary, and natural gas. Fire sprinkler and fire alarm system, along with mechanical test and balance requirements shall be performance specifications.
- Anticipated design team submittals and Owner review meetings:
 - 50% Schematic Design
 - 100% Schematic Design
 - 100% Design Development
 - 50% Construction Documents
 - 95% Construction Documents
 - 100% Construction Documents (no Owner review meeting or CMaR pricing update)
- Compliance with applicable codes and ordinances, including a pre-development meeting with City departments related to site and building development.
- BRW will provide the Contractor with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals. BRW will not prepare background drawings for the Contractor.
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees are a reimbursable expense.
- The design team has included the below average number of site observation visits during construction to become generally familiar with the progress and quality of the work completed.

• Architect	2 times per month
• Civil Engineer	up to 5 times total
• Landscape Architect	up to 2 times total
• Structural Engineer	up to 6 times total
• AIBP Engineer	up to 6 times total (counted per engineer-visit)
- BRW will lead one (1) public forum meeting.
- Record digital drawings reflecting contract changes from accepted contingency expenditures or change orders. Also, digital scans of mark-ups on the Contractor's field-set construction documents and specifications reflecting field changes.

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Incorporating the Contractor's field changes into the contract documents is an Additional Service. Excludes as-built record documents to incorporate the Contractor's field changes into the digital documents.

§ 12 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 13 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 13.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECTS RESPONSIBILITIES

§ 21 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 22 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 23 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 24 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 25 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 26 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than

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the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars(\$ 1,000,000.00) each accident, One Million Dollars(\$ 1,000,000.00) each employee, and One Million Dollars(\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars(\$ 1,000,000.00) per claim and One Million Dollars(\$ 1,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECTS BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

(Paragraph deleted)

§3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

(Paragraph deleted)

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

(Paragraphs deleted)

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager
(Paragraph deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
(Paragraphs deleted)

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

(Paragraph deleted)

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

(Paragraph deleted)

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

(Paragraph deleted)

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Additional Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Architect
§ 4.1.1.9 Civil engineering	Architect- Section 1.1.13
§ 4.1.1.10 Landscape design	Architect - Section 1.1.13
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	CM At Risk
§ 4.1.1.13 Cost estimating	CM At Risk
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect - Section 1.1.13
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

(Paragraphs deleted)

§ 4.1.2 Description of Additional Services

§ 4.1.2.1A description of each Additional Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Scope of Additional Services

- Geotechnical survey, including a recommended minimum four (4) deep borings for the building(s) foundation design recommendations, two (2) shallow borings for the paving design recommendations.
- Site boundary, topographic and tree survey, including permanent improvements, trees with species identified over 6" caliper on and immediately adjacent to the site, spot elevations on a 50-foot grid, contours on one-foot intervals, top of

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pavement elevations for paving immediately adjacent to the site, location of visible utilities and appurtenances, location and sizes of underground utilities based on available record information.

- ALTA Survey prepared in accordance with the standards specified by the American Land Title Association (ALTA) and the American Congress of Surveying and Mapping (ACSM).

- Property Plat: Combine several existing lots into one platted lot.

- Separate instrument utility easement document (each). Up to (2) separate instrument easements are included for the total site.

- Civil engineering, including paving, grading, drainage, water and sanitary sewer plan, dimension control, and erosion control.

- Paving revisions to public right-of-way medians (included in Civil engineering above). However, this excludes improvements along the main arterial street that are beyond the frontage of the project site.

- Planning Department civil and landscape site plan submittal (included in Civil Engineering and Landscaping and Irrigation)

- Storm water management design to incorporate best management practices into the grading and storm water drainage design in accordance with City design criteria. (included in Civil Engineering)

- Landscape and irrigation design that meets City zoning landscape ordinance and city design standards.

- Tagging of protected trees: Landscape architect will tag only the protected trees as indicated in the topographic and tree survey. This service is optional, to be provided only if requested or if required by city Authorities having Jurisdiction.

- Structural (carton form) slab design, if required by the geotechnical survey.

- Storm shelter 3rd party design review, including:

- Architectural, structural, mechanical, electrical and plumbing construction documents for compliance.

- Review will be done at the 95% CD phase.

- Written report will be produced to show items that are not incorporated into the documents at the end of each review.

- Letter of compliance at the end of design.

- Up to three (3) meetings to discuss the project and findings.

- Technology and Audio-Visual System Structured Cable Design

- Design of structured cabling for voice, data and cable TV systems that will extend throughout the facility, including the Main Distribution Frame (MDF) room and, if necessary, the Intermediate Distribution Frame (IDF) room.

- Exclusions: This work does not include design and specification of AV equipment or telephone/computer equipment and networking electronics (i.e., racks, switches, routers, wireless access points, hubs, etc.).

- Low Voltage Infrastructure Design for Access Control, Video Surveillance, Alerting and Radio Systems

- Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for a door access control system and a video surveillance system with cameras and monitoring equipment. Exclusion: This work does not include "security consulting," which normally includes review of criminal activity in the project vicinity and threat assessment studies, etc.

- Through a design-build effort with the Owner's vendor, design of empty-conduit infrastructure and power for an alerting system that includes speakers, low-voltage egress lighting and a radio system with a base station and roof antenna. Also design of a roof weather-head for mounting the antenna.

- Furniture Selection: Based upon City selection of preferred vendor line, BRW will work with the vendor to schedule a furniture list including selection of finishes. Includes one (1) tour date of vendor showroom(s), and two (2) design phase meetings on furnishings, one to select finishes and style of furnishings, and one to review complete furniture selections. BRW will incorporate 1 round of City final comments. If furnishings are to be purchased through a pre-negotiated price structure, then BRW and the vendor will provide a complete report of schedule of the furnishings and a budget cost. If the furnishings are to be competitively bid, then BRW will provide a furniture bid book and furnishing plan.

- This item excludes artwork, graphic design, equipment specifications, and any cost estimating other than that provided by the preferred vendor. Bidding, if applicable, will be handled by the City's bid procurement website or methods.

Exclusions from Architect's Services

The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Off-site engineering.
- Flood plain analysis and mitigation of flood plain areas.
- Storm Water Quality Management Plan/ Design

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- Subsurface utility engineering (SUE).
- Traffic analysis and signal design.
- Underfloor and building perimeter drainage systems.
- Retaining wall design over three feet (3') high.
- Tagging of small and unprotected trees.
- Leadership in Energy and Environmental Design (LEED) registration and certification.
- Energy modeling, utility bill estimates and life cycle cost analysis (LCCA).
- Fueling and canopy systems design.
- Fire training facilities
- Communication tower design.
- Data Center design.
- Fountain or water feature design.
- Food service consulting.
- Coordination with the Owner's public artwork program, including foundation design, electrical power and lighting, etc. as applicable. Also excludes all aspects of the artist selection process and design reviews. Preparation or assistance with multiple or fast track drawing/bid packages.
- Enhanced photo-quality architectural renderings and architectural models, beyond renderings produced in-house
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than City Council meetings and the (1) public presentation specifically included.

(Paragraphs deleted)

(Table deleted)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234HL2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 1.12.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

(Paragraphs deleted)

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
2. Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
3. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

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- 4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (6) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- 7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- 8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- 11 Assistance to the Initial Decision Maker, if other than the Architect;
- 12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- 13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- 14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- 15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- 1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- 2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- 5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- 2 Two (2) times monthly visits to the site by the Architect during construction
- 3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services beyond thirty (30) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original construction contract.

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§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four(24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNERS RESPONSIBILITIES

§ 51 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

{Paragraph deleted}

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 53 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 53.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 54 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 55 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 56 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground conosity tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 57 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

{Paragraph deleted}

§ 5.8 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E234nL2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 59 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility

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of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

(Paragraphs deleted)

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

The Construction Manager at Risk shall furnish the following services or the Owner shall furnish them or the Owner shall authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Pre-construction cost estimates at a minimum of the following phases:
50 % SD, 100% SD, 50 % DD, 100% DD, and 50% CD phases.
- Energy code site inspections.
- Storm water pollution prevention plan (SWPPP).
- Trench safety design.
- Record Drawings consisting of construction and contract changes on the CMaR's field set drawings and specifications.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

(Paragraph deleted)

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to

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rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

(Paragraphs deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. terminate in accordance with Section 9.5;
3. in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
4. implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraph deleted)

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

(Paragraphs deleted)

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section

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1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraphs deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

(Paragraphs deleted)

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or

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entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction, Dallas County, Dallas, TX

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

(Paragraphs deleted)

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination,

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Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraph deleted)

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

(Paragraph deleted)

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

(Paragraphs deleted)

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsion.

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legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum
(Insert amount)
- 2 Percentage Basis
(Insert percentage value)
() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- 3 Other
(Describe the method of compensation)

Basic Services Lump Sum Fee	\$393,750.00
Additional Services Fee as per Section 11.2	\$119,650.00
TOTAL CONTRACT AMOUNT	\$513,400.00

The above fees are also based on an \$4.5 million construction contract (GMP) amount. Should the Owner's final approved GMP exceed the \$4.5 million amount, the Architect's fee shall be increased by 8.75% times the additional construction contract amount. Any separate vendor contracts that may be assigned under the Construction Manager within the GMP will be excluded for the purpose of calculation of these design fees.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis/or, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services Fees

• Geotechnical survey	\$ 6,300.00
• Site boundary, Topographic and Tree Survey	\$ 6,750.00
• Plat	\$ 5,500.00
• Civil Engineering	\$42,750.00
• Landscape and hTigation Design	\$12,000.00
• Storm shelter 3 rd patty design review	\$13,400.00
• Technology and Audio-Visual structured cabling Design	\$ 5,000.00
• Access control, Video Surveillance and Radio, Alerting Infrastructure Design	\$ 1,200.00
• Furniture Selection Package	\$16,750.00
• Reimbursable Expenses Allowance	\$ 10,000.00

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Total Additional Services Fee \$119,650.00

Optional Additional Services if requested:

- Planned Development (PD) or Zoning revision (if required) \$ 4,500.00
- Separate instrument utility easement document (2 @ \$600 each) \$ 1,200.00
- Protected Tree Tagging \$ 750.00
- Structural (carton form) slab design \$ 5,000.00
- ALTA Surveys (for one or more existing lots) TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis/or, compensation.)

As negotiated lump sum fee of hourly rates per Section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation/or Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

50% Schematic Design Phase	Ten	percent (	10	%)
100% Schematic Design Phase	Ten	percent (	10	%)
100% Design Development Phase	Twenty	percent (	20	%)
50% Construction Documents	Fifteen	percent (	15	%)
95% Construction Documents	Fifteen	percent (	15	%)
100% Construction Documents	Five	percent (	5	%)
<i>(Row deleted)</i>				
Bid	Five	percent (	5	%)
Construction Administration*	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

*CA services will be billed to match the approved % complete per contractor's pay applications.

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

(Paragraph deleted)

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
BRW Architects, Inc.	
Project Principal	\$270.00 per hour
Sr. Project Director	\$240.00 per hour
Project Director	\$230.00 per hour
Sr. Project Manager	\$195.00 per hour
Sr. Project Designer/ Planner	\$195.00 per hour
Project Manager	\$175.00 per hour
Interior Designer	\$175.00 per hour
Sr. Project Architect	\$160.00 per hour
Project Designer	\$155.00 per hour
Project Architect	\$145.00 per hour
Architect	\$130.00 per hour
Sr. Project Coordinator	\$120.00 per hour
Project Coordinator	\$110.00 per hour
Architect-in-Training II	\$100.00 per hour
Architect-in-Training I	\$ 85.00 per hour
Administration Staff	\$ 75.00 per hour
Click Engineering - Civil	
Principal	\$220.00 per hour
Project Manager	\$180.00 per hour
Project Engineer	\$150.00 per hour
Staff Engineer	\$115.00 per hour
Draftsman	\$105.00 per hour
Junior Draftsman	\$ 90.00 per hour
Administrative Support	\$ 80.00 per hour
M.E.P. Consulting Engineers, Inc. - MEP	
Principal	\$175.00 per hour
Project Manager	\$150.00 per hour
QA / QC Manager	\$140.00 per hour
Senior Mechanical Engineer	\$130.00 per hour
Senior Electrical Engineer	\$130.00 per hour
Mechanical Engineer	\$120.00 per hour
Electrical Engineer	\$120.00 per hour
Administrative	\$ 40.00 per hour
SMR Landscape Architecture	
Principal Design/ Administration	\$220.00 per hour
Associate / RLA	\$200.00 per hour
Irrigation Technician	\$180.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;

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- 5 Postage, handling, and delivery;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- 7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- 9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and/or which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

(Paragraph deleted)

§ 11.10.1.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

(Paragraphs deleted)

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Prevailing rate%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

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Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

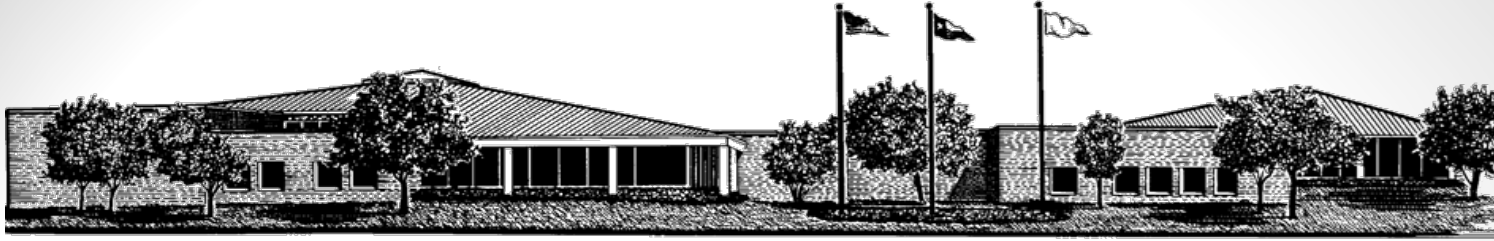
1. AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
2. AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)
Not Applicable.
3. Exhibits:
(Check the appropriate box/or any exhibits incorporated into this Agreement.)
 - ☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)
Not Applicable.
 - ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
Not Applicable.
4. Other documents:
(List other documents, if any, forming part of the Agreement.)
Not Applicable.

This Agreement entered into as of the day and year first written above.

_____ OWNER (Signature) _____ City of Duncanville (Printed name and title)	 _____ ARCHITECT (Signature) Gary DeVries, AIA, Principal Brown Reynolds Watford Architects, Inc. (Printed name, title, and license number, if required)
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Int.

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ARCHITECT DESIGN CONTRACT - FIRE STATION NO. 1

BRYAN G. RAMEY, II, P.E., DIRECTOR OF PUBLIC WORKS

MAY 19, 2020

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self



Staff Request

Consider a Resolution approving the terms and conditions of Standard Form of Agreement RFQ #20-0011 with Brown Reynolds Watford Architects, Inc for Architectural and Engineering Design Services for Fire Station No. 1 in the amount of \$513,400.00.



Background

- 11/06/2018, \$6M Bond for Fire Station No. 1 (Land / Design / Construction) approved by citizens of Duncanville
- 12/03/2019, CORE Construction awarded contract as Construction Manager at Risk (CMAR) for Fire Station No. 1
- 12/13/2019, Phase 1 Review of Architect Statements of Qualifications (12 firms)
- 01/22-01/24/2020, Phase 2 Interviews with Selected Architect Firms (6 firms); BRW Architects selected as “Most Qualified” Architect



BRW Architects

- Previous experience working with CORE Construction
- Positive References
- Brown Reynolds Watford Architects, Inc. (BRW) was established in 1984
- Offices in Dallas, College Station, Houston, TX and San Francisco, CA
- Designed over 200 fire facilities throughout Texas, including fire stations in Dallas, Cedar Hill, DeSoto, Mesquite, and Grand Prairie

BRW Architects



GARY DEVRIES

PROJECT PRINCIPAL

- STRATEGIC PLANNING
- BEST VALUE
- CLIENT SATISFACTION



STEPHEN HILT

PROJECT DIRECTOR

- PROJECT GOALS | VISION
- BUDGET ALIGNMENT
- QUALITY CONTROL
- PROGRAMMING



CAROL KESLER

PROJECT MANAGER

- CLIENT CONTACT
- DESIGN DELIVERABLES
- TEAM COORDINATION
- DESIGN SCHEDULE



AVI PATEL

PROJECT ARCHITECT

- PROJECT SUPPORT
- DOCUMENTS PRODUCTION
- DESIGN COORDINATION
- ZONING & CODE COMPLIANCE

The City of Duncannon



BRW Architects



The City of Duncanville



Agenda Item #5.B.

Contract Highlights

Basic Services

\$393,750.00

- Architectural Programming & Design
- Mechanical-Electrical-Plumbing (MEP) Engineering
- Structural Engineering
- Interior Design
- Signage
- Site Layout for entire property
- Public Forum

***Assumes \$4.5M Construction Budget*

Additional Services

\$119,650.00

- Geotechnical Survey
- Site boundary, Topographic, Tree Survey
- Civil Engineering
- Plat
- Landscape & Irrigation Design
- Storm Shelter 3rd Party Review
- Technology & Audio-Visual Cabling Design
- Access control, Video Surveillance & Radio, Alerting Infrastructure Design
- Furniture Selection Package
- Reimbursable Expenses Allowance

Total Contract

\$513,400.00

The City of Duncanville





Timeline

- 05/21/2020, Design Kick-off meeting
- TBD, Public Forum
- Spring 2021, Design Complete / Start Construction
- Fall 2022, Construction Complete



Staff Recommendation

Staff recommends approval of the Resolution approving the terms and conditions of Standard Form of Agreement RFQ #20-0011 with Brown Reynolds Watford Architects, Inc for Architectural and Engineering Design Services for Fire Station No. 1 in the amount of \$513,400.00.



QUESTIONS?



STAFF REPORT

MEETING: City Council - 19 May 2020

TITLE:

Consider amending Resolution 2020-026R2, extending and amending a State of Emergency as a result of the COVID-19 Virus; providing for Interim Public Safety Measures; Repealing all Resolutions in Conflict

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary
Kevin Hugman, City Manager

BACKGROUND/HISTORY:

Beginning in December 2019, a novel coronavirus, now designated SARS-CoV2 which causes the disease COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization. Reasonable measures must be taken to contain COVID-19 and prevent its spread throughout the City of Duncanville and Dallas County.

On March 13, 2020 the Mayor of the City of Duncanville issued a Declaration of Local Disaster for Public Health Emergency as Pursuant to section 418.108(a)(b)(d)(g). The order has been amended several times to reflect the changes made by Dallas County. The City Council approved the Declaration of Local Disaster for Public Health Emergency (Resolution No. 2020-026) at a special City Council meeting on March 19, 2020. The Declaration was further extended by the City Council on April 7, 2020, with the Declaration set to expire at 11:00 a.m. on Wednesday, May 6, 2020.

On Monday, April 27, 2020 Governor Greg Abbott issued Executive Order GA-18, related to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster. This executive order remains in effect until 11:59 p.m. on May 15, 2020. On Tuesday, March 12, Governor Abbott extended his disaster declaration related to the novel coronavirus, COVID-19 (Attachment 2).

Therefore, it is appropriate for the City Council to further extend the Declaration of Local Disaster for Public Health Emergency for the city of Duncanville. The amended order incorporates the current Executive Orders of Governor Greg Abbott.

POLICY EXPLANATION:

State law provides that the Mayoral Declaration expires on the seventh (7th) day after its issuance. The COVID-19 Virus continues to necessitate an extensive and prompt public safety response; and, the regulations set forth in the Mayoral Declaration may need to be extended and/or modified in order to continue to protect the general public. The Dallas County Order was extended by the

Commissioners Court to May 15, 2020. The Governor's Executive Order GA-18 expires on May 15, 2020, but it is expected another Executive Order will be issued prior to that date that will further extend limited restrictions in response to the COVID-19 disaster.

The Mayoral Declaration and Order dated Wednesday, May 20, 2020, is set to expire at 11:59 p.m. on May 18, 2020. This amended Declaration would expire at 11:59 p.m. on Tuesday, June 16, 2020.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Staff recommends approval of amending Resolution 2020-026R2, extending and amending a State of Emergency as a result of the COVID-19 Virus; providing for Interim Public Safety Measures; Repealing all Resolutions in Conflict.

ATTACHMENTS:

[Attachment 1 - Amended Resolutions without Exhibits](#)

[Attachment 2 - Governor Disaster Renewing COVID-19 Disaster Proclamation No 2](#)

[Attachment 3 - Resolution No. - 2020-026R2 - Amending Res 2020-026R1 Extending and Amending State of Emergency - COVID-19](#)

ATTACHMENT 1

RESOLUTION NO. 2020-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, EXTENDING A MAYORAL DECLARATION OF A STATE OF EMERGENCY AND ORDER AS A RESULT OF THE COVID-19 VIRUS; PROVIDING FOR INTERIM PUBLIC SAFETY MEASURES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor of Duncanville on Friday, March 13, 2020 signed a Declaration Declaring a State of Emergency in response to the COVID-19 Virus and issued an Order with Restrictions for community gatherings and assemblies; and

WHEREAS, the circumstances surrounding the COVID-19 Virus have increased the need for social distancing and precautionary public safety response; and.

WHEREAS, State law provides that the Mayoral Declaration must expire on the seventh (7th) day after its issuance; and

WHEREAS, the COVID-19 Virus continues to necessitate an extensive and prompt public safety response; and, the regulations set forth in the Mayoral Declaration may need to be extended and/or modified in order to continue to protect the general public;

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

SECTION 1. The amended Mayoral Declaration and amended Order dated Friday, March 13, 2020, and set to expire at 10:00 a.m. on March 20, 2020, which is attached hereto as Exhibit 1, is hereby continued and renewed and shall expire at 11:59 p.m. on April 8, 2020.

SECTION 2. The City Manager shall take all steps necessary, expressed and implied under said Declaration and Order in accordance with State law and the City of Duncanville Emergency Management Plan to protect the health, safety and welfare of the citizens of the City of Duncanville.

SECTION 3. The amended Mayoral Declaration and Order is ADOPTED, CONTINUED AND RENEWED; and, the City Council hereby takes the additional actions as provided herein which are as follows:

a. That the City Manager or his designee may utilize the Federal Emergency Management Act procurement during exigent or emergency provisions of the Code of Federal Regulations.

ATTACHMENT 1

b. The City Manager may revoke any certificate of occupancy or other permits for any business that fails to comply with any provision of this Resolution, Declaration or Order.

c. The City Manager may waive enforcement of any regulatory and ordinance provision for any businesses subject to this order in order to promote and execute the provisions of this Resolution.

d. The City shall suspend accepting any applications for zoning, plats and other land use regulations.

e. The Council and/or any of its Boards, Commissions or Committees may meet by video conference or telecommunication as amended by the Governor.

f. The Council hereby excuses and waives all attendance requirements for Board, Commission or Committee members during the application of this Resolution.

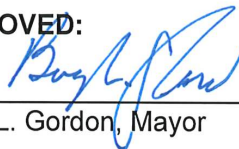
SECTION 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

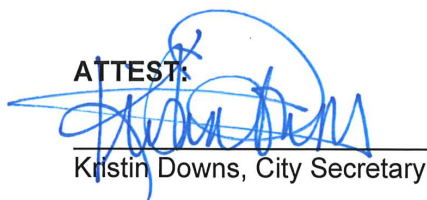
SECTION 6. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Duncanville, Texas, on this the 19th day of March, 2020.

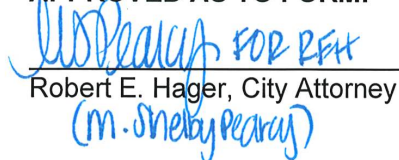
APPROVED:


Barry L. Gordon, Mayor

ATTEST:


Kristin Downs, City Secretary

APPROVED AS TO FORM:


Robert E. Hager, City Attorney
(m. shelby reary)



ATTACHMENT 1

RESOLUTION NO. 2020-026R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, EXTENDING A MAYORAL DECLARATION OF A STATE OF EMERGENCY AND ORDER, AS AMENDED BY THE MAYOR AND EXTEND BY CITY COUNCIL AS A RESULT OF THE COVID-19 VIRUS; PROVIDING FOR INTERIM PUBLIC SAFETY MEASURES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor of Duncanville on Friday, March 13, 2020 signed a Declaration Declaring a State of Emergency in response to the COVID-19 Virus and issued an Order with Restrictions for community gatherings and assemblies; and

WHEREAS, the said Declaration and Orders have been amended and extended by the Mayor and Council respectively; and

WHEREAS, the circumstances surrounding the COVID-19 Virus have increased the need for social distancing and precautionary public safety response; and

WHEREAS, State law provides that the Mayoral Declaration must expire on the seventh (7th) day after its issuance; and

WHEREAS, the COVID-19 Virus continues to necessitate an extensive and prompt public safety response; and, the regulations set forth in the Mayoral Declaration may need to be extended and/or modified in order to continue to protect the general public;

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

SECTION 1. The Mayoral Declaration and Order dated Friday, March 13, 2020, which has been subsequently extended by Council and amended by the Mayor, which is attached hereto as Exhibit 1, it was continued and renewed and shall expire at 11:59 p.m. on April 8, 2020 shall hereby be continued and extended to 11:59 pm on May 6th 2020.

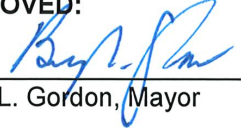
SECTION 2. The City Manager shall take all steps necessary, expressed and implied under said Declaration and Order in accordance with State law and the City of Duncanville Emergency Management Plan to protect the health, safety and welfare of the citizens of the City of Duncanville.

SECTION 3. The amended Mayoral Declaration and Order as set forth in Exhibit A is ADOPTED, CONTINUED AND RENEWED; and, the City Council hereby takes the additional actions as provided herein which are as follows:

ATTACHMENT 1

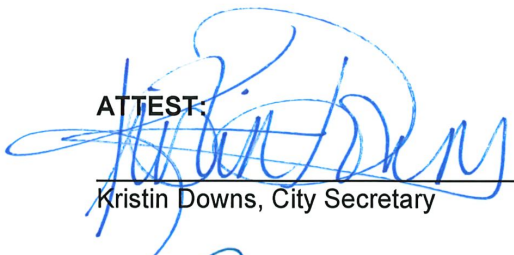
DULY PASSED and approved by the City Council of the City of Duncanville,
Texas, on this the 7th day of April, 2020.

APPROVED:



Barry L. Gordon, Mayor

ATTEST:

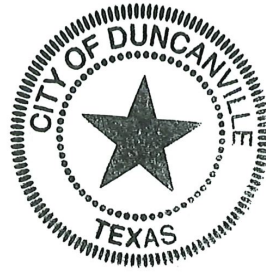


Kristin Downs, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



ATTACHMENT 1

RESOLUTION NO. 2020-026R1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, EXTENDING A MAYORAL DECLARATION OF A STATE OF EMERGENCY AND ORDER AS A RESULT OF THE COVID-19 VIRUS; PROVIDING FOR INTERIM PUBLIC SAFETY MEASURES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor of Duncanville on Friday, March 13, 2020 declared a State of Emergency in response to the COVID-19 Virus and issued a signed Order with Restrictions for community gatherings and assemblies; and

WHEREAS, on April 8, 2020 the amended Mayoral Declaration and Order was renewed, continued and set to expire at 11:59 p.m. on May 6, 2020.

WHEREAS, the circumstances surrounding the COVID-19 Virus have increased the need for social distancing and precautionary public safety response; and.

WHEREAS, the COVID-19 Virus continues to necessitate an extensive and prompt public safety response; and, the regulations set forth in the Mayoral Declaration may need to be extended and/or modified in order to continue to protect the general public; and

WHEREAS, on April 27, 2020 Governor Greg Abbott publicly unveiled the Governor's Report to Open Texas to implement the phased re-opening of businesses across the state with limited capacities while practicing safe measures as recommended in the CDC Guidelines; and the Governor has on May 5, 2020 amended his orders as GA 19, 20 and 21; and,

WHEREAS, in coordination with Governor Abbott's Open Texas services plan; the Dallas County Commissioners Court issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Dallas County Emergency Management Plan and extended the Declaration of Local Disaster until 11:59 p.m. until May 18, 2020, unless rescinded by order of the Commissioners Court.

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

SECTION 1. The Mayoral Declaration, as amended and extended by the City Council, in conjunction with Governor Abbott's Executive Orders 19, 20 and 21, Dallas County's Orders, as amended are hereby adopted, renewed; and, shall expire at 11:59 p.m. on May 20, 2020, which are said Orders are incorporated herein, as if set forth in full, and which are attached hereto and incorporated herein as Exhibits A, B, C, D and E respectively.

ATTACHMENT 1

SECTION 2. The City Manager shall take all steps necessary, expressed and implied under said Declaration and Order in accordance with State law and the City of Duncanville Emergency Management Plan to protect the health, safety and welfare of the citizens of the City of Duncanville.

SECTION 3. The amended Mayoral Declaration and Order of the City Council hereby takes the additional action as amended herein as follows:

- a. That the City Manager or his designee may utilize the Federal Emergency Management Act procurement during exigent or emergency provision of the Code of Federal Regulations.
- b. The City Manager may revoke any certificate of occupancy or other permits for any business that fails to comply with any provision of this Resolution, Declaration or Order.
- c. The City Manager may waive enforcement of any regulatory and ordinance provision for any businesses subject to this order in order to promote and execute the provisions of this Resolution.
- d. The Council and/or any of its Boards, Commissions or Committees may meet by video conference or telecommunication as amended by the Governor.
- e. The Council hereby excuses and waives all attendance requirements for Board, Commission or Committee members during the application of this Resolution.

SECTION 4. The Mayor is hereby authorized to amend this order to conform to any additional future amendments by the Texas Governor or Dallas County Judge.

SECTION 5. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 6. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

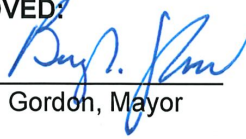
SECTION 7. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

ATTACHMENT 1

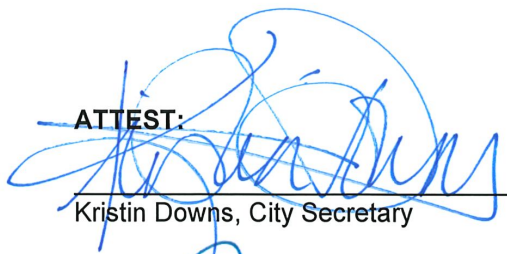
DULY PASSED and approved by the City Council of the City of Duncanville, Texas, on this the 5th day of May, 2020.

CITY OF DUNCANVILLE, TEXAS

APPROVED:


Barry L. Gordon, Mayor

ATTEST:


Kristin Downs, City Secretary

APPROVED AS TO FORM:


Robert E. Hager, City Attorney



ATTACHMENT 2



GOVERNOR GREG ABBOTT

May 12, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4 PM O'CLOCK

MAY 12 2020

Secretary of State

The Honorable Ruth R. Hughes
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughes:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

ATTACHMENT 2

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID- 19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, on April 12, 2020, I issued a proclamation renewing the disaster declaration for all Texas counties; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency’s emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have
hereunto signed my name and have
officially caused the Seal of State to be
affixed at my office in the City of

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4 PM O'CLOCK
MAY 12 2020

ATTACHMENT 2

Governor Greg Abbott
May 12, 2020

Proclamation
Page 2



Austin, Texas, this the 12th day of
May, 2020.

A handwritten signature in black ink, reading "Greg Abbott", written over a horizontal line.

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink, reading "Ruth R. Hughes", written over a horizontal line.

RUTH R. HUGHES
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4^{PM} O'CLOCK
MAY 12 2020

RESOLUTION NO. 2020-026R2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING RESOLUTION 2020-026R1, EXTENDING AND AMENDING A STATE OF EMERGENCY AS A RESULT OF THE COVID-19 VIRUS; PROVIDING FOR INTERIM PUBLIC SAFETY MEASURES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor of Duncanville on Friday, March 13, 2020 declared a State of Emergency in response to the COVID-19 Virus and issued a signed Order with Restrictions for community gatherings and assemblies; and

WHEREAS, on April 8, 2020 the amended Mayoral Declaration and Order was renewed, continued and set to expire at 11:59 p.m. on May 6, 2020.

WHEREAS, the circumstances surrounding the COVID-19 Virus have increased the need for social distancing and precautionary public safety response; and

WHEREAS, the COVID-19 Virus continues to necessitate an extensive and prompt public safety response; and, the regulations set forth in the Mayoral Declaration may need to be extended and/or modified in order to continue to protect the general public; and

WHEREAS, on April 27, 2020 Governor Greg Abbott publicly unveiled the Governor's Report to Open Texas to implement the phased re-opening of businesses across the state with limited capacities while practicing safe measures as recommended in the CDC Guidelines; and the Governor has on May 5, 2020 amended his orders as GA 19, 20, 21 and 22; and,

WHEREAS, in coordination with Governor Abbott's Open Texas services plan; the Dallas County Commissioners Court issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Dallas County Emergency Management Plan and extended the Declaration of Local Disaster until 11:59 p.m. until May 18, 2020, unless rescinded by order of the Commissioners Court.

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

SECTION 1. A local state of disaster due to public health emergency is hereby declared for the City pursuant to Section 418.108(a) of the Texas Government Code. Pursuant to Section 418.108(b) of the Texas Government Code, this state of disaster due to public health emergency shall continue as of the date as of the passage of this Resolution and shall expire on the date in which Texas Governor Greg Abbott repeals or otherwise concludes the state of disaster for the State of Texas, as same may relate to Dallas County, unless the City Council of the City of

Duncanville repeals or otherwise amends this Resolution prior thereto; all citizens shall comply with Texas Governor's Orders GA 19, 20, 21 and 22.

SECTION 2. The City Manager shall take all steps necessary, expressed and implied under this Resolution, as amended in Section 2, in accordance with State law and the City of Duncanville Emergency Management Plan to protect the health, safety and welfare of the citizens of the City of Duncanville.

SECTION 3. This Resolution of the City Council hereby takes the additional action as amended herein as follows:

- a. That the City Manager or his designee may utilize the Federal Emergency Management Act procurement during exigent or emergency provision of the Code of Federal Regulations.
- b. The City Manager may revoke any certificate of occupancy or other permits for any business that fails to comply with any provision of this Resolution.
- c. The City Manager may waive enforcement of any regulatory and ordinance provision for any businesses subject to this Resolution in order to promote and execute the provisions of this Resolution.
- d. The Council and/or any of its Boards, Commissions or Committees may meet by video conference or telecommunication as amended by the Governor.
- e. The Council hereby excuses and waives all attendance requirements for Board, Commission or Committee members during the application of this Resolution.
- f. The City of Duncanville recommends that all persons while in public should wear face coverings and maintain at least 6 feet separation from one another and should continue to follow guidelines as recommended by the CDC and DSHS.

SECTION 4. The Mayor is hereby authorized to amend this Resolution to conform to any additional future amendments by the Texas Governor or Dallas County Judge.

SECTION 5. The City of Duncanville must promptly provide copies of this Resolution by posting on the City's website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Resolution is strongly encouraged to post a copy of this Resolution onsite and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Resolution or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 7. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 8. This Resolution shall become effective 11:59 p.m. on May 18, 2020, until June 16, 2020 unless it is either rescinded, superseded, or amended pursuant to applicable law or superseded by Governor's orders.

DULY PASSED and approved by the City Council of the City of Duncanville, Texas, on this the 19th day of May, 2020.

CITY OF DUNCANVILLE, TEXAS

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 19 May 2020

TITLE:

Consider a Resolution Repealing the Establishment of the Duncanville Sister City Commission.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- WorkPlan Item NA

STAFF RESPONSIBLE:

Kevin Hugman, City Manager

BACKGROUND/HISTORY:

The Duncanville Sister City Commission was created by Resolution No. 2017-008 of the City Council on March 21, 2017. The Commission was formed as a city board to formalize the relationship between Monasterolo di Savigliano and Duncanville. This relationship had begun in the late 1990's from a friendship between two Duncanville citizens and a Monasterolo physicist. The friendship led to a semi-formal visit to Duncanville by an Italian delegation and in 1998 the Duncanville City Council passed a resolution supporting the "twin city" relationship with Monasterolo Di Savigliano, Italy. The principles of the Sister City relationship were to be based on global cooperation at the municipal level and promotion of cultural understanding and exchange. Several mutual visits were held between the two cities over the course of the 20-year informal relationship. The establishment of the Sister City Commission in 2018 was to formally establish a board that would foster travel and relations between the two cities.

City Council previously discussed the continuance of the commission in August 2019. Mayor Gordon has requested this item be brought forward to consider disestablishing the Sister City Commission and returning to an informal relationship.

POLICY EXPLANATION:

The City Council has the authority to create and disestablish Boards and Commissions as necessary or required.

FUNDING SOURCE:

N/A

RECOMMENDATION:

City Council consider approving a Resolution repealing the establishment the Duncanville Sister City Relationship

ATTACHMENTS:

[Attachment 1 Resolution No 2017-008 - Creation of Sister City](#)

[Attachment 2 Resolution No 2020-040 - Repealing the Establishment of the Duncanville Sister City Commission](#)

Attachment 1

RESOLUTION NO. 2017-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ESTABLISHING THE DUNCANVILLE SISTER CITY COMMISSION, ESTABLISHING REQUIREMENTS FOR MEMBERSHIP; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has enjoyed a continued sister-city relationship with the municipality of Monasterolo di Savigliano, located in the Province of Cuneo in the region of Piedmont, Italy, since 1997; and

WHEREAS, the City of Duncanville and Monasterolo di Savigliano continue to enjoy exchanges and visits, the last being in 2016 when Mayor Marco Cavaglia and his wife visited the City of Duncanville; and

WHEREAS, the City Council has determined that an ad-hoc Duncanville Sister City Commission should be established to facilitate the continued relationship and cultural exchanges between the City of Duncanville and Monasterolo di Savigliano; and

WHEREAS, the City Council has determined that the members of the Duncanville Sister City Commission should be appointed based on qualification and interest, by the entire City Council, foregoing any requirement of residency within a specific council member district or residency within the city limits of Duncanville. The Sister City Commission will be composed of seven members.

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

Section 1. That the City Council of the City of Duncanville does hereby create the Duncanville Sister City Commission to be an ad-hoc committee created for the purpose of facilitating the continued sister-city relationship between the City of Duncanville and the municipality of Monasterolo di Savigliano, located in the Province of Cuneo in the region of Piedmont, Italy.

Section 2. That the Duncanville Sister City Commission shall consist of seven (7) members, appointed by the entire City Council, without term limits, and without any requirement of residency within the City of Duncanville. Any member of the Commission may be removed, for any reason, by majority vote of the City Council. The City Manager shall designate a staff member as commission liaison, who shall serve as an ex-officio member and secretary.

Section 3. That the Duncanville Sister City Commission shall meet at least four (4) times per year, and shall elect a president and vice-president amongst its membership. The President shall preside over meetings of the Commission, and shall

represent the Commission before the City Council or City Administration on matters which they have majority vote approval of the Commission members.

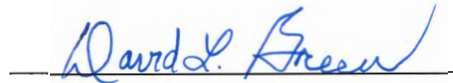
Section 4. That the Duncanville Sister City Commission shall hold their meetings in accordance with the Texas Open Meetings Act, shall establish a time and date for commission meetings, and adopt procedures for those meetings. The secretary shall keep an accurate record of proceedings of the meetings. Minutes of the meeting shall be approved at the next following meeting. Copies of the minutes shall be provided to the City Council.

Section 5. That continued membership on the Duncanville Sister City Commission shall be contingent upon regular attendance at commission meetings. If as many as three meetings are missed in one calendar year without reason, the member shall be automatically divested of membership on the Duncanville Sister City Commission, and a vacancy declared, to be filled by appointment of the City Council.

Section 6. This resolution shall become effective immediately upon its passage.

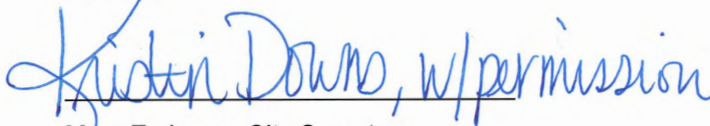
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of March, 2017.

APPROVED:



David L. Green, Mayor

ATTEST:



Mary E. Jones, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2020-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING THE ESTABLISHMENT OF THE DUNCANVILLE SISTER CITY COMMISSION ; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In 1997 the City of Duncanville learned that the small Italian city of Monasterolo di Savigliano were interested in developing a "twin city" relationship; and

WHEREAS, The Duncanville Sister City Commission was created by Resolution No. 2017-008 by the City Council on March 21, 2017; and

WHEREAS, The Duncanville Sister City Commission was created to foster cultural enrichment opportunities that were mutually beneficial to the Duncanville community and Monasterolo di Savigliano; and

WHEREAS, The City Council believes the Sister City's founding principles of global cooperation; and promotion of cultural understanding and exchange can also be accomplished outside of the official capacity of the City of Duncanville.

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

SECTION 1. The City Council of the City of Duncanville does hereby abolish the Duncanville Sister City Commission.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 19th day of May, 2020.

APPROVED:

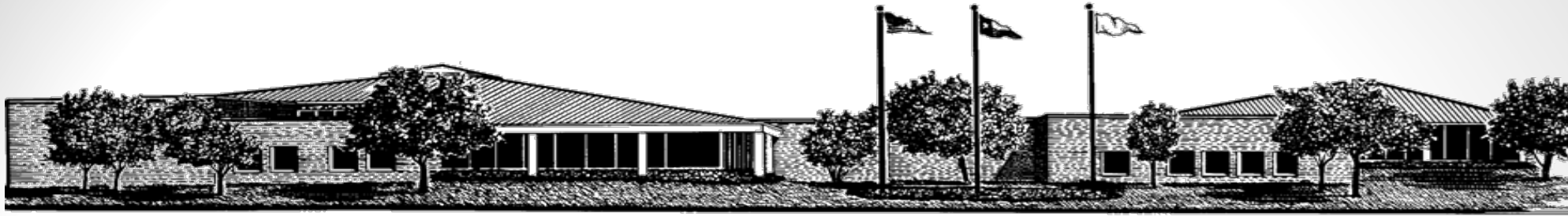
Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LIBRARY QUARTERLY REPORT

JULIO VELASQUEZ, LIBRARY DIRECTOR

MAY 19, 2020

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncannonville



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Departmental Accomplishments

- Continued to provide library services since closing to public access on March 17.
- 24/7 online to library resources including catalog and all databases.
- 24/7 access to all e-materials including e-books, e-magazines, and e-audiobooks.
- Staff members available to answer all questions via phone or email during operating hours 10-6pm Monday Friday.
- Curbside/home delivery of materials requested and placed on hold by all patrons began on March 23.
- In process of upgrading all our public pc computers as part of the 5 year renewal.

WELCOME NEW IT LIBRARIAN

- Eric terry, is our new it librarian, replacing our previous it librarian who retired on January 31.
- He has 20 years of library experience in various public libraries including Arlington and Euless.





CONGRATULATIONS

- Library Technician Vickie Glass was accepted into the Tall Texans Library Leadership Program for 2020-2021.
- Sponsored by the Texas Library Association, this program is very prestigious and only accepts 24 applicants annually.
- Tall Texans participants study strategic planning, risk-taking, conflict negotiation, team building, coaching, ethics, advocacy, and personal career planning.



SUMMER READING CLUB PLANS

- In order to provide for the safety of our patrons and our staff all Summer Reading Club Program performances will now be offered online through Facebook live-stream or YouTube video.
- All craft programs will be take-home for families.
- Summer reading logs will also be available online.
- Prizes will be available beginning July 1st
- Grand prizes of Kindles provided by the friends of the library will still be awarded at the end of the program.

Service Measures – This Quarter

(MAY 19, 2020)

- During lockdown Library Staff has delivered to **280 households.**
- And has delivered **2,343 items.**