



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

Tuesday, October 18, 2022
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, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, October 18, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, October 18, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – October 18, 2022
- First and Last Name; and address

Page

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. Discussion of the City of Duncanville Streetlight Policy
[Street Light Policy](#)

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EXECUTIVE SESSION

None

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"

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

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

- Submit a comment by 4:00 p.m. on Tuesday, October 18, 2022
- Email citysecretary@duncanville.com
- Email title: Public Comment – October 18, 2022
- First and Last Name; and address

4. CONSENT AGENDA

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

- | | | |
|--|---|-----------|
| A. | Consider a Resolution finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within 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.
ONCOR | 6 - 9 |
| B. | Consider a Resolution approving the terms and conditions of Professional Services Agreement 23-0004 with Dunaway Associates for the design of Softwood Drive Sanitary Sewer Aerial Crossing Repair in the amount of \$84,800.00.
Dunaway Associates | 10 - 43 |
| C. | A Resolution of the City Council of the City of Duncanville, Texas, to award the contract for Bank Depository Services to a bank located in the City of Duncanville, awarding a two-year contract with a total estimated expenditure as proposed by the selected bank; authorizing the City Manager or her designee to negotiate and execute the appropriate documents; and, providing for an effective date.
2022 Depository RFA | 44 - 58 |
| D. | Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services in an amount not to exceed \$59,000.00.
Highway Accident Investigation Services | 59 - 72 |
| E. | Consider adopting the Council Rules and Procedures.
Council Rules and Procedures | 73 - 94 |
| 5. ITEMS FOR INDIVIDUAL CONSIDERATION | | |
| A. | Conduct a public hearing for consideration and action regarding the request of Ted Straub, applicant, representing Philip S. Nickel, Jr., owner, to include a Planned Development/Neighborhood Office Retail district on Irwin Keasler Dev. Red Bird 4, Block 15A, Lot 1, Less Row & PT of ABND Tower Crest Dr., ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, Duncanville, Dallas County, Texas.
700 West Camp Wisdom Road | 95 - 133 |
| B. | Conduct a public hearing for consideration and action regarding the request of Tiesha Lewis, Applicant and Owner, to include a Specific Use Permit "SUP" for Short-Term Rental on Huntington Park 1st, Block A, Lot 1, more commonly known as 919 Green Hills Road, Duncanville, Dallas County, Texas.
919 Green Hills Road | 134 - 161 |
| C. | Consider amending the code of ordinances by amending Chapter 12 "Miscellaneous Offenses and Provisions", Article XXIII 'Secondary Metal Recyclers', by amending Section 12-256 'Definitions' by adding the definition of 'Catalytic Converter' and by adding a new Section 12-260A 'Possession of Catalytic Converter.' | 162 - 167 |

Catalytic Converters

- D. Consider an Ordinance amending Chapter 19 "Traffic", Article VI "Stopping, Standing and Parking", Section 19-116 "No Parking and/or Placement of Oversized Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets" by repealing Section 19-116 "No Parking and/or Placement of Oversized Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets" in its entirety and replacing it with a new Section 19-116 "No Parking and/or Placement of Oversized Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets".

168 - 173

Amending On-Street Parking Ordinance

6. STAFF AND BOARD REPORTS

- A. Receive the Police Department 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: **FRIDAY, OCTOBER 14, 2022 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Janie Willman
City Secretary

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

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



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Discussion of the City of Duncanville Streetlight Policy.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)

BACKGROUND/HISTORY:

Councilmember Koontz requested a Briefing Session item to discuss the City of Duncanville Streetlight Policy.

Our current Streetlight Policy outlines the City's responsibilities for installing streetlights.

Given residents' requests for new mid-block streetlights, Councilmember Koontz wanted to discuss the current policy and possible revisions.

POLICY EXPLANATION:

Any Councilmember may request to put an item on the City Council Meeting Agenda.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

Provide comments on the current City of Duncanville Streetlight Policy.



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

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 within 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.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

POLICY EXPLANATION:

The purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission

of Texas where the appeal will be consolidated with Oncor's filing (i.e., PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution ***prior to October 30, 2022.***

FUNDING SOURCE:

ORG and Object Number

N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Pass the resolution recommended by the Steering Committee.
2. Do not pass the resolution recommended by the Steering Committee.
3. Other Action as Directed by City Council.

ATTACHMENTS:

[Resolution No. - 2022-097 - ONCOR Rate Case Denial - Pdf](#)

RESOLUTION NO. 2022-097

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; 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.

WHEREAS, The City of Duncanville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, The City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, On or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, The Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, Through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, The Steering Committee's members and attorneys recommend that members deny the Application; and

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

SECTION 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of October, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Consider a Resolution approving the terms and conditions of Professional Services Agreement 23-0004 with Dunaway Associates for the design of Softwood Drive Sanitary Sewer Aerial Crossing Repair in the amount of \$84,800.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
John MacLean, PE, CFM, Engineering Manager

BACKGROUND/HISTORY:

The City of Duncanville (City) experienced significant rainfall and subsequent stormwater runoff in August 2022. These intense rainfall events caused significant river flows in the Bentle Branch of Ten Mile Creek. The City’s existing aerial, 6” sanitary sewer pipeline, which crosses over Bentle Branch near 383 Softwood Drive, sustained damage during these storms. The damage compromised the upstream end of the steel casing of the aerial crossing and vitrified clay carrier pipe. Visual inspection shows significant erosion on the south side of the riverbank at Bentle Branch, where the casing and carrier pipe damage occurred. The City requested Dunaway Associates provide engineering services to repair the aerial sanitary sewer pipeline and reinforce the riverbanks at the crossing location.

Scope of work for this design project includes topographic survey, easement services, geotechnical investigations, structural design of gabion basket bank protection and tie-backs, structural design of aerial crossing casing and pier supports, engineering plans of gabion wall for approximately 100’ of bank protection, and engineering plans to replace approximately 300 linear feet of 6” sanitary sewer aerial crossing from Softwood Drive to existing TRA manhole. Scope additionally includes bid and construction phase services. The project will take approximately 90 days to design. Construction should commence in early Spring of 2023. Dunaway’s Opinion of Probable Construction Cost (OPCC) is \$531,062.50 (Attachment 2).

In January 2018, Public Works solicited Statements of Qualifications (SOQs) to select highly qualified engineering firms to provide design work over the next five years, providing the City with long-term partnerships. Five firms were selected through a two-phase evaluation process. SOQs were received from 19 firms, and evaluations were performed based on schedule/budget history, resources and capabilities, design experience, and key personnel. Of the 19 firms, 11 were selected to continue to Phase 2. In Phase 2, the 11 firms presented their project approach using a sample water design project and were evaluated on design approach and schedule. As a result, the following five engineering firms were selected: Burgess & Niple, Dunaway Associates, RJN Group, Criado Associates, and IEA Inc.

Dunaway Associates will provide engineering design services for this project. Dunaway Associates was founded and is based in Fort Worth, with offices in Austin, Midland, and San Antonio. The Fort Worth office will be responsible for work performed under this contract. Dunaway Associates has provided civil and structural engineering, planning, and surveying services for 62 years. They have extensive experience performing the type of work specified in the agreement. They have successfully completed several design projects for the City of Duncanville, including the Daniieldale Road Pavement and Utility Replacement project.

POLICY EXPLANATION:

Professional Engineering Services are exempt from cost-competitive bidding under the Texas Procurement Chapter 2254.002. The City relies on consulting engineering firms selected based on qualification and competence for specialty design work.

FUNDING SOURCE:

ORG and Object Number

17100000-708102

Available Budget

\$6,013,097.00

Purchase Amount

\$84,800.00

After Encumber

\$5,928,297.00

ACTION ALTERNATIVES:

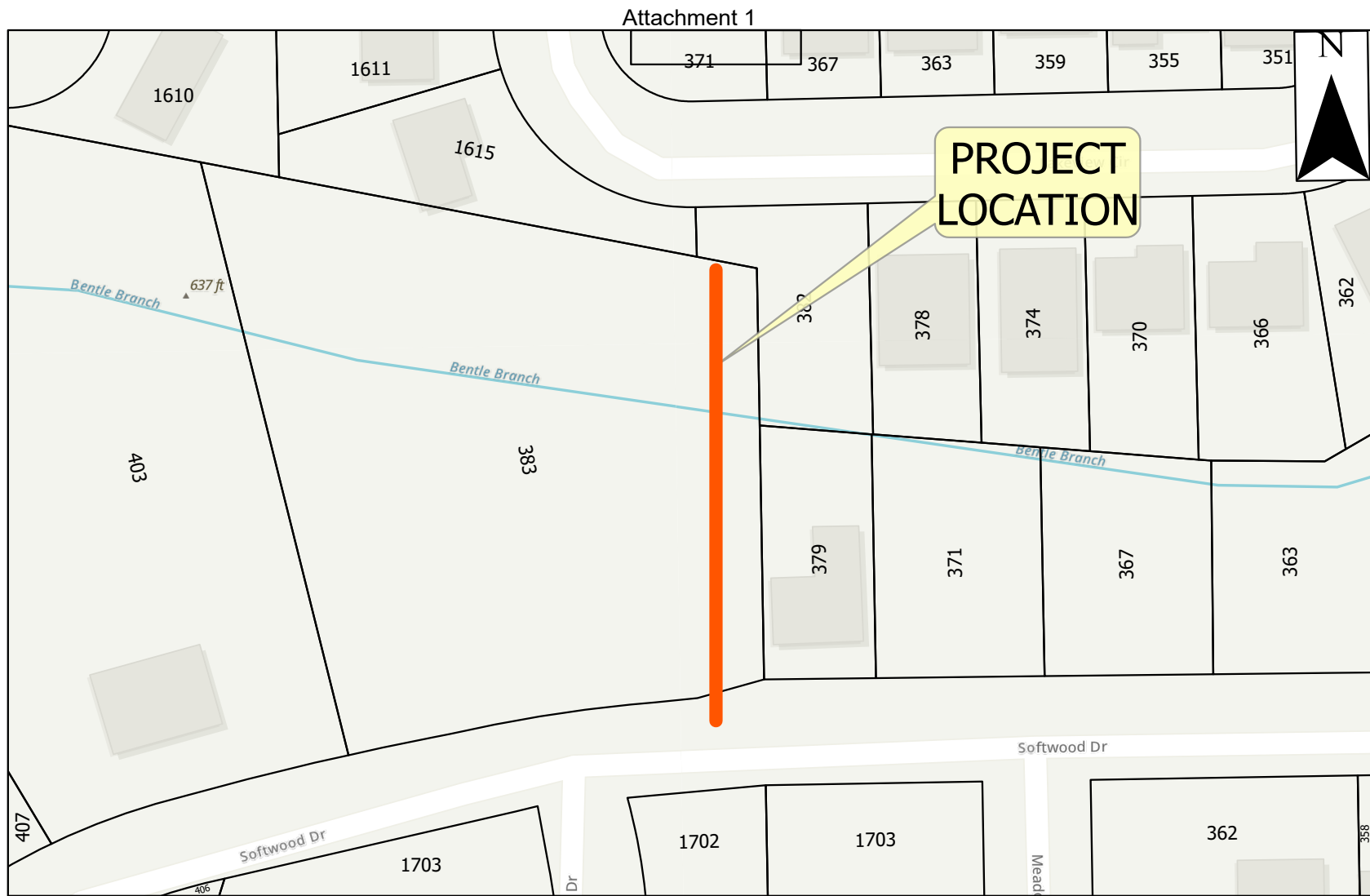
1. Approve funding in the amount of \$84,800.00 to perform the design of Softwood Drive Sanitary Sewer Aerial Crossing Repair.
2. Deny funding to perform the design of Softwood Drive Sanitary Sewer Aerial Crossing Repair.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Location Map for Softwood SS Aerial Crossing Repair](#)

[Attachment 2 - Opinion of Probable Construction Cost for Softwood SS Aerial Crossing Repair](#)

[Resolution No. - 2022-095 - Softwood Drive Sanitary Sewer Aerial Crossing Repair Design with Exhibit](#)



**Softwood Drive Sanitary
Sewer Aerial Crossing Repair
PROJECT LOCATION MAP**



Attachment 2

10/5/2022

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					
Schematic Scoping Phase					
City of Duncanville - Softwood Drive SS Aerial Crossing Repair					
NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	
				UNIT PRICE	BID VALUE
UNIT 1 - SANITARY SEWER IMPROVEMENTS					
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
2	Construction Staking	LS	1	\$ 3,500.00	\$ 3,500.00
3	Remove and Replace Chain Link Fence	LF	40	\$ 25.00	\$ 1,000.00
4	6" Sewer Abandonment Plug	EA	2	\$ 800.00	\$ 1,600.00
5	Remove Headwall/SET	EA	1	\$ 500.00	\$ 500.00
6	Abandon Manhole	EA	1	\$ 2,500.00	\$ 2,500.00
7	Site Clearing	LS	1	\$ 4,500.00	\$ 4,500.00
8	SWPPP ≥ 1 acre	LS	1	\$ 3,000.00	\$ 3,000.00
9	Twisted Gabions	CY	200	\$ 550.00	\$ 110,000.00
10	PVC Coated 12-inch thick Gabion Mat	SY	50	\$ 350.00	\$ 17,500.00
11	Gabion Tie Backs and Whaler	LS	1	\$ 20,000.00	\$ 20,000.00
12	Concrete Riprap	SY	10	\$ 200.00	\$ 2,000.00
13	Large Stone Riprap, dry	SY	90	\$ 180.00	\$ 16,200.00
14	5' Wide Asphalt Pvmt Repair, Residential	LF	100	\$ 125.00	\$ 12,500.00
15	6" Conc Curb and Gutter	LF	15	\$ 65.00	\$ 975.00
16	4" Topsoil Import	SY	100	\$ 20.00	\$ 2,000.00
17	Block Sod Placement	SY	100	\$ 15.00	\$ 1,500.00
18	Post-CCTV Inspection	LF	315	\$ 8.00	\$ 2,520.00
19	Bypass Pumping	LS	1	\$ 5,000.00	\$ 5,000.00
20	Trench Safety	LF	265	\$ 2.00	\$ 530.00
21	Concrete Collar	EA	4	\$ 600.00	\$ 2,400.00
22	Imported Embedment/Backfill, CSS	CY	300	\$ 150.00	\$ 45,000.00
23	12" Casing Pipe (Steel) (Aerial Crossing)	LF	50	\$ 200.00	\$ 10,000.00
24	6" Sewer Carrier Pipe	LF	50	\$ 500.00	\$ 25,000.00
25	6" Sewer Pipe	LF	225	\$ 125.00	\$ 28,125.00
26	6" Sewer Pipe, CSS Backfill	LF	40	\$ 200.00	\$ 8,000.00
27	4' Manhole	EA	4	\$ 9,500.00	\$ 38,000.00
28	24" RCP, Class III	LF	20	\$ 150.00	\$ 3,000.00
29	Traffic Control	MO	1	\$ 2,500.00	\$ 2,500.00
30	24" Flap Gate	EA	1	\$ 1,500.00	\$ 1,500.00
31	18" Concrete Piers (Aerial Crossing)	VF	40	\$ 350.00	\$ 14,000.00
32	Construction Allowance	LS	1	\$ 20,000.00	\$ 20,000.00
				TOTAL	\$ 424,850.00
PROJECT COST SUMMARY					
				SEWER	\$ 424,850.00
				CONTINGENCY 25%	\$ 106,212.50
				PROJECT GRAND TOTAL	\$ 531,062.50
Disclaimer: The Engineer has no control over the costs of labor, materials, and equipment, nor the effects of competitive bidding or market conditions, and has no knowledge of the Contractor's methods of determining prices. Opinions of probable cost are based on the information known to the Engineer at the time of the opinion and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee proposals, bids, or actual construction costs will not vary from this opinion of probable cost.					

Dunaway Associates, LLC
Dunaway Project No. 8878.001
FORT WORTH • AUSTIN • MIDLAND • SAN ANTONIO • FARMERSVILLE

Softwood Drive SS Aerial Crossing Repair
City of Duncanville
10/5/2022

RESOLUTION NO. 2022-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT 23-0004 WITH DUNAWAY ASSOCIATES FOR THE DESIGN OF SOFTWOOD DRIVE SANITARY SEWER AERIAL CROSSING REPAIR, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," IN THE AMOUNT OF \$84,800.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to the quality and capacity of the overall utility infrastructure; and

WHEREAS, the City of Duncanville desires to enter into an agreement for the design of Softwood Drive Sanitary Sewer Aerial Crossing repair and reinforcement of the creek embankments; and

WHEREAS, the City of Duncanville has \$84,800.00 available in the FY23 Utility Fund for the design of the listed project; and

WHEREAS, the City Council of the City of Duncanville desires to use these funds for wastewater improvements 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 of the City of Duncanville hereby authorizes, approves, and accepts the terms and conditions of Professional Services Agreement 23-0004 with Dunaway Associates for the design of Softwood Drive Sanitary Sewer Aerial Crossing Repair, attached hereto and incorporated herein as Exhibit "A," in the amount of \$84,800.00.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents and/or purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of October, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
PSA 23-0004
SANITARY SEWER AERIAL CROSSING
REPAIR DESIGN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Dunaway Associates** hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by OWNER, CONTRACTOR agrees to provide to OWNER the necessary professional engineering services, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of OWNER as specified in Exhibit "A," unless sooner terminated as provided in Section 8, below.

Section 3. CONTRACTOR Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.
- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A" and "B", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed **EIGHTY-FOUR THOUSAND EIGHT HUNDRED (\$84,800.00)**. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.
- C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of

the essence of this Agreement, such services shall be completed as provided in the attached Exhibit "A," and incorporated herein by reference, after written Notification to Proceed from OWNER to CONTRACTOR, exclusive of OWNER and other governmental review time.

- B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.
- B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.
- C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees,

associates, agents and CONTRACTORS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, contractor, agents and CONTRACTORS.

Section 8. Termination

- A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.
- B. Should OWNER require a modification of this Agreement with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Agreement.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance

shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification For Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Section 11. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent contractor and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 12. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Agreement.

Section 13. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 14. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to CONTRACTOR, OWNER may, at its sole discretion without prejudice to any other right or remedy:

- A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by OWNER at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by re-subletting to others.
- B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with OWNER prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between CONTRACTOR and OWNER.

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONTRACTOR shall

supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: City of Duncanville
Attn: Omotayo Sokale, Chief Procurement Officer
203 E Wheatland Rd
Duncanville, TX 75116
(972)-780-5058
omotayo.sokale@duncanville.com

If to CONTRACTOR: Dunaway Associates
Attn: Josh Wright, P.E.
550 Bailey Ave, Suite 400
Fort Worth, TX 76107
817-632-4832
jwright@dunaway.com

Section 22. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Prohibition of Boycott of Israel.

By executing this agreement, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 26. Business Prohibitions.

By executing this agreement, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 20_____.

OWNER:
City of Duncanville, Texas

CONTRACTOR:
Dunaway Associates

By: _____

By: _____

Title: City Manager

Title: _____



Dunaway No. 8878.001

October 6, 2022

Ms. Jacqueline (Jackie) Culton, P.E.
 Assistant Director of Public Works
 203 E. Wheatland Rd.
 Duncanville, TX 75138-0280

Via e-mail: jculton@duncanville.com

Reference: Proposal for Professional Engineering Services
 Softwood Drive SS Aerial Crossing Repair
 Duncanville, Texas

Dear Ms. Culton:

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for professional civil engineering services on the above-referenced project. Based on our phone conference and site visit, we believe the following scope of services will meet your needs for this project. For your convenience, we have provided a Project Understanding and an Executive Fee Summary followed by a detailed Statement of Work attachment.

Project Understanding

The City of Duncanville (City) experienced significant rainfall and subsequent stormwater runoff August 2022. These intense rainfall events caused significant river flows in the Bentle Branch of Ten Mile Creek. The existing 6" sanitary sewer aerial crossing near 383 Softwood Drive sustained damage during these storms and compromised the upstream end steel casing of the existing crossing and vitrified clay carrier pipe. Visual inspection appears to show significant erosion taking place on the south side of the riverbanks which is where the casing and carrier pipe damage occurred. The City requested Dunaway provide engineering services to repair this aerial crossing as well as reinforce the river banks at the location of the crossing.

Scope of these services includes project management, coordination with permitting agencies (TRA & TCEQ), topographic survey, separate instrument easement, geotechnical investigations, structural design of gabion basket bank protection and tie backs, structural design of aerial crossing casing and pier supports, engineering plans of gabion wall and riprap for approximately 100' of bank protection, and engineering plans for approximately 315 LF of sanitary sewer aerial crossing and replacement (from Creekhaven Drive to existing TRA manhole). Scope additionally includes bid and construction phase services.

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Corporate: 550 Bailey Avenue, Suite 400 📍 Fort Worth, Texas 76107 📞 Tel: 817.335.1121 📠 Fax: 817.335.7437 🌐 dunawayassociates.com

Fort Worth 📍 Austin 📍 Midland 📍 San Antonio

Proposal for Professional Engineering Services
 Softwood Drive SS Aerial Crossing Repair
 Page 2

Executive Fee Summary

Basic Engineering Services	
Project Management and Coordination	\$ 6,500.00
Sanitary Sewer Design (Gabions and Aerial Crossing)	\$ 29,800.00
Structural Design (Aerial Crossing)	\$2,500.00
Structural Design (Gabion Baskets)	\$9,000.00
Bid Phase Services	\$4,500.00
Construction Phase Services	\$ 7,500.00
Separate Instrument Easement (1 EA)	\$2,500.00
Geotechnical Services	\$14,000.00
Topographic Survey Services	\$ 8,500.00
Total (Lump Sum):	\$ 84,800.00

All administrative and application fees required by review authorities will be paid by the City and are not included in Dunaway's proposed fee.

If this proposal meets with your approval, we will proceed to formalize a contract. If there are any questions regarding the scope of work, we are ready to discuss. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

Josh Wright, P.E.
 Sr. Discipline Lead | Associate Principal

Enclosure(s): Statement of Work, Attachment A - Project Map, 2022 Standard Rate Table

Cc: Daniel Tremper, Quinten Plumer

Statement of Work
Softwood Drive SS Aerial Crossing Repair

City Contract #22-0XX

STATEMENT OF WORK
City of Duncanville
Design of 6-In SS Aerial Crossing Repair
Softwood Drive, Duncanville, Texas

Part 1: General Information

- A. Introduction: The City of Duncanville requires engineering design of sanitary sewer pipeline, aerial crossing and river bank reinforcement. The location of these improvements is an existing 6" aerial crossing of the Bentle Branch of Tenmile Creek, close to 383 Softwood Drive. Approximately 100 LF of existing river bank is anticipated needing reinforcement with riprap and gabion baskets and approximately 315 LF of sanitary sewer is to be replaced, including the aerial crossing. The alignment of the sanitary sewer will be straightened out to better follow property lines. These improvements and limits are also shown on Attachment A – Project Map, included herein.
- B. Background: The City of Duncanville (City) experienced significant rainfall and subsequent stormwater runoff August 2022. These intense rainfall events caused significant river flows in the Bentle Branch of Tenmile Creek. The existing 6" sanitary sewer aerial crossing near 383 Softwood Drive sustained damage during these storms and compromised the upstream end steel casing of the existing crossing and vitrified clay carrier pipe. Visual inspection appears to show significant erosion taking place on the south side of the riverbanks which is where the casing and carrier pipe damage occurred. The City requested Dunaway provide engineering services to repair this aerial crossing as well as reinforce the river banks at the location of the crossing.
- C. Scope
 - 1. Project Management - engineer will manage the work outlined in this scope to ensure efficient and effective use of engineer's and City's time and resources. Engineer will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.
 - 2. Conduct topographic field surveying and base mapping of area around existing creek crossing including north and south banks of Bentle Branch, area to the north around TRA manhole, and area to the south through 383 Softwood Drive down to Softwood Drive.
 - 3. Base mapping will include determining existing public/private property boundaries and easements for use in design.
 - 4. Facilitate structural engineering design of gabion walls and aerial pipe support elements.
 - 5. Conduct Preliminary Investigation & Prepare 30% Conceptual Design.
 - 6. Conduct engineering design and prepare construction plans and specifications for all proposed improvements in the specified area (assumes one bid package).
 - 7. Prepare one (1) separate instrument easement document for realigned sanitary alignment.
 - 8. Prepare contract documents to support the City contracting process.

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Softwood Drive SS Aerial Crossing Repair

City Contract #22-0XX

9. Provide bid phase support services.
10. Provide construction support during construction phase of the project.
11. Conduct geotechnical engineering and prepare Geotechnical Report to present the results of the field and laboratory data together with analyses of the results and recommendations.
12. Submit plans to TCEQ for review and approval.

D. Items Not included in Scope

1. Floodplain mapping, study or modeling. Proposed gabion walls will be designed to not restrict existing sections of Bentle Branch in project area. Existing HEC-RAS models of creek will be consulted to verify these assumptions.
2. Environmental assessment or permitting.
3. Modeling and sizing of water and wastewater lines.
4. SWPPP (to be performed by Contractor prior to construction).

These services can be provided if desired by the City and can be added by Contract Amendment.

E. Applicable Documents

1. Attachment "A" - Project Map
2. NCTCOG Public Works Construction Standards —5th Edition, November 2017

Part 2: Work Requirements

A. Technical Requirements

1. Project Management

1.1. Managing the Team

- 1.1.1. Lead, manage and direct design team activities
- 1.1.2. Ensure quality control is practiced in performance of the work
- 1.1.3. Communicate internally among team members
- 1.1.4. Task and allocate team resources

1.2. Communications and Reporting

- 1.2.1. Attend a virtual pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements

Statement of Work
Softwood Drive SS Aerial Crossing Repair

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- 1.2.2. Conduct review meetings with the City at the end of each design phase
- 1.2.3. Prepare invoices monthly in the format requested by the City.
- 1.2.4. Prepare and submit monthly progress reports detailing work performed, project status and upcoming milestones.
- 1.2.5. Prepare and submit baseline Project Schedule initially, and Project Schedule updates monthly
- 1.2.6. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design. Upon request, the Engineer will provide a list of all contacted utility representatives to the City, which includes names, phone numbers, email addresses, physical address, etc.
 - 1.2.6.1. Trinity River Authority
 - 1.2.6.2. Private Franchise Utility Companies
- 1.2.7. It is not anticipated that City will need to coordinate with Trinity River Authority for replacement/reconstruction of existing TRA manhole at termination point of proposed project.
- 2. Conduct Surveying and Base Mapping – the Engineer shall perform a field survey and obtain the following survey data and apply them in the development of the construction plans: The Engineer will establish base line control, locate and tie existing above ground utility appurtenances, structures, trees, curbs, pavements, fences, and other improvements to the base line. The Engineer will attempt to determine the elevations of existing water and wastewater mains.
 - 2.1. The Engineer will identify existing manhole diameters, inverts, and RIM elevations within the project area.
 - 2.2. The Engineer will locate existing franchise utilities based on the existing records to help determine utility conflicts.
 - 2.3. The Engineer will locate and establish control from the City’s existing benchmarks (at least two benchmarks for each location, if possible).
 - 2.4. Subsurface Utility Engineering (SUE) to Quality Level D, C, as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.
 - 2.5. Quality Level D
 - 2.5.1. Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
 - 2.5.2. Collect applicable records (e.g., utility owner base maps, “as built” or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

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- 2.5.3. Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- 2.5.4. Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.
- 2.6. Quality Level C (includes tasks as described for Quality Level D)
 - 2.6.1. Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
 - 2.6.2. Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
 - 2.6.3. Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.
 - 2.6.4. The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
 - 2.6.5. Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
 - 2.6.6. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
 - 2.6.7. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
 - 2.6.8. Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.
- 2.7. Level B (includes tasks as described for Quality Level C)
 - 2.7.1. Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
 - 2.7.2. Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
 - 2.7.3. Unless otherwise directed, mark centerline of single-conduit lines, and outside

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edges of multi-conduit systems.

2.7.4. Resolve differences between designated utilities and utility records and surveyed appurtenances.

2.7.5. Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.

2.7.6. As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

2.8. Level A

2.8.1. Expose and locate utilities at specific locations (up to 5 locations).

2.8.2. Tie horizontal and vertical location of utility to survey control.

2.8.3. Provide utility size and configuration.

2.8.4. Provide paving thickness and type, where applicable.

2.8.5. Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.

3. Conduct Preliminary Investigation/Prepare 30% Conceptual Design

3.1. The Engineer will review existing plans and reports obtained from the City that are relevant to this project and perform field investigations necessary to evaluate proposed alignments. Coordinate with utility companies, other agencies, and the City to obtain information on existing and proposed facilities in the project areas.

3.2. The Engineer will use the information and data obtained to develop conceptual design plans for this project, and will included at a minimum, the following:

3.2.1. Existing survey data

3.2.2. Existing water and sewer GIS maps, record drawings, and design drawings.

3.2.3. Property ownership and tax plat information from Dallas County, etc.

3.2.4. Texas Commission on Environmental Quality (TCEQ) rules. Although the City adheres to all design guidelines required by TCEQ, the following chapters are often referred to: Chapter 290, Public Drinking Water.

3.2.5. Latest Edition of North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards, North Central Texas, available from NCTCOG, 616 Six Flags Drive, Arlington, TX 76011, (800) 272-3921.

3.2.6. Water Distribution System Study Update, July 1984.

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Softwood Drive SS Aerial Crossing Repair

City Contract #22-0XX

- 3.3. The Engineer shall, after a thorough review of all available data from the City of Duncanville, other applicable agencies, interviews with Public Works personnel, and in accordance with the requirements stated herein, formulate, analyze, present alternatives and make reasonable and appropriate recommendations on all design elements.
- 3.4. The Engineer will develop conceptual plans (30%) consisting of the following:
 - 3.4.1. Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits.
 - 3.4.2. Conceptual plan and profile sheets showing gabon wall extents with preliminary cross section sheets.
 - 3.4.3. Conceptual plans showing the proposed horizontal alignments for storm drain main lines. It is assumed some storm drain relocations will be necessary.
 - 3.4.4. Conceptual plans showing the proposed horizontal alignments for wastewater mains and aerial crossing.
 - 3.4.5. Existing adjacent water/wastewater mains, franchise utilities, and storm lines.
 - 3.4.6. Conceptual Opinion of Probable Construction Cost
4. Prepare the Designs and Specifications (60% and 90%):
 - 4.1. The Engineer will prepare construction drawings and technical specifications required for the project, in accordance with the applicable City, state, and federal regulations, requirements, and guidelines. The preliminary and pre-final design plans shall consist of the following:
 - 4.1.1. Prepare updated cover, index, general notes and other necessary information sheets.
 - 4.1.2. Prepare updated project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.
 - 4.1.3. Prepare updated gabion basket bank protection plan, profiles, cross sections, and details.
 - 4.1.4. Prepare aerial crossing pipe support structural details.
 - 4.1.5. Prepare gabion basket wall structural support details.
 - 4.1.6. Prepare updated wastewater main plan and profiles, special design considerations and locations of appurtenances as requested by the City.
 - 4.1.7. Identify and specify pipe materials based on the City design criteria and soil types.
 - 4.2. The Engineer will submit three (3) copies each of the 60%, and 90% Plans on full-size plan sheets and PDF format for review and comment by the City. Revise plans based on the City's comments and respond to each comment not incorporated in revised plans.

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- 4.3. The Engineer will provide Digital Drawing Registration and Survey Control.
 - 4.3.1. Digital drawing file data shall be in U.S. Survey Feet for distances, and degrees, minutes, and seconds for bearings and angles.
 - 4.3.2. Northing, Easting, and Elevation State Plane Grid Coordinates shall be provided in a format that may be incorporated into the City's ESRI ArcGIS system. The Project Manager will provide more information concerning formats and expectations on request.
 - 4.3.3. The data provided shall be referenced to the NAD 83 Texas State Plane Coordinate System, North Central Zone
 - 4.3.4. The accuracy will be at a minimum 3 cm (horizontal).
- 4.4. The Engineer will provide all CADD files related to the design.
 - 4.4.1. All reference files and cell libraries used to create the design sheets shall be included. If proprietary files for fonts, lines styles, aerial photographs, or other such attachments are included, legal and binding permanent licenses for the use of such files shall be included.
 - 4.4.2. Detail sheets, special appurtenances, and other such design details will be supplied as outlined above. Any proprietary or copyrighted details shall include a release from the copyright holder allowing the City of Duncanville to make an unlimited number of copies of the submitted special details.
- 4.5. The Engineer shall produce all design drawings in the latest version of MicroStation Computer Aided Design and Drafting system (CADD) or AutoDesk, as determined by the Project Manager. All design drawings shall be created electronically. In addition, the Engineer shall submit all electronic data in the form and format listed herein. Submit all original CADD Drawings to Project Manager, including any special appurtenance and detail sheets, with the following stipulations:
 - 4.5.1. All submitted CADD Drawings shall be done in ink (CADD Plotter) on 20# High Bright bond paper.
 - 4.5.2. All design and plan drawings shall be produced in an electronic file format created by a CADD system completely compatible with MicroStation.
 - 4.5.3. Each final design sheet must be in its own computer file in a format completely compatible with MicroStation or Civil 3D the latest version of final design sheet will incorporate the computer file extension ".dgn" as the last characters in the file's name. No reference files, no special or proprietary cell libraries, no special or proprietary font files, and no special or proprietary line styles, shall be attached.
 - 4.5.4. Additionally, each individual design sheet shall be provided in the latest version in the Public Domain of the "Portable Document Format (PDF)" type file.
 - 4.5.5. Should the Engineer desire to supply electronic files in some other format or created by some other program, prior approval from the City shall be required.

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Softwood Drive SS Aerial Crossing Repair

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- 4.6. The Engineer shall furnish all computer specification files, including all word processor or spreadsheet files in latest version of Microsoft Office for Windows. Specification Document files shall be furnished on Compact Disc or other agreed upon media as approved by the City.
 - 4.7. The Engineer will submit scanned images, photographs, reports, analysis, and all other project data to the City in file formats compatible with software and computers owned by the City of Duncanville. All such specification documents shall be furnished on Compact Discs or other agreed upon media as approved by the City.
5. Prepare Contract Documents
 - 5.1. The Engineer will prepare Bid Specification documents including Special Provisions. Special Provisions are only those specifications not specifically included in the City of Duncanville Public Works' Special Provisions or NCTCOG Public Works Construction Standards.
 - 5.2. The Engineer will prepare Engineer's Estimate of Probable Costs at every milestone submittal and Bid Item tabulations after the bidding of the project. This shall be provided to the Project Manager in Excel format.
 - 5.3. After completion of the design, if requested by the Project Manager, the Engineer will be required to attend a "Project Partnering Session" wherein the Engineer will be expected to provide a one to three-hour presentation of the various Project Segments — the design considerations, reasons for any unusual designs, discussions of any expected construction difficulties, etc. In attendance at this meeting will be the selected Prime Contractor, key Sub-Contractors, Public Works personnel, and other interested parties. This meeting will take place at a time and place to be determined, but will usually happen from one to two months, but as many as 12 months, after the Prime Contractor has been selected through the bid process. This meeting will generally require 3 to 4 hours of participation by the Engineer's design personnel.
 - 5.4. The Engineer will deliver one set of sealed Mylar design drawings and special specifications to the City.
 - 5.5. The Engineer will furnish files of the scanned images of the final sealed drawings and specifications with the construction records posting on a CD to the City.
 - 5.6. The Engineer will provide Project Manager with digital set of final drawings for permanent posting in approved format.
6. Bid Support
 - 6.1. The engineer shall submit all plans and contract documents for City to post publicly for bidding.
 - 6.1.1. Final plans and Contract documents shall be uploaded in a .pdf file.
 - 6.1.2. A Unit Price Proposal will be prepared for bidders to input itemized bids.
 - 6.2. The engineer may sell contract documents and maintain a plan holders list at office

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location if approved by City project manager.

- 6.3. The engineer will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. The log shall be housed and maintained in the project's folder titled Request for Information. The engineer will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda. The engineer shall submit all approved addenda to the City to share with all plan holders.
- 6.4. Attend the prebid conference in support of the City.
- 6.5. Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- 6.6. When substitution prior to award of contracts is allowed in the contract documents, the engineer will advise the City as to the acceptability of alternate materials and equipment proposed by bidders.
- 6.7. Attend the bid opening in support of the City.
- 6.8. Tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation will be submitted to the City for record.
- 6.9. Incorporate all addenda into the contract documents and issue conformed sets.
7. Provide Construction Support.
 - 7.1. Engineer will attend the preconstruction meeting to discuss project construction elements and answer questions regarding construction aspects.
 - 7.2. Engineer will review shop drawing and material specifications provided by the Contractor for compliance (up to 2 submittal package reviews).
 - 7.3. Engineer will coordinate with the assigned project inspector or construction manager and assist with RFI's during construction (up to 5 total RFI's).
 - 7.4. Engineer will prepare change orders and field changes as required during construction. It is assumed City will prepare change order and field changes documentation with Engineering assisting and reviewing.
 - 7.5. Engineer will attend the project site when necessary with the assigned project inspector or construction manager and assist with RFI's during construction (up to 3 site visits).
 - 7.6. Engineer will attend the "Final" project walk through and assist with preparation of final punch list, if requested by the City.
8. Provide Geotechnical Report
 - 8.1. An engineering report will be prepared to present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:

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- 8.1.1. General soil and ground-water conditions
- 8.1.2. Comments on general soil and rock excavatability
- 8.1.3. Recommendations for aerial crossing pier design and gabion wall design.
- 8.1.4. Comments on the presence of sulfates and remedial measures as required
- 8.1.5. Earthwork and utility backfill recommendations

B. Deliverables

1. Project Schedule. Project Schedule will include milestones for preparation of drawings and specifications. Suspense for initial Project Schedule is 15 days after contract award. The Engineer will provide monthly progress reports sufficient to support monthly billings. Monthly status reports will be consistent with billing period. This schedule will be binding for the Engineer's activities and will include the start and completion dates for each design activity. The Engineer and Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project. The Engineer shall update the schedule to reflect performance periodically (minimally at each design phase or monthly, whichever is less) for the Project Team's review and approval. Any recommendations for deviations from the approved design schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule. At a minimum, the schedule will include the following milestones:

- 1.1. Completion of 30%, 60%, 90%, and Final Drawings and Specifications

2. Meeting Minutes. The engineer will prepare minutes during any meeting conducted with the City and submit them to the City Project Team within two business days following the meeting for review and acceptance.

3. Construction Drawings and Specifications.

- 3.1. The engineer will provide 30%, 60%, 90%, and Final Drawings in accordance with project schedule milestones.

- 3.2. Engineer will complete contract documents, bid items and cost estimate with each submittal milestone.

- 3.3. The Engineer shall prepare construction plans in conformance with all applicable Public Works guidelines, policies, criteria, etc. Plans shall be created in a professional manner and be adequate to advertise for construction bids. Final deliverables shall include but not be limited to the following:

- 3.3.1. Prepare final cover, index, general notes and other necessary information sheets.

- 3.3.2. Prepare final project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.

- 3.3.3. Final storm drain layout sheets showing location and size of all inlets, manholes,

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junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.

- 3.3.4. Finalize roadway typical section sheets, horizontal and vertical information on the plan and profile sheets, and prepare cross sections for informational purposes.
 - 3.3.5. Finalize water and wastewater main plan and profiles, special design considerations and locations of appurtenances as requested by the City.
 - 3.3.6. Identify and specify pipe materials based on the City design criteria and soil types.
 - 3.3.7. Provide coordination required to maintain continuous service for all utility and service lines. This includes but is not limited to bypass pumping plans and temporary service plans.
 - 3.3.8. Prepare final signing and pavement marking plans.
 - 3.3.9. Prepare Traffic Control and Construction Sequencing Narrative for construction activities within specific project limits or areas leading to or from the project site(s).
 - 3.3.10. If required by the City, the Engineer will prepare final design reports and/or other documents for any and/or all pipeline segments of a type and style acceptable to the Texas Commission on Environmental Quality (TCEQ) or other agency. Additionally, if required by the City and/or regulatory authorities, the Engineer will obtain approval of all requested design reports and/or other documents from the TCEQ or other agency.
 - 3.3.11. Provide up to three (3) sets of final plans, as directed by the City.
4. Geotechnical Report. The engineer will submit the geotechnical report in electronic format (.pdf) and can submit a hard copy upon request by the City project manager.
 5. Separate Instrument Plat and Legal. The engineer will prepare up to one (1) right of way or separate instrument documents in accordance with City of Duncanville requirements. These easements will be signed and sealed by a Registered Professional Land Surveyor licensed in the State of Texas and will be submitted to the City for approval and processing. In the event additional easements are needed, Dunaway shall prepare, at the City's direction, for the cost of \$2,500 per easement document.
 6. Final Record Drawings. The engineer will provide final record drawings based on the construction contractors "red-line" drawings. Suspense is 30 days after completion of construction work.
 - 6.1. The CD-R shall contain an electronic copy of the digital drawing file in the following AutoCAD or MicroStation formats. DXF, DWG, DGN (DWG or DGN are preferred). A compressed and self-extracting file type (.ZIP) of these is acceptable.
 - 6.1.1. These submittals must follow the specifications listed above.

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- 6.1.2. All digital drawing files must be “stand-alone” without the necessity of attaching Reference or X-Ref files or modifying levels and layers.
- 6.2. As-built maps of the project shall be submitted in a GIS ready format, specifically, a shape file or a personal geodatabase, readable by current City GIS software, ESRI ArcGIS 10.5 or newer release. These submissions shall include the layers and data attribute fields outlined in City’s GIS.
 - 6.2.1. The City will provide existing data contained in the City’s GIS at the request of the Engineer. The City makes no claim as to the accuracy of the data provided. It will be the Engineers’ responsibility to verify the actual locations of the features.
 - 6.2.2. The City will provide template shape files and/or personal geodatabase for the Engineer to use for their submittals.
 - 6.2.3. Additional layer descriptions and information are acceptable and encouraged as long as the minimum requirements are met.
 - 6.2.4. The Engineer shall coordinate with the City and the City’s Construction Contractor to collect and submit as-built information at the completion of each project location. Collected data will include obtaining GIS survey of the as-built City asset for each completed construction location. Submittal will include as-built Mylar record drawings and as-built CADD files for each location built compatible with the City’s current GIS system.
 - 6.2.5. The CD-R shall also contain a copy of the transmittal letter accompanying the submittal in Microsoft Word for Windows® software, current release, or other compatible text file format. MS “Word” is the preferred document software.

Part 3: Supporting Information

- A. Place of Performance: City of Duncanville (See attached maps for exact locations).
- B. Period of Performance: Ninety (90) Calendar Days, to include the period from Notice to Proceed to Start of Construction. Record Drawings will be provided to the City 30 Calendar days after construction has been completed and red lines have been received by the Engineer.
- C. General Requirements
 - 1. Media Submittals
 - 1.1. Submittals must be on a Compact Discs (CD), “Write Once” (CD-R) media. The CD-R must be “closed” (formatted for use on any computer and write protected so that no additional data can be added). Note: The requirement for CD-R media is driven by the need to maintain an archival record of the actual file submitted in a means that CANNOT be modified.
 - 1.2. Each CD-R shall have written in permanent ink on the label side the name of the

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consultant company submitting the plans, the contract number, project name, date, location description, the correct drawing number, and data type contained, (i.e., CADD or GIS). Original, unmodified CD-Rs will be submitted to the City and ultimately filed with the GIS Coordinator.

- 1.3. Should the Engineer desire to furnish any of the required submittals in another type of media, the Engineer shall seek the approval of the City.
2. Legal, Regulatory and Permit Requirements.
 - 2.1. The Engineer will identify and coordinate designs and recommendations of this project to meet legal and regulatory parameters, constraints, codes and applicable requirements set forth by all governing agencies, including, but not limited to, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), Army Corps of Engineers (ACOE), State of Texas, Texas Highway Department of Transportation (TXDOT), Texas Commission on Environmental Quality (TCEQ), City of Duncanville, and Dallas County.
 - 2.2. The Engineer will identify and provide documentation for any permits that may be required by any Public Agency, property owner, or entity that may require a permit, access easement, license or other such documents. Supply necessary reports, studies, and drawings to the agencies or entities as required. Any required permits, rights of entry, or approvals shall be obtained at least 60 days prior to when the construction work is scheduled for advertisement. Permit fees will be paid by the City of Duncanville, unless directed otherwise by the Project Manager. If these permits have not been identified and included during initial scoping of the project and are discovered to be needed during design, they will be added by contract amendment.
3. Meetings. The Engineer will attend up to four (4) virtual meetings with the City, including a project kickoff meeting and three (3) design review meetings as prescribed by the City for information transfer, gaining input, project status updates, site visits, and product reviews. Engineer will attend one (1) Project Partnering Meeting, one (1) Pre-Construction Meeting and make up to three (3) site visits during construction. The Engineer will brief Public Works Administration and City Executives, as required. Excluding site visits, and city council meetings, it is assumed other meetings will be virtual
4. Coordination. The design and construction of the proposed project(s) shall be coordinated with the City Staff and other pertinent Engineers to the City as necessary. Coordination shall include, but not be limited to, making allowances for other construction and maintenance activities within the City's water distribution and wastewater collection system, ongoing and proposed plans as identified by the Public Works or other Departments including private development, and other construction or planning activities that may come up from time to time.
5. Rights of Way. Designs shall be compatible with the final alignments, grades, and known requirements of facilities occupying public Rights-of-Ways. If modifications to public Rights-of-Ways are deemed necessary, the Engineer shall provide plans, specifications, field notes, etc., as may be required to obtain such Rights-of-Ways.
6. Work Review by City. The Engineer shall prepare all necessary plans, specifications, reports, technical memorandums, status papers, etc., that may be required for this project,

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and submit to the City for review. After each item has been reviewed by the City, the Engineer shall make all necessary corrections and re-submit to the City for Final Review.

7. Sustainability. The Engineer shall evaluate sustainable practices applicable to water and wastewater replacement construction projects. The evaluation shall include energy conservation, waste reduction, resource conservation, and water saving strategies and measures. Applicable sustainable efforts shall be included and incorporated into specifications and designs, as directed by City.
8. Fixed Assets. Provide the required information for City's fixed asset system as required.
9. The City Points of Contact for this project are:
 - 9.1. Primary Project Manager: Jacqueline (Jackie) Culton, P.E., Assistant Director of Public Works, 972-780- 5016, jculton@duncanville.com
10. The Engineer Points of Contact for this project are:
 - 10.1. Primary Project Manager: Josh Wright, PE, Sr. Discipline Lead | Associate Pricipal, 817-632-4832, jwright@dunaway.com

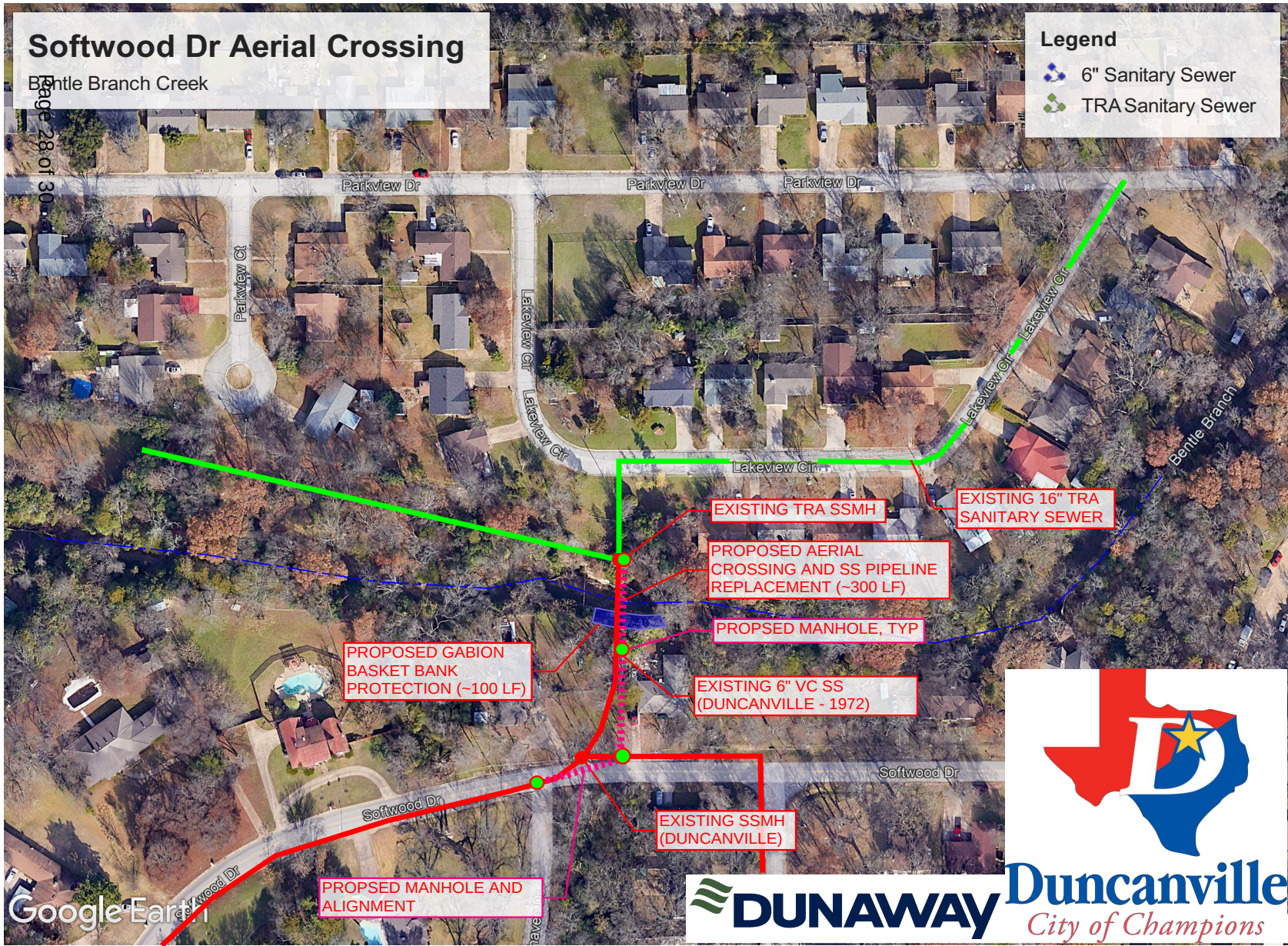
Softwood Dr Aerial Crossing

Bentley Branch Creek

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Legend

- 6" Sanitary Sewer
- TRA Sanitary Sewer





STANDARD TERMS & CONDITIONS

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These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

- I. **Basis of Compensation.** Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2022 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative.....	\$90.00 - \$160.00
Information Systems	\$110.00 - \$121.00
Marketing/Business Development	\$95.00 - \$275.00
Financial	\$125.00 - \$286.00
Civil Technician	\$110.00 - \$127.00
Civil Designer	\$65.00 - \$145.00
Graduate Engineer	\$132.00 - \$150.00
Project Engineer	\$147.00 - \$226.00
Managing Engineer	\$175.00 - \$193.00
Technical Engineer	\$215.00 - \$260.00
Project Surveyor.....	\$150.00 - \$173.00
Survey Party Chief	\$132.00 - \$167.00
Survey Technician	\$91.00 - \$133.00
Survey Field Assistant	\$71.00 - \$89.00
GIS	\$100.00 - \$171.00
Planner	\$175.00 - \$231.00
Planning Analyst	\$111.00 - \$139.00
Landscape Architect Intern	\$111.00 - \$122.00
Landscape Designer	\$115.00 - \$145.00
Landscape Architect	\$121.00 - \$171.00
Environmental Scientist	\$111.00 - \$176.00
Intern.....	\$75.00 - \$83.00
Construction Inspectors	\$125.00 - \$150.00
Discipline Lead	\$147.00 - \$270.00
Engagement Manager.....	\$225.00 - \$350.00
Line of Business Manager/Executive	\$215.00 - \$320.00
Regional Manager/Executive	\$265.00 - \$292.00
Managing Partner	\$375.00 - \$420.00
Chairman/President	\$420.00 - \$540.00

- II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, LLC under this Agreement.
- III. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

- IV. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

- V. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

- VI. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be indemnified and shall be made additional insureds** under the General Contractor's general liability insurance policy.

- VII. **Cancellation.** It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.

- VIII. **Payments and Interest.** Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.

STANDARD TERMS & CONDITIONS

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IX. Cessation of Services. If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 30 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall defend and indemnify Dunaway Associates, LLC** from and against any claims for injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

X. Legal Action. Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.

XI. Dispute Resolution and Termination. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.

XII. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

XIII. Surveying Regulations. Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723.

Dunaway Associates, LLC Survey Firm Registration #10098100

Dunaway | UDG Survey Firm Registration #10065900

XIV. Reimbursable Expenses. Other charges which may apply to the Client's project include:

- A. Expenses included in 2% Administrative Fee: mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at his option,

contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the net amount of such contracts.

Dunaway reserves the right to amend this fee policy at any given time.

XV. Certifications, Guarantees and Warranties. Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

XVI. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

XVII. Miscellaneous.

A. Intellectual Property. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.

B. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

C. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.

D. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.

E. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days from the date of the proposal.

F. Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

A Resolution of the City Council of the City of Duncanville, Texas, to award the contract for Bank Depository Services to a bank located in the City of Duncanville, awarding a two-year contract with a total estimated expenditure as proposed by the selected bank; authorizing the City Manager or her designee to negotiate and execute the appropriate documents; and, providing for an effective date.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Edena J. Atmore, Managing Director of Fiscal Services
Omotayo Sokale, Chief Procurement Officer

BACKGROUND/HISTORY:

The Depository Bank is an important component of the treasury and cash management system of the City. The objective of this engagement was to assist the City in selecting a primary depository following the expiration/termination of the current contract which ends January 31, 2023. The new contract period will be an initial term of two years commencing February 1, 2023, and with provisions for three (3) optional one-year extensions based on the same terms and conditions. Staff, with the assistance of Valley View Consulting (the City's investment advisor), began a process for the City to award a new contract.

POLICY EXPLANATION:

The project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner. The process for selecting a primary depository bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to comply with the City's financial and purchasing policies, and Investment Policy.

FUNDING SOURCE:

ORG and Object Number

n/a

Available Budget

n/a

Purchase Amount

n/a

After Encumber

n/a

ACTION ALTERNATIVES:

1. Authorize the accepting of an application from, and awarding a contract to, Wells Fargo Bank, N.A. for RFA 22-0023 Depository Bank Services, for fees proposed, with an estimated two-year expenditure of \$67,518.00.
2. Do not authorize the awarding of the contract.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Res No 2022-096 Depository RFA Project](#)

[Attachment 2 - Res No 2022-096 Depository RFA Charts](#)

[Resolution No. - 2022-096 - Depository RFA - Pdf](#)

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.
2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.
4. Developed a list of eligible financial institutions within the City's municipal boundaries:
 - a. Bank of America, N.A.
 - b. Comerica Bank
 - c. First National Bank Texas
 - d. Frost Bank
 - e. Inwood National Bank
 - f. JPMorgan Chase Bank, N.A.
 - g. PNC Bank, N.A.
 - h. Wells Fargo Bank, N.A. (Incumbent)
5. Contacted each of the identified financial institutions.
6. Drafted the RFA for review and approval.
7. Advertised as required.
8. Posted the RFA documents on the City's website.
9. No additional RFA requests were received as a result of the required advertisement.
10. Hosted a pre-application Zoom call, attended by the following banks:
 - a. Frost Bank
 - b. JPMorgan Chase Bank, N.A.
 - c. Wells Fargo Bank, N.A. (Incumbent)
11. By the deadline, three applications were received:
 - a. Frost Bank
 - b. JPMorgan Chase Bank, N.A.
 - c. Wells Fargo Bank, N.A. (Incumbent)

This process created a competitive environment with three banks submitting applications. The evaluation of the applications was based on, but not limited to, the following considerations, in no particular order of priority:

1. Ability to perform and provide the required and requested services.
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Interest rates on interest bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the City;
8. Convenience of location(s);
9. Completeness of application; and
10. Financial strength and stability of the institution.

In addition to the considerations listed above, the following categories of financial and operational elements were considered:

Fees - Depository Services

Each bank provided a proposed schedule of fees based on the monthly volumes of specific services to be provided to the City. Based on City's usage of bank services, Wells Fargo offered the most attractive fee schedule.

	Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
Proposed Fees - Banking Services			
Monthly Services Fee Estimate	(7,536)	(6,253)	(3,751)

Earnings

Earnings Credit: Earnings credit generates "earnings" that can only be used to offset banking fees. Earnings credit above the applicable fees is not paid to the City as interest.

Hard-dollar Interest: Hard-dollar interest is regular interest earnings that represents true earnings that can be used in any manner at the City's discretion. Frost Bank and PNC Bank both offered Bank Managed Rates which means the bank determines the rate. The sweep account offered by Wells Fargo with adjust with market rates which is more favorable to the City.

	Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
Investment Option	Public Funds MMA	Interest Bearing MMA	Investment Sweep
Rate Basis	Bank Managed	Bank Managed	Market Rate
Interest Rate	0.40%	1.25%	1.92%

Earnings credit, hard-dollar interest, or a combination of the two, can be used to offset any service charges. The table on the following page summarizes the financial analysis

of the applications considered:

Summary Financial Comparison			
	Frost Bank	PNC Bank, N.A.	Wells Fargo Bank,
Average Bank Balance	24,310,610	24,310,610	24,310,610
Fees for Two Year Term (after waivers)	(\$158,256)	(\$75,033)	(\$67,518)
Earnings Credit for 2 Years	158,256	75,033	N/A
Two Year Investment Income	67,355	525,607	933,527
Net Two Year Income	\$67,355	\$525,607	\$866,009
Fees for Five Year Term (after waivers)	(\$429,552)	(\$300,133)	(\$202,554)
Earnings Credit for Five Year Term	429,552	300,133	N/A
Five Year Investment Income	142,046	1,192,582	2,333,819
Net Five Year Income	\$142,046	\$1,192,582	\$2,131,265
Incentives Offered	2,500	0	3,000
Net Income w/ Incentives	\$144,546	\$1,192,582	\$2,134,265

Other Considerations

Transition Costs: Transitioning to a new depository is a project that can take up to 3 months, requiring management and staff time as well as costs for supplies and potential programing costs to achieve compatibility between the City's systems and the new depository. Remaining with the existing depository saves the City from encountering the additional work and expenses involved in changing banks.

Conclusion

The banking relationship is a critical component of the City's financial operations and Wells Fargo Bank, N.A. has demonstrated over the last ten years that they have the ability to provide the services that the City requires in an efficient and effective manner; they have also submitted an application that is the most advantageous to the City in terms of overall ability to service the City and provide the greatest return on the balances held at the institution. As the City's consultants we concur with the City staff's recommendation that the City Council award the Primary Depository Bank Services contract to Wells Fargo Bank, N.A., subject to execution of all related documentation. The initial contract term is proposed to be two years commencing February 1, 2023, with the option to renew for three (3) additional one-year extensions under the original terms and conditions.

City of Duncanville, Texas



Primary Depository Services - RF# 22-0023

August 29, 2022	Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
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Evaluation Criteria

- 1 Ability of applicant to perform and provide the required and requested services;
- 2 References provided and quality of services;
- 3 Cost of services;
- 4 Transition cost, retention and transition offers and incentives;
- 5 Interest rates on interest bearing accounts and deposits;
- 6 Earnings credit rate on compensating balances;
- 7 Previous service relationship with the City;
- 8 Convenience of location(s);
- 9 Completeness of application; and
- 10 Financial strength and stability of the institution.

DETAIL RESPONSE ANALYSIS OF DEPOSITORY SERVICES

Expected Depository Services

	Online Banking Portal			
1	Online Reporting Services	Yes	Yes	Yes
2	Wire Transfers	Yes	Yes	Yes
3	ACH	Yes	Yes	Yes
4	Stop Payments			
	Term of Initial Stop	Online - 12 Mo	Online - 12 Mo	6 Months
	Automatic Renewal Offered (Y/N)	No	No	Yes
	Manual Renewal Offered	6 months	N/A	N/A
5	Stop Pay removes item from Positive Pay (Y/N)	No	No	Yes
6	Online Banking Historical Information Retention (90 days, 180, 12 Months, 19 Months, Other)	18 Months	24 Months	Up tp 13 Months

August 29, 2022		Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
7	Online Banking Administration	Self	Self	Self
8	Mobile App Functionality/Access	No Mobile App	Mobile App	Mobile App
	Balance Reporting and Transaction Detail	Web Site via Browser	Yes	Yes
	Initiate and/or Release/Approve Wire Transfers	Web Site via Browser	Yes	Yes
	ACH Release/Approve Batches	Web Site via Browser	Yes	Yes
	Positive Pay Exception Decisions	Web Site via Browser	Yes	Yes
9	Alert/Messaging System			
	Messaging provided at no cost	Yes	N/A	N/A
	Messaging provided for a flat monthly fee of:	N/A	N/A	N/A
	Messaging provided as a fee per message/per device - fee of:	N/A	Yes - \$0.??	Yes - \$0.?? 0.10 per fee sch
10	Electronic Data Interchange (EDI)	Yes	Yes	Yes
11	Paid Check Image Options			
	Images printed on statements	Yes	Yes	Yes
	Printed in online version of statements	Yes	Yes	No
	Downloadable PDF file monthly	No	Yes	Yes
	Online InquirySearch	Yes	Yes	Yes
	Collections			
1	Remote Deposit Capture	Yes	Yes	Yes
2	Consumer Bill Pay Processing	Yes	Yes	Yes
3	Lockbox Processing	Yes	Yes	Yes
	Disbursements			
1	Controlled Disbursement Account(s)	Yes	Yes	Yes
2	Zero Balance Account	Yes	Yes	Yes
3	Employee Check Cashing	Yes	No	Yes

August 29, 2022		Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
Fraud Protection Services				
1	Positive Pay and Account Reconciliation	Yes	Yes	Yes
2	Automatic Stale Dating of Checks	No	Yes	Yes
3	Post No Checks	Yes	Yes	Yes
4	ACH Positive Pay / ACH Fraud Filter	Yes	Yes	Yes
Miscellaneous				
1	Account Statements	Yes	Yes	Yes
2	Account Analysis	Yes	Yes	Yes
3	Payment For Services and Account Settlement	Yes	Yes	Yes
4	Over Draft Policy - Account or Collective Level	Account Level	Account Level	Account Level
5	Balance Assessment			
	Fees apply only to non-interest bearing balances	N/A	N/A	N/A
	Fee to be waived	N/A	N/A	N/A
	Fees to be partially waived	N/A	N/A	N/A
	Fee to be passed in full to City	Yes	Yes	Yes
6	Reserve Requirement	No	No	No
7	Earnings Credit Rate			
	ECR%	0.50%	1.15%	1.15%
	Rate Formula/Index	Bank Managed	Bank Managed	Bank Managed
	Frequency of adjustment if not indexed	Annually	Bank Managed	Bank Managed
	ECR Floor%	N/A	N/A	N/A
7	Interest Rate Option / Formula / Rate Floor			
	Rate %	0.40%	1.25%	1.92%
	Rate Formula/Index	Bank Managed	Bank Managed	MMF Sweep
	Rate tiers based on Balance?	Yes	No	No
	Floor %	N/A	N/A	N/A
	Type of Account (MMF, Interest Bearing DDA, Sweep, etc)	PF MMA	MMA - Sweep	MMF Sweep
	Fees associated with recommended option	\$175/mo Sweep	\$50/mo Sweep	\$75/mo
Safekeeping of City Owned Securities				
1	Provide Safekeeping Services to the City	Yes	Sounds like Yes	Yes
Services Under Consideration				
1	Smart Safe	Yes	Yes	Yes
2	Integrated Disbursement Services	Yes	Yes	Yes

August 29, 2022		Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
Incentives/Enhancements Offered				
1	Tamperproof Deposit Bags at No Cost	Yes	At Cost	\$3,000 Allowance
2	Endorsement Stamps & Deposit Slips at No Cost	Except Deposit Slips	At Cost	
3	Remote Deposit Scanners - Offered at No Cost	No	No	
	Number provided	N/A	N/A	
	Brand of Scanner	N/A	N/A	
	Single or multi-feed	N/A	N/A	
4	Courier or Armored Car Services		Not Offered	Not Offered
	Courier fees fully reimbursed	N/A	N/A	N/A
	Partially reimbursed, paid through analysis	N/A	N/A	N/A
	Passed in full to City, paid through analysis	Yes	N/A	N/A
5	Incentive Fee Waiver			
	Zero pricing waiver:	N/A	12 Months	N/A
	Number of Months	N/A	N/A	N/A
	Maximum Amount (if applicable)	N/A	N/A	N/A
	"Net" fee waiver:			
	Number of Months	3	N/A	6 Months
	Maximum Amount (if applicable)	N/A	N/A	\$30,000
6	Cash Transition/Retention Offer	\$2,500	\$0	\$0
Other Stipulations				
1	Right to Cancel Under Federal or State Law Rulings	Agreed	Agreed	Agreed
2	Right to Open and Maintain Other Accounts	Agreed	Agreed	Agreed
3	Certificates of Deposit	Agreed	Agreed	Collateral at 2257, not City IP
4	Right To Terminate	Agreed	See RFA Exceptions	Reciprocal
5	Terms Fixed	Agreed	See RFA Exceptions	Initial Term
6	Semi-Annual Meeting	Agreed	Agreed	Agreed
7	Formal Contract Required	Agreed	See RFA Exceptions	Agreed
8	Overdraft Notification	Agreed	See RFA Exceptions	Agreed
9	Research	Agreed	Agreed	Agreed
10	Bank Errors	Agreed	Agreed	Agreed

August 29, 2022		Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
11	Audit Confirmations Provided to City Auditors at No Cost	Agreed	\$25/auto confirmation; \$50/manual confirmation	Agreed
12	One Relationship Officer	Abby Smith, AVP, 214.515.4695	R.J. Crimmins. Relationship Manager, 214.871.4398	Oscar Hernandez Lugo, Sr.Relationship Manager, 469.498.6590
Collateral Requirements				
1	Collateral Amount	Yes	Yes	No - Chapter 2257
2	Collateral Custody	Yes	Yes	Yes
	Proposed Custodian	BNYM	FRB	BNYM
3	Letters of Credit or Pledged Securities	Securities	Securities	Securities
	If Pledging Securities:			
4	Ledger Balance - Same Day v Prior Day Balances		Prior day ending ledger balance	Prior day ending COLLECTED balance
5	Collateral Substitution	w/Prior Approval	w/o Prior Approval	w/o Prior Approval
6	Collateral Reductions	w/Prior Approval	w/Prior Approval	w/o Prior Approval
7	Collateral Report	Yes	Yes	Yes
8	Online Reporting	Yes	No	Yes
9	Board Resolution	Yes	Yes - see comment	Yes
Complete Application Checklist				
1	Account Analysis - pro-forma	Provided	Provided	Provided
2	Sample Collateral Agreement	Provided	Provided	Provided
3	Sample Safekeeping Agreement	Provided	Provided	Provided
4	Sample Safekeeping Report	Provided	Provided	Provided
5	Securities Safekeeping Fees	Provided	Provided	Provided
6	References	Provided	Provided	Provided
7	Sample FIRREA Compliant Document	Provided	Provided	Provided
8	Completed and Signed Disclosures	Provided	Provided	Provided
9	Completed and Signed Application Submitted By Form	Provided	Provided	Provided
10	Exceptions To RFA Requirements	Provided Thru out	Provided	Provided

August 29, 2022	Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
FEE ANALYSIS OF DEPOSITORY SERVICES			
Projected Bank Balance	24,310,610	24,310,610	24,310,610
Proposed Fees - Banking Services			
Current Services Fee Estimate	(7,536)	(6,253)	(3,751)
MEMO Balance Assessment Fee	3,039	3,452	
Number of months of TOTAL fee waiver	3	12	6
Number of months of NET fee waiver	0	0	0
Maximum waiver amount allowed	22,608	75,033	30,000
Actual months available for waiver after factoring in cap	0	12	6
Amount of TOTAL Fees Waived	22,608	75,033	22,506
Amount of NET Fees Waived	0	0	0
Fees for Two Year Term after waivers	(158,256)	(75,033)	(67,518)
Fees for Five Year Term after waivers	(429,552)	(300,133)	(202,554)
Earnings Credit			
Earnings Credit Rate	0.50%	1.15%	1.15%
Effective Earnings Credit Rate (to be hidden for final version?)	0.35%	0.98%	0.00%
Rate Basis	Bank Managed	Bank Managed	Bank Managed
Reserve Requirement	0.00%	0.00%	0.00%
Balance Required to offset all fees	18,086,400	6,524,621	0
Target DDA Compensating Balance (after fee waiver period)	18,086,400	6,524,621	
Monthly Earnings Credit less Reserve	7,536	6,253	0
Number of Months NOT using Earnings Credit	3	12	6
Earnings Credit for Two Year Term (after waiver period)	158,256	75,033	0
Earnings Credit for Five Year Term (after waiver period)	429,552	300,133	0
Net Fees for Two Year Term	0	0	(67,518)
Net Fees for Five Year Term	0	0	(202,554)

August 29, 2022	Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
Interest Income Estimate			
Investment Option	PF MMA 1MM Min	Interest Bearing MMA Are there withdrawal restrictions?	Investment Sweep
Rate Basis	Bank Managed	Bank Managed	Market Rate
Interest Rate	0.40%	1.25%	1.92%
Investment Balance Available During Waiver Period	24,310,610	24,310,610	
Number of months	3	12	
Monthly Investment fees if applicable	175	50	
"Bonus Interest" earned during waiver period	23,786	303,283	
Investment Balance	6,224,210	17,785,989	24,310,610
Monthly Investment Income	2,075	18,527	38,897
Two Year Investment Income	67,355	525,607	933,527
Five Year Investment Income	142,046	1,192,582	2,333,819
Two Year Income/(Cost)	67,355	525,607	866,009
Five Year Income/(Cost)	142,046	1,192,582	2,131,265
Contract Incentives			
Tamperproof Deposit Bags at No Cost	Yes	No	No
Endorsement Stamps & Other Supplies at No Cost	Stamps	No	No
Remote Deposit Scanners	No	No	No
Cash Transition/Retention Offer	2,500	No	3,000
Two Year Income/(Cost) with Contract Incentives	69,855	525,607	869,009
Five Year Income/(Cost) with Contract Incentives	144,546	1,192,582	2,134,265

August 29, 2022		Frost Bank	PNC Bank, N.A.	Wells Fargo Bank, N.A.
Other Considerations				
*	VERIBANC Ratings - Source www.veribanc.com Rating Effective Date 7/29/22; Quarter Ending Date 3/31/22; Data Release Date 5/27/22 *VERIBANC rating and or Blue Ribbon designation cannot be republished, redistributed or otherwise made known without VERIBANC'S expressed written permission.	Green / ***	Green / ***	Green / *
Rates As of RFA Due Date:				
August 11, 2022				
Average Historical Bank Balance	24,310,610			
Fed Funds Target Rate	2.25-2.50%			
Fed Funds Effective Rate	2.33%			
91-Day T-Bill Discount Rate	2.52%			
Local Government Investment Pool (TexPool)		2.16%		

RESOLUTION NO. 2022-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO AWARD THE CONTRACT FOR BANK DEPOSITORY SERVICES TO A BANK LOCATED IN THE CITY OF DUNCANVILLE, AWARDED A TWO-YEAR CONTRACT WITH A TOTAL ESTIMATED EXPENDITURE AS PROPOSED BY SELECTED BANK; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to provide depository bank services for the City of Duncanville

WHEREAS, the City has obtained competitive applications bids under RFA #22-0023 and from three banks located in the City of Duncanville who meet the requirements of the applicable state statutes and City's financial policies

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a contract to one of these proposers and authorize the execution of the necessary documents to procure said services

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

SECTION 1. That the City Council of the City of Duncanville does hereby award a two year contract to Wells Fargo Bank for depository bank services, in the estimated two-year amount of \$67,518.00

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to negotiate and execute the appropriate documents after approved as to form by the City Attorney

SECTION 3. This resolution shall become effective immediately upon its passage

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of October, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services in an amount not to exceed \$59,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Mark LiVigni, Chief of Police

Matthew Stogner, Assistant Chief of Police

BACKGROUND/HISTORY:

For a number of years, the Duncanville Police Department has contracted with the Dallas County Sheriff's Office (DCSO) for accident investigation of motor vehicles on Interstate 20 and U.S. Highway 67 within the City of Duncanville.

POLICY EXPLANATION:

Beginning with past Dallas County Sheriff's administrations and continuing with Dallas County Sheriff Marian Brown's Administration, Dallas County has offered a program in which Dallas County Deputies investigate traffic accidents occurring on interstates and highways within Dallas County. Initially, the program was provided free of charge. However, several years ago, Dallas County began to charge cities for this service. The charge is a flat rate per year rather than per accident. In our proposed agreement, that flat rate is \$59,000.00 and will not exceed that amount.

The City of Duncanville has significantly benefited through our participation in this program. For example, in the fiscal year 2022, deputies of the Dallas County Sheriff's Office (DCSO) investigated 125 vehicular accidents on Interstate 20 and U.S. Highway 67. It is noteworthy that our patrol personnel initially respond to these accidents to aid those injured and control traffic until DCSO arrives on the scene. Once enough deputies are present to ensure everyone's safety, our personnel are relieved from

the accident. They can resume patrolling neighborhoods and answer other calls for service in a timely and efficient manner.

FUNDING SOURCE:

ORG and Object Number

01055100-700450

Available Budget

\$71,444.00

Purchase Amount

\$59,000.00

After Encumber

\$12,444.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2019-046R3 - FY23 - Highway Accident Investigation Services](#)

RESOLUTION NO. 2019-046R3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND DALLAS COUNTY, TO PROVIDE HIGHWAY ACCIDENT INVESTIGATION SERVICES NOT TO EXCEED \$59,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and County are government entities; and

WHEREAS, chapter 791 of the Texas Government Code allows home rule municipal corporations to enter into interlocal agreements for the provision of governmental services related to police protection, public health and welfare, parks, recreation, and such other governmental functions and services which are of mutual concerns to the contracting parties; and

WHEREAS, the City desires to acquire highway accident investigation services from Dallas County Sheriff's Office (DCSO);

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

SECTION 1. That the City Council for the City of Duncanville hereby approves the Interlocal Agreement between the City of Duncanville and Dallas County for the provision of Highway Accident Investigation Services, which is attached hereto as Exhibit "A".

SECTION 2. That the City Council for the City of Duncanville hereby authorizes the City Manager to execute the interlocal agreement.

SECTION 3. That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of October, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Dallas County
BRIEFING / COURT ORDER
 Commissioners Court - Sep 20 2022

- ☐ Resolution
- ☐ Solicitation/Contract
- ☐ Executive Session
- ☒ Addendum

Sheriff - FY23 Interlocal Agreement with the City of Duncanville

Briefing Date: Sep 20 2022
Funding Source: Revenue
Originating Department: Budget
Prepared by: Joey Sanchez, Budget and Policy Analyst
Recommended by: Ronica Watkins, Budget Officer

BACKGROUND INFORMATION:

The County will be providing the City of Duncanville with accident investigation services for FY22. This is a renewal of services from the FY22 contract, which was approved per Court Order 2021-0840.

The purpose of this brief is to approve the FY23 contract so services may be executed promptly by both entities.

FINANCIAL IMPACT:

Dallas County will be reimbursed \$59,000 for services provided in the FY23 ILA (October 2022 - September 2023).

LEGAL IMPACT:

The agreement has been reviewed and approved, as to form, by the Dallas County Civil District Attorney's Office.

ADMINISTRATIVE PLAN COMPLIANCE:

Dallas County's Administrative Plan recommends that the County be safe, secure, and prepared. With approval of the ILA, the County will be more prepared to handle accident investigation services.

RECOMMENDATION:

Authorize the County to approve the ILA with the City of Duncanville for the FY23 contract year.

MOTION:

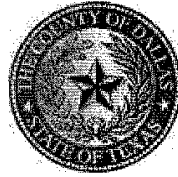
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the County to approve the ILA with the City of Duncanville for the FY23 contract year.

ATTACHMENTS:

Page 2 of 12

ILA Between Dallas County and Duncanville - Final



COURT ORDER 2022-1030

Sheriff - FY23 Interlocal Agreement with the City of Duncanville

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: September 20, 2022

FUNDING SOURCE: Revenue

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the County to approve the ILA with the City of Duncanville for the FY23 contract year.

Done in open Court September 20, 2022 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Ronica Watkins
Originating Department: Budget

as necessary in order to complete the investigation. The accident investigations shall be completed in accordance with the principles set forth by the Texas Department of Transportation and the North Central Texas Council of Governments. The investigator will complete all necessary paperwork, including the CR-3 crash report, and will file a copy with the State of Texas, as required by law.

SECTION 3: FEES

- A. Maximum Payment: City shall pay County **Fifty-Nine Thousand Dollars and No Cents (\$59,000.00) for the Term of this Agreement**, from current revenues available to the City.
- B. Billing and Payment: County shall bill City immediately upon execution of this Agreement for the amount stated in Section 3. A for the Term of this Agreement. City shall pay for these services within thirty (30) days after the date of County's billing. Failure by County to bill in a timely manner shall not waive City's obligation to make the payment under this Agreement.
- C. Prompt Payment Act: Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Increased Costs: If the costs of providing services to City increase beyond the amount identified in Section 3. A during the Term of this Agreement, City shall be responsible for the payment of such increased costs. County shall provide City with thirty (30) days written notice of any such increase.

SECTION 4: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below or at such other addresses as shall be specified by written notice delivered in accordance herewith:

Raymond Williams
Assistant Chief of Enforcement Bureau
Dallas County Sheriff's Office
133 N Riverfront Blvd,
Dallas, TX 75207
(214) 653-3451

Mark LiVigni.
Chief of Police
City of Duncanville Police
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5038

With a copy to:

James R. Palomo
Dallas County District Attorney's Office
500 Elm Street, Suite 6300
Dallas, TX 75202

SECTION 5: IMMUNITY AND LIABILITY

- A. This Agreement is expressly made subject to City's governmental immunity and County's sovereign immunity including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.
- B. No waiver: County. County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act or under Texas law to be responsible for any liability or damages County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against County, arising out of the performance of County employees under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of County, its agents, officers, and/or employees.
- C. No waiver: City. City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act or under Texas law to be responsible for any liability or damages that City may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against City, including workers' compensation claims, arising out of the performance of City employees under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of City and its officers and/or employees.
- D. Comparative liability. County and City agree that any such liability or damages as stated above, occurring during the performance of this Agreement and caused by the joint or comparative negligence of their employees, students, agents, or officers, shall be determined in accordance with comparative responsibility laws of the State of Texas.
- E. Survival. These provisions shall survive termination, expiration, or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

SECTION 6: [Intentionally deleted]**SECTION 7: MISCELLANEOUS PROVISIONS****7.1 COMPLIANCE WITH LAWS**

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

7.2 AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition, or deletion to the terms of this Agreement that are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

7.3 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

7.4 BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

7.5 GOVERNMENT FUNDED PROJECT

If Agreement is funded in part by either the State of Texas or the federal government, City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision, or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the Terms of this Agreement.

7.6 DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition, or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. City has a duty to mitigate damages.

7.7 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Both Parties shall have no right of action against the other in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source

utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that either Party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, either Party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other Party at the earliest possible time prior to the end of its fiscal year.

7.8 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

7.9 AGENCY/INDEPENDENT CONTRACTOR

Except as otherwise stated in this Agreement, the Parties, including their agents, servants, joint enterprises, or employees, are independent contractors, and not an agent, servant, joint enterprise, or employee of the other Party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, joint enterprises, or employees in conjunction with the performance of work covered under this Agreement.

7.10 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

7.11 ASSIGNMENT

City assures that it will not transfer or assign its interest in this Agreement without the prior written consent of County. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court.

7.12 CONTRA PROFERENTEM/CONTINUING OBLIGATIONS

The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used. All obligations of this Agreement which expressly or by their nature survive the expiration, termination, or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination, or transfer until such are satisfied in full or by their nature expire.

7.13 SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

7.14 SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she, or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances, and provisions herein set forth.

7.15 VENUE AND CHOICE OF LAW

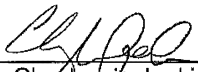
Texas law shall govern this Agreement and venue shall lie exclusively in the state and federal courts of competent jurisdiction physically located in Dallas County, Texas.

[Signatures on the following page]

The City of Duncanville has executed this Agreement pursuant to duly authorized City Council Resolution No. _____, dated _____, 2022. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. 2022-1030 on this 20th day of September 2022.

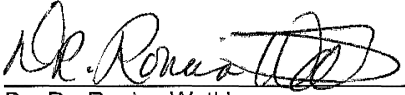
COUNTY:

CITY:


By: Clay Lewis Jenkins
Dallas County Judge

By: Aretha Ferrell-Benavides
City Manager

RECOMMENDED:


By: Dr. Ronica Watkins
Budget Officer

By: Mark LiVigni
Chief of Police

By: Marian Brown
Dallas County Sheriff

APPROVED AS TO FORM*

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

RUSSELL RODEN
CHIEF, CIVIL DIVISION

By: James R. Palomo
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Consider adopting the Council Rules and Procedures.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:

On August 8, 2022, Council met in a special session to discuss changes to the document that governs the roles and responsibilities of the Council, City Manager, City Attorney, and City Secretary; Councilmembers' relations to each other, the City Manager, and staff; rules of Council meetings; and the regulations to which Councilmembers should adhere.

After receiving feedback from Council, staff drafted an amended document to incorporate the directed revisions. Those revisions were emailed to Council for additional feedback.

At the September 20, 2022, regular Council meeting, David Kees, Assistant to the City Manager, presented the revisions to the governance document. Council provided additional suggestions which have been incorporated into the final document that is now being presented for adoption.

POLICY EXPLANATION:

The governance document provides the framework under which the City Council, City Manager, and staff collectively serve the citizens of Duncanville.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Accept the governance document as revised.
2. Do not accept the governance document.
3. Additional revisions to the governance document as directed by Council.

ATTACHMENTS:

[Rules of Procedure -- 2022-2023 FINAL](#)



RULES OF PROCEDURE

Adopted:

October 18, 2022

CITY COUNCIL

CITY OF DUNCANVILLE, TEXAS

City Council of Duncanville Mission & Pillars

“The mission of the City Council of Duncanville is to build a vibrant inclusive community driven by a commitment to democratic principles and service above self.”



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I. ROLES & RESPONSIBILITIES

This section will focus on defining the positions and establishing the duties of those who sit on and who are intended to support the operations of the City Council of Duncanville.

A. The Mayor

Home Rule Charter Reference - Article II Sec. 2.05, Presiding Officer: The Mayor

The Mayor shall preside at meetings of the City Council, and shall be recognized as head of City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the Council. He shall be entitled to vote as a member thereof on legislative, or other matters, commencing on and from the date that the Council member elected at large assumes the duties of office following the City's general election in May, 2003. The Council shall elect from among the Councilmen a Mayor pro tempore who shall act as Mayor during the absence or disability of the Mayor. If a vacancy in the office of Mayor occurs, the Council shall select a Mayor from its own members who shall serve until the next regular election. His former place as councilmember shall be deemed vacant and filled as provided for in Section 2.04.

1. The Mayor shall be the presiding officer at all meetings. The Mayor pro tempore shall preside in their absence or refusal to conduct the meeting.
2. The Mayor shall preserve order and decorum and shall require Councilmembers and citizens in attendance engaged in debate to limit discussion to the question under consideration and shall operate according to these Rules of Procedure.
3. The Mayor will encourage all Councilmembers to participate in Council discussion and give each member an opportunity to speak for five minutes before any member can speak again on the same subject. No vote to close discussion, limit debate, or call the question shall be entertained by the Mayor if a Councilmember, desiring to speak, has not had their opportunity to speak at least twice on any given agenda item. Any vote to close or limit debate requires a simple majority vote.

B. Mayor pro tempore

1. If the Mayor fails to execute any ordinance, resolution, or Council-approved document within 72 hours of its lawful passage by the Council, the Mayor pro tempore shall have full authority to sign and execute such ordinance, resolution, or Council-approved document.
2. The Mayor pro tempore shall be elected by a majority vote of the Councilmembers present at the first regular meeting of the City Council following the swearing-in of newly elected Councilmembers from the May general election or subsequent run-offs.

3. The Mayor pro tempore shall be elected for a one-year term and shall serve until replaced by a subsequent Mayor pro tempore election. The Councilmember currently serving as Mayor pro tempore shall not be eligible to serve consecutive terms.
4. Criteria to be considered in the election of Mayor pro tempore:
 - Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor pro tempore to assist in representing the City when scheduling conflicts occur.
 - The Mayor pro tempore should have demonstrable leadership abilities and a good working relationship with their fellow Councilmembers and City staff.
 - Councilmember must have served a minimum of one year on the City Council before being eligible to serve as Mayor pro tempore.
 - Councilmember should resist outside lobbying efforts by citizens on behalf of a particular Councilmember or for a particular council district.
 - In the event that more than one Councilmember may meet the criteria to serve as Mayor pro tempore, a Councilmember's vote should be cast for the one member they feel can best serve the City as Mayor pro tempore for the coming year. Since only one person will be elected Mayor pro tempore, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability or disrespect to the citizens of the district they represent.
5. No Councilmember shall offer, seek, or accept any favors, gifts, or special considerations in exchange for a vote to be Mayor pro tempore.
6. The Mayor pro tempore may be removed by a simple majority vote of the City Council. Should the office of Mayor pro tempore be vacated, an election to fill the unexpired term shall be held at the second regular meeting of the City Council following the vacancy.

C. City Council

1. When addressing an agenda item, the Councilmember shall first be recognized by the Mayor, confine their comments and questions to the issue under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Councilmember or staff member in their argument or vote. Councilmembers shall at all times maintain civility among each other and refrain from uncivil discourse.
2. Any Councilmember may appeal a ruling of the Mayor to the Council as a whole. If the appeal is seconded, the Councilmember making the appeal may make a brief statement justifying the appeal. The Mayor may subsequently explain their position. Then, each Councilmember may explain their position. The Mayor will then put the

ruling to a vote of the Council. A majority vote is required to overturn the ruling of the Mayor.

3. Any Councilmember may raise a point of order and require the Council to conform to the order of business or these Rules of Procedures. The Council may by motion and simple majority vote to suspend these rules and amend the agenda or order of business.
4. Meetings with and questions of the City Attorney may be made by any Councilmember as needed, but the Attorney's time shall be used judiciously. Each Councilmember shall exercise their judgement in tracking their hours consulting legal advice and the corresponding expense to the City. It is recommended that meetings with the Attorney take place on days when regular Council meetings are held and the Attorney is already scheduled to be present.
5. In accordance with State Law, the Mayor and Councilmembers shall be required to attend all scheduled meetings of the City Council, unless they have a valid excuse not to do so. Each member is expected to be present for discussion and resolution of all items on the scheduled agendas. As a courtesy, the Mayor, Council, and staff shall be notified in case of absence.
6. In the event that both the Mayor and the Mayor pro tempore are absent from a meeting of the Council, the duty of presiding should fall to the most senior Councilmember in attendance.

D. City Manager

Home Rule Charter Reference – Article II, Sec. 2.07: Appointment of the City Manager

The Council shall appoint a City Manager, at their discretion, for an indefinite term, who shall be the chief administrative and executive officer of the City. No member of the Council shall, during the term for which elected, be chosen as City Manager. The City Manager shall receive such compensation as may be fixed by the Council. Until such time the Council appoints a City Manager, the duties and functions of the City Manager shall be performed by the City Council.

1. The City Manager is directly responsible for providing information to all the Council concerning any written information requests by a specific Councilmember. If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor and the Council.
2. The City Manager is responsible for keeping the Council informed.
3. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to the citizen and to the appropriate City Councilmember(s) in writing.
4. The City Manager will strive to maintain positive relations with the City Council by following these guidelines:
 - a. Whether newly elected or experienced, remember every Councilmember represents the special interests of a specific district and its voters, as well as the best interests of the City as a whole.

- b. Work to establish mutual trust with the Council.
 - c. Open the lines of communication with the Council.
 - d. Be inclusive of opportunities for educational trips. An educated Council is in the City's best interests.
 - e. Include the Council in City-sponsored employee social events.
 - f. Conduct orientation sessions for new Councilmembers. Provide a tour of the City buildings and introduce to staff.
5. The City Manager is required to prepare and submit to the Council an annual budget. Additionally, the City Manager shall include the department presentations detailing what has been requested and the reason for the request.

E. City Attorney

Home Rule Charter Reference – Article II Sec 2.06, The Council: Powers (12)

The Council shall appoint a City Attorney who shall be a competent attorney licensed to practice law in the State of Texas and who shall hold office at the pleasure of the City Council. (Ord. No. 1783, approved 3-19-02, adopted at election 5-4- 02)

- 1. The City Attorney is employed by the City Council. All requests for legal opinions from Councilmembers can be discussed with the City Attorney, who will then send a written opinion to be filed by the City Secretary and distributed to all the Council.
- 2. The City Attorney should not be expected to give a complete answer for complex legal opinions during Council meetings, briefings, or workshops. Requests for opinions should be made at least one week in advance of any Council meetings to ensure quality, well-researched opinions.

F. City Secretary

Home Rule Charter Reference – Article III Sec. 3.07: City Secretary

The City Manager shall appoint an officer of the City who shall have the title of City Secretary, shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by the City Manager.

- 1. The City Secretary shall prepare and an agenda of all matters requiring the attention of the Council. The agenda for all regular meetings shall be provided to all Councilmembers in the timeframe outlined in Section IV, Rules of Meeting.
- 2. Except as provided herein, all meetings shall be recorded electronically. The electronic recording shall be produced and maintained by the City Secretary; provided, that if a recording is not possible, detailed minutes of the meetings shall be kept by the City Secretary.

3. Notice must be provided for Ceremonial Proclamations, letters, certificates. Each ceremonial document shall be circulated and filed by 12:00 p.m. on the business day before the meeting at which it is to be considered.

II. RELATIONS

This section will define how members of the Duncanville City Council should interact among themselves and with other entities, both within the City and externally.

A. Mayor, City Council, City Manager, & City Staff

1. The City Manager is expected to respond in a timely manner to Council and Councilmember requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the information.
 - a. If the City Manager disagrees with the request, he/she should say so and explain his/her position in writing to all members of the City Council.
 - b. If the City Manager disagrees with individual directives, he/she should initiate clarification of Council's will with regard to the individual Councilmember's request.
 - c. The City Manager should delegate responsibility for the response as necessary and appropriate, but the City Manager will remain responsible for its receipt by Council in a timely manner.
 - d. The City Manager should maintain a checklist and timetable for those requests and other directives of the Council.
2. All City Councilmembers will receive the same pertinent verbal and written information. There will be no preferential dissemination of information.
3. Regarding customer concerns for routine service requests, e.g. trash collection or water billing concerns, City Councilmembers will guide citizens to the appropriate staff member or department rather than the City Manager.
4. During regular meetings, special meetings, or workshops of the City Council, a majority of the Councilmembers present will be required to direct the City Manager in the case of opposing opinions on the Council.

B. Council Inquiries with the City Manager

The City Manager is the primary link between Council and the professional staff. The Council's relationship with the staff should be through the City Manager, as is required by the City Charter. The inquiry process exists to best facilitate that relationship and address Councilmembers' concerns.

1. **Agenda Questions:** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be

provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.

2. **Presentations to Council:** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present a staff solution, or present the specific options for Council consideration.
3. **Problem Resolution:** If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, or should any conflict arise between staff and Council, the City Manager shall:
 - i. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
 - ii. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
 - iii. If still unresolved, ask the Mayor to present the concerns to the Council;
 - iv. If the unresolved issue is with the Mayor, ask the Mayor pro tempore to arbitrate a resolution to the issue;
 - v. If still unresolved issue involves the Mayor, ask the Mayor pro tempore to present the concerns to the Council.

C. Mayor & Councilmember Training and Professional Development

1. In addition to the required training, Councilmembers are encouraged to attend at least one training event per year, and others as found beneficial to the performance of their elective duties subject to the availability of funds as appropriated in the annual budget for the Mayor and each Councilmember.
2. The Mayor and each member of Council will have an appropriated budget amount by representative area. Travel and training funds appropriated for the Mayor and each Councilmember shall not be available for transfer to another Councilmember or the Mayor.
3. Selection of professional development events are at the discretion of each councilmember but are limited to expenditures within the amount appropriated for those trainings. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Councilmembers are encouraged to select training events from the following list of providers:
 - Texas Municipal League (and affiliates)
 - North Central Texas Council of Government
 - National League of Cities
 - Other as deemed important to individual members
5. As the need arises, additional expenditures may be made from miscellaneous professional development funds that are subject to annual appropriation, for the Mayor and/or a Councilmember chosen to represent the Council at special events.

Such additional expenditures may be made only after having been placed on the agenda of a regular Council meeting and acted upon by motion, second, and favorable majority vote.

D. Community Events and Town Halls

1. The City Council shall strive to host an open-format, topical Town Hall session, no less than twice a year. These Town Halls may include guest speakers and presenters but shall also include the opportunity for citizens to directly meet, address, and ask questions of the Mayor and City Councilmembers.
2. Councilmembers are also encouraged to host frequent community-building events within their council districts. All community events will be placed on the City Website and LED for all City Councilmembers, regardless of event size, coordination, or official staff-backing, except during the formal period of elections.
3. The Mayor may host a monthly “Coffee with the Mayor” event, supported by City Staff, provided that it occurs during regular operating hours and is scheduled in advance. Both citizens and City Councilmembers (although they shall not gather in a sufficient number to constitute a quorum) are invited to participate.
4. Each Councilmember shall also be allotted one staff-supported “major” community event per year, provided sufficient notice of at least one month prior to the date of the event and financial backing as budgeted in the annual budgeting procedure.
 - a. This shall not be used to put a limitation on the ability of any Councilmember to host any number of self-planned and publicized community events.
 - b. No events shall be coordinated or marketed by staff during the formal period of elections.

E. Media and Social Media

1. On all administrative matters, the official spokesperson for City Staff shall be the City Manager or their designee.
 - a. When in doubt, Councilmembers shall defer to the city’s Public Information Officer on questions from the media.
2. Similarly, the Mayor, or their chosen designee, shall always be the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues under debate or on the agenda.
3. Councilmembers publicly represent the city at all times, whether they are within a City Council meeting or without. As such, Councilmembers shall constantly be aware of their actions on any social media platform, and the effect it may have on their public images, as well as on the image of the City of Duncanville.
 - a. If a Councilmember chooses to create a social media account as a publicly elected official with the specific intent to engage with constituents, they shall keep this account distinct and separate from other personal accounts that they maintain – acknowledging that, as an elected official, any use of social media for their duties may create a public record.

- b. Elected officials increasingly use social media for re-election purposes, however, mixing campaign and constituent communications from the same account, website, or other platform could put a Councilmember at risk for violating laws that prohibit using government resources for political purposes. For this reason, it is advised that Councilmembers do not maintain their online campaign platforms year-round as vehicles to address constituent concerns.
- 4. When using a social media platform, for personal or professional purposes, Councilmembers shall at all times be knowledgeable, courteous, and responsible in their usage. For further social media best practices, Councilmembers may refer to the City of Duncanville employee handbook.
- 5. Unless specifically identified as a resource for receiving requests for information, social media sites are not proper vehicles for users or constituents to make requests for public information.
- 6. Where a matter of possible legal concern may arise, Councilmembers may consult the City Attorney regarding their social media usage, as with any other matter pertaining to their elective duties.

F. Boards and Commissions

- 1. All City Councilmembers, with the exception of the Mayor, may serve as liaisons to the boards and commissions of the City for a period of one year at the pleasure of the Council.
 - a. Councilmembers will select different boards and/or commissions to serve as liaisons to on or after the date of the appointment of the boards and commissions members.
 - b. Each Councilmember will be allowed to select the board(s) or commission(s) they would like to liaise with by order of seniority.
 - c. Councilmembers are strongly encouraged, but not required, to attend all meetings of their selected boards and/or commissions.
 - d. Each Councilmember may submit a quarterly report to the entire Council through the City Secretary on the activity of their respective board and/or commission. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

III. RULES OF MEETING

This section will define how guests and Councilmembers shall interact with others and among themselves during all official meetings of the Duncanville City Council.

A. Meeting Structure.

1. TYPES OF MEETINGS

There are four possible types of City Council meetings, which are:

- a. **Regular Meetings:** Council shall hold regular meetings to conduct the business of the City on the first and third Tuesdays of each month, as prescribed by Ordinance No. 1449. These meetings shall always comply with the Texas Open Meetings Act. The Council may choose not to meet where there is no pressing business to conduct or when the meeting date conflicts with a holiday or holiday season. The Council must hold a regular meeting at least once a month.
- b. **Special Meetings:** Special meetings of Council shall be held when called jointly by the Mayor and the City Manager, or at the request of two or more Council Members. The call or request shall be made to the City Secretary and shall specify the matters to be considered at the special meeting. Upon receipt of such call or request the City Secretary, after consultation with the City Manager, shall immediately notify each Council Member and the City Attorney in writing. Such notice shall specify the matters to be considered at the special meeting, and only the matters specified in the notice shall be considered at such meeting unless all Council Members are present. Special meetings must conform to the Open Meetings Act requirements.
- c. **Governance Meeting:** In June of every year, or the first regular meeting of the City Council following the swearing-in of newly elected councilmembers from the May general election or subsequent run-offs, Council will hold a governance meeting. The purpose of the meeting will be to adopt the Rules of Council, select the Mayor pro tempore, and make appointments to the Audit Committee and Boards and Commissions liaisons for a 1-year term.
- d. **Emergency Meeting:** The Mayor may call an emergency meeting of the Council in the event that an "emergency," as defined by State Law, occurs.

2. AGENDA RULES

Each meeting shall conform to a regular set of Agenda Rules, which will dictate which items may be considered by the Council at that time.

- a. In order to provide time for quality staff reports and preparations, all agenda items should be submitted for the next agenda two Thursdays prior to the Council meeting unless deemed an emergency on an unforeseen specific issue that clearly cannot be postponed until the next agenda.

- b. The goal is to have Council agendas published and posted in final format with packets delivered to Council on Thursday prior to the next meeting. If unforeseen circumstances happen that prevent this goal from occurring, the City Manager is required to notify Council immediately stating reason for delay and anticipated delivery time.
- c. The Council may rearrange the order of agenda items during a Briefing Session or during a meeting by majority consensus.
- d. An item may be placed on the agenda for reconsideration within the next two regularly scheduled City Council meetings if requested by a member of the prevailing side. Any Councilmember may ask for an item to be reconsidered after sixty days from the initial consideration.
- e. During a Briefing Session or meeting, any Councilmember may direct that an item on the consent agenda be removed from the consent agenda and placed on the "Items for Individual Consideration."
- f. During a Briefing Session or meeting, any Councilmember may request that an item on the list of "Items for Individual Consideration" be moved to the consent agenda. This action requires the consensus of the Council.

3. SCHEDULE & DURATION

To maximize the City Council's efficiency, both the schedule and duration of Council meetings are prescribed in this document. However, should the circumstances require, both of those provisions may be modified according to the situation:

- a. If a regularly scheduled meeting falls on the day of a general election, the Council, at its discretion, may move the meeting to a different date. Similarly, should the Council decide not to meet during a holiday period, the Council may determine a different date on which to hold the meeting.
- b. No meeting shall extend after the hour of 12 midnight unless Council, by an affirmative vote of the majority of present Council Members, extends the length of the meeting. The Councilmember so moving to extend the length of the meeting shall include in their motion the matters appearing on the docket for that meeting to be considered after the hour of 12 midnight.

B. Rules of Conduct

- COUNCIL MEETING CODE OF CONDUCT: MAYOR & COUNCIL

To preserve order and decorum, the Mayor and all Councilmembers shall abide by the following rules of conduct during all Council meetings.

- i. Listen and understand before judging.
- ii. Focus on the vision and goals; no personal attacks or inferences.
- iii. Look for areas of agreement before differences.

- iv. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
- v. Once a decision is made, support the City decision, but state your reservation.
- vi. Agree to disagree; move on to the next issue.
- vii. Come prepared to discuss issues; when possible, ask questions of staff prior to the meeting so that staff can be prepared.
- viii. Praise in public; provide constructive feedback in private.
- ix. Participate in discussions and focus on the issue; avoid side conversations. Need to be mindful that sidebar conversations are disruptive.
- x. Be courteous, honest and treat others with respect.
- xi. Communicate in an open, direct manner; keep others informed.
- xii. If you have a personal issue with another member of Council, go to that member directly and not to other councilmembers, the community or staff. This house rule does not affect the right of one or more Councilmembers to institute the censure process set out in Section IV, (Regulations).
- xiii. Be a positive ambassador for the City.
- xiv. When the Council is meeting in the Council Chamber, use the electronic system to notify the Mayor you wish to comment on a matter before the Council.
- xv. Allow others to finish their comments before speaking.

- COUNCIL MEETING CODE OF CONDUCT: CITIZENS & PRESENTERS

All citizens and presenters in attendance of a City Council meeting must abide by the following code of conduct.

- During public City Council meetings, all guests shall not disturb order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Attendees shall demonstrate respect and courtesy to each other, to all members of the City Council, to City staff members, and to members of the public appearing before the Council. All participants shall refrain from rude and derogatory remarks and shall not belittle staff members, Councilmembers, or members of the public.

- COUNCIL MEETING CODE OF CONDUCT: THE MEDIA

The Mayor, Council, and City Manager recognize that an informed public ensures progress and good government which remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports during City Council meetings without infringing upon the First Amendment rights of the media.

- i. **Media Orientation:** Since each government body conducts business differently, it is requested that all reporters new to City Council meetings first

meet with the City Manager, Mayor, or the designated media relations representative prior to covering their first meeting for information on policies and procedures.

- ii. **Agenda Information:** All reporters requesting so will receive an agenda package in advance and will be furnished any supporting material needed for clarification for themselves and the general public.
- iii. **Chamber Seating:** During the conduct of official business, the news media shall occupy either the places designated for them, or for the general public.
- iv. **Conduct in Chambers:** Representatives of the media are requested to refrain from conversing privately with others in the audience while the Council is in session. Interviews with the public should be conducted outside of the Council Chambers while the Council is in session.
- v. **Equal Access for Opposing Positions:** The ethical burden or fair presentation of opposing positions in any issue of debate falls upon the media. When opposing positions are debated, regardless of the outcome, interviews by the media should provide equitable representation from Councilmembers of all viewpoints.
- vi. **Policy Clarification:** Any clarification requested by the media on the issues discussed during a Council meeting should be addressed after the meeting. At that time, either the Mayor or their designated spokesperson shall be the official source of information regarding policies or the agenda.

C. Order of Business

The agenda for regular Council meetings shall generally adhere to the following order:

Work Session / Briefing

- Discuss Appointments & Dismissals to Existing Boards and Commissions
- Discuss Elimination, Creation, or Combination of Boards or Commissions
- Executive Session
- Discuss Agenda Items
- Briefings & Presentations

Regular Session

- Call to Order
- Invocation
- Pledge of Allegiance & Texas Pledge of Allegiance
- Reports
 - a. Mayor's Report
 - b. Councilmember's Report
 - c. City Manager's Report
- Presentations and Proclamations
- Citizen Input

- Consent Agenda
- Items for Individual Consideration
- Action Resulting from Executive Session
- Staff and Board Reports
- Adjournment

D. Rules of Procedure for Council Meetings

1. PARLIMENTARY PROCEEDURE

- a. The designated presiding officer shall, at all times, be responsible for maintaining procedure during any official meeting of the City Council.
- b. *Roberts Rules of Order Newly Revised*, latest edition, may be consulted regarding parliamentary procedure. However, the final parliamentary authority will rest with a simple majority vote of the Council.

2. COMMENTS FROM THE PUBLIC

“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.”

During regular meetings of the City Council, citizens may address the Council during the Citizens Public Comment Period, during discussion of an agenda item or during a Public Hearing. Strict order will be maintained at all times. Tirades of individual personalities and personal aspersions will not be tolerated. Speakers who are out of order will be asked to leave the Council Chambers. Threats of violence will be cause for removal.

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.

- a. **CITIZENS PUBLIC COMMENTS**
 - i. Any citizen wishing to make a public comment will file a request card with the City Secretary, including printed name, address, telephone number, subject, and signature. A public comment period will be set aside for any citizen to present matters of interest. Each speaker will have two minutes.
 - ii. Comments on Public Hearing agenda items will not be taken during the public comment period since time is allowed for proponents and opponents during Public Hearings.
 - iii. Speakers will address the entire Council, not another speaker, audience member(s), nor individual Councilmembers.

- iv. Priority will be given to speakers who have not previously spoken during the public comment period in the immediate past Council meeting.
 - v. If no request cards are received by the time the Regular Council meeting begins, the Mayor will skip the Citizens Public Comment Period. If request cards are received after the regular Council meeting begins, the Mayor may, at their discretion, allow public comment at the end of the meeting or with an agenda item.
 - vi. Councilmembers will not respond to the subjects raised by speakers during the Citizens Public Comment Period.
 - vii. The Citizens Public Comment Period will be placed immediately after the recognition of visitors on City Council agendas.
- b. PUBLIC HEARINGS
- i. Both proponents and opponents shall have a maximum of ten minutes per side for their presentation.
 - ii. A maximum of five minutes per side will be provided for rebuttal and surrebuttal.
 - iii. After the public hearing is closed, the Council may ask questions of the speakers.
 - iv. Speakers must limit their responses to the questions asked by the Council.

E. Reports to Council

- 1. The Mayor's Report, Councilmember Reports, and City Manager's Report will be placed on the agenda for regular meetings following the Invocation and Pledge of Allegiance.
- 2. All reports will be limited to three minutes.
- 3. The three-minute limitation for any report may be waived by a majority vote of the City Council.

F. Meeting Minutes

Home Rule Charter Reference — Article II, Section 2.15, Rules of Procedure: Minutes

The Council shall determine its own rules and order of business. It shall keep minutes of its proceedings, and the minutes shall be open to public inspection. Minutes of all meetings of the Council shall be promptly entered within forty-eight (48) hours in the minute book of the Council, and City Secretary shall at the same time provide a permanent and adequate index showing the action of the Council in regard to all matters submitted to it at both regular and special meetings.

- 1. Written minutes shall be maintained for all posted meetings of the City Council. Approval of the minutes shall be made by vote of the City Council at the next regularly scheduled meeting. Proposed corrections to minutes that have not been

- approved shall be submitted to the City Secretary by 5 p.m. of the day before the regularly scheduled meeting where minutes are scheduled for approval.
2. The minutes for meetings of the City Council shall follow basic parliamentary procedure for action minutes, thereby recording what was done rather than what was said. Information to be contained in the minutes shall include the following:
 - i. Name of group or assembly.
 - ii. Type of meeting (regular, special, workshop).
 - iii. Date of meeting.
 - iv. Time meeting is called to order.
 - v. Location of meeting, if not always the same.
 - vi. Officials present and absent.
 - vii. Topic or subject matter of each agenda item and action taken, including motions, amendments, record vote, and any parliamentary action.
 - viii. Time of adjournment.
 - ix. Signature blocks for Mayor and City Secretary.
 3. The minutes for non-action agenda items such as the Mayor's Report, Councilmember Reports, the City Manager's Report, the Citizen Public Comment Period, Public Hearings, staff reports, and committee reports shall include the speaker's name and the subject matter.
 4. The minutes for discussion-based agenda items, such as those commonly found in briefing sessions and workshops, should reflect the topics of discussion rather than verbatim statements or summarized statements by individual speakers.

G. Resolutions & Ordinances

1. All official action of the City Council shall require a Resolution or Ordinance to capture the clear intent of the policy decision, approved by the majority of the Council.

IV. REGULATIONS

A. Code of Ethics

1. The Mayor and all City Councilmembers, as official representatives of the people of Duncanville, must always abide by all facets of the Code of Ethics established and adopted for the City in Ordinance No. 2113.

B. Censure Policy

Although left to the decision of the Councilmembers, it is encouraged that a Notice of Censure be filed only after a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place and has proven unsuccessful.

1. Two or more City Councilmembers may file a written Notice of Censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and include (1) a copy of all evidence supporting the allegations and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City Secretary. A written Response to the allegation(s) may be filed by the accused Councilmember within ten business days after receipt thereof. A copy of the Notice of Censure and Response thereto shall be delivered to each Councilmember by the City Secretary within two business days after the response is filed.
2. On the first regularly scheduled meeting of the Council after the filing of the Notice and any Response, the City Secretary shall formally present the Notice and Response to the City Council and a copy will be attached to the minutes and become part of the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the Notice of Censure or whether the allegations should be dismissed. A vote to hold a public hearing shall not be construed to be a vote of censure.
3. The accused City Councilmember has the right to be represented by legal counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel during a censure hearing. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings.
4. If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be set no sooner than twenty business days from the date of the meeting where the Notice and any Response is presented. At least ten business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy

of all evidence refuting the allegations that the or that the Councilmember wishes the Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.

5. At the final hearing, the City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:
 - a. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the Notice of Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures.
 - b. The Councilmember who is the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the Notice of Censure. The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence.
 - c. After receiving evidence at the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

C. Removals from Office

1. REMOVAL OF CITY COUNCIL MEMBERS

Home Rule Charter Reference - Article II Sec. 2.10, Council Not To Interfere in City Manager's Appointments or Removals

Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council by a vote of a majority of its membership to expel such offending member from Council if found guilty after a public hearing, and thereby create a vacancy in the place held by such member.

2. REMOVAL OF OTHER APPOINTIVE OFFICIALS

Home Rule Charter Reference - Article II Sec. 2.09, Removal of Other Appointive Officials

The Council may, upon the affirmative vote of majority of the full membership of the Council, remove members of its appointive boards or commissions without notice, except otherwise provided by state law. (Ord. No. 1491, adopted 1-21-97, approved at election 5-3-97).



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Conduct a public hearing for consideration and action regarding the request of Ted Straub, applicant, representing Philip S. Nickel, Jr., owner, to include a Planned Development/Neighborhood Office Retail district on Irwin Keasler Dev. Red Bird 4, Block 15A, Lot 1, Less Row & PT of ABND Tower Crest Dr., ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.
- **Promote: Innovative Ideas for Development and Re-development**
 - Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.
- **Re-Imagine: High Quality of Life**
 - Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

STAFF RESPONSIBLE:

Nathan Warren, Senior Planner

BACKGROUND/HISTORY:

Comprehensive Plan

The subject property has a Future Land Use Designation of Retail/Commercial. The Comprehensive Plan states that establishments in Retail/Commercial areas have goods for purchase by the general public and generate sales tax revenue. The Comprehensive Plan goes on to list the following policies to guide Retail/Commercial areas:

- They should be located at high points of visibility.
- They should serve as a buffer and transition between higher and lower intensity uses.

This request conforms with the goals highlighted in the Comprehensive Plan as the proposed plan is to develop a drive-thru only coffee shop. Neighborhood-supporting nonresidential activities may be perceived as a benefit to the surrounding residential community.

Project Scope

The site is proposed to continue to be used as nonresidential. Proposed site improvements include a parking lot and landscaping areas as shown on the attached exhibit. The proposed structure is planned to be designed as shown in the attached elevation plan.

A Planned Development District allows for the ability to propose alternative conditions. The applicant is requesting allowance of a drive-thru, a 25-foot building setback line in place of the NOR district required 30-foot building setback line, and exclusion of the design standard building articulation as defined in Section 4.03.B of the Comprehensive Zoning Ordinance.

Parking

The requirement for parking is two (2) spaces. The proposed structure will be 679 square feet in size as shown in the attached site plan. Utilizing the parking ratio of one (1) parking space per every 400 square feet of floor area for the entire structure would require 2 parking spaces to be provided.

Landscaping and Screening

The applicant is proposing a 55% lot area of landscaping per the attached exhibit. The applicant is also proposing to add vegetative screening to the site.

To note, with a change to a more intense use at the subject location, Section 4.07 (Screening and Buffering Requirements) states that the site must conform to the relative standards. In this case, a Type B buffer would be required which requires a buffer depth of 15 feet along shared lot lines with residential uses and zoning along with a masonry wall of six (6) feet or solid vegetative screen. The applicant is requesting relief from the screening and buffering requirements of Section 4.07 so that buffer depth is not required. A solid vegetative screen and buffer landscaping is proposed.

Signage

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

Surrounding Land Use

Adjacent to the north are vacant lots zoned NOR, Neighborhood Office Retail District. To the south, are existing residences and a church, zoned SF-7, Single-Family Residential District. To the east of the subject property is West Camp Wisdom Road which has existing residences on either side zoned SF-10 and SF-7, Single-Family Residential Districts. To the west is Duncanville High School, zoned SF-10, Single-Family Residential District.

POLICY EXPLANATION:

Notification

Thirteen (13) notices were sent out for this public hearing. At the time of the meeting agenda publication, one (1) response had been received in favor of this request. Letters will be received until Tuesday, October 18, 2022, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Legal Advertisement](#)

[Attachment 2 - Maps](#)

[Attachment 3 - Zoning Application](#)

[Attachment 4 - Site Plan, Landscape Plan, Irrigation Plan & Elevations](#)

[Attachment 5 - Letter from Applicant](#)

[Attachment 6 - Letter to Property Owners within 200' Buffer & Responses](#)

[Attachment 7 - List of Property Owners within 200'](#)

[Attachment 8 - P&Z Minutes](#)

[Attachment 9 - Ordinance No. 2456](#)

Attachment 1

Advertise 1 time - By September 28

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION
ZONING FILE #2022-27

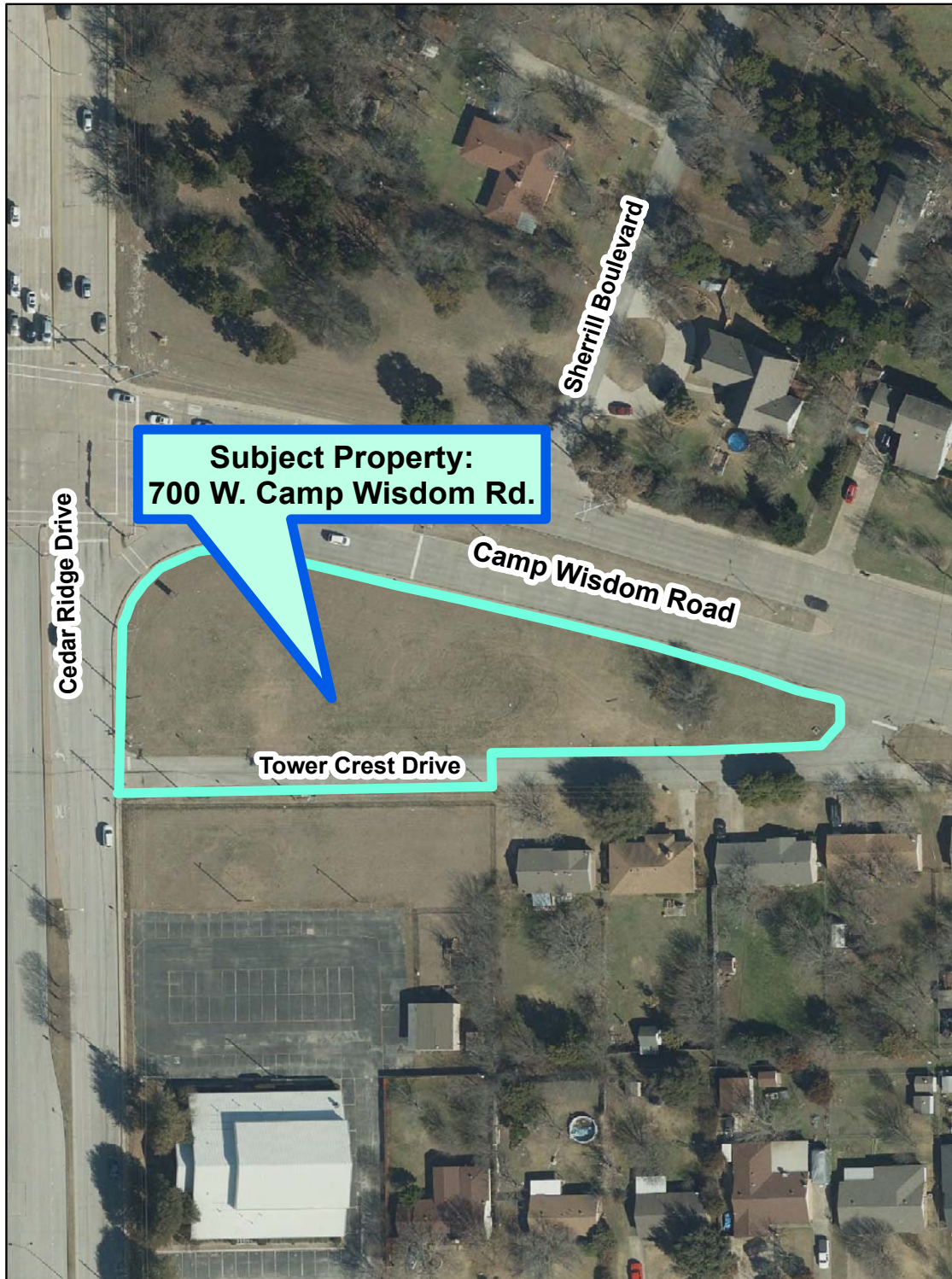
A public hearing will be held before the Planning & Zoning Commission on Monday, October 10, 2022, at 7:00 p.m. and before the City Council on Tuesday, October 18, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas to hear a request of Ted Straub of Scooter's TX Fund 1, LLC, Applicant, representing Philip S. Nickel Jr., Owner, the City of Duncanville for a Planned Development/Neighborhood Office Retail District on Irwin Keasler Dev Red Bird 4, block 15A, Lot 1 Less Row & Part of Abnd Tower Crest Dr ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either Kristin Downs, the City Secretary or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

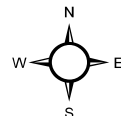
CITY OF DUNCANVILLE
Kristin Downs
City Secretary

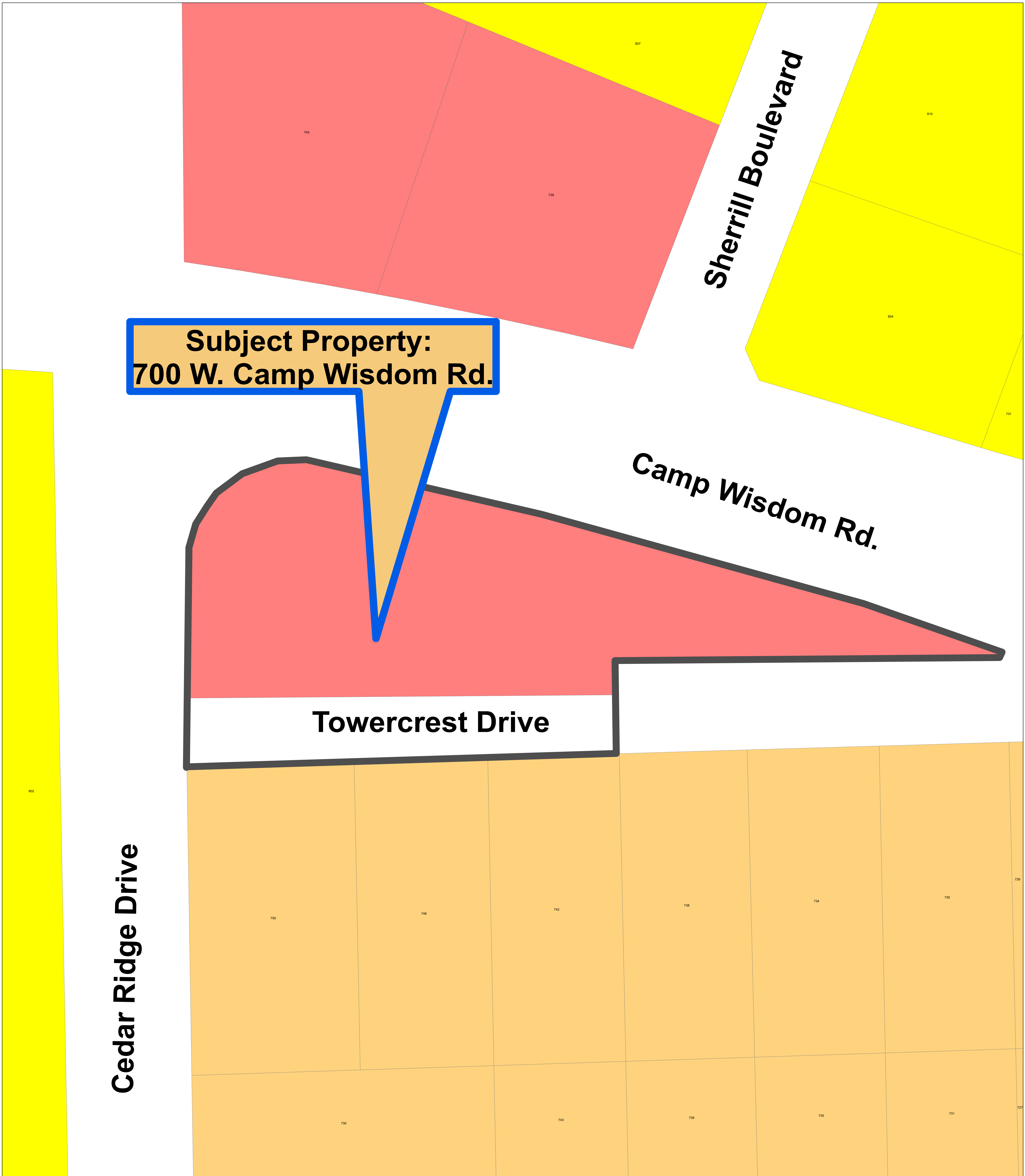
Nathan Warren
Senior Planner

Attachment 2

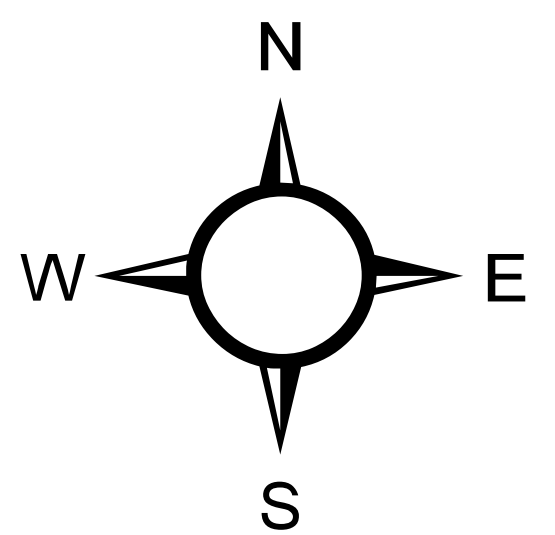


**Request for Planned Development
Case 2022-27
700 West Camp Wisdom Road**





**Request for Planned Development
Case 2022-27
700 West Camp Wisdom Rd**



Attachment 3



Public Works Department
Planning Division
203 E Wheatland Road
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5015

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent Scooter's TX Fund 1, LLC Contact: Ted Straub
☐ Engineer ☐ Architect ☐ Surveyor ☐ Owner ☒ Other
 Applicant/Agent Address: _____ City: _____ State: _____ Zip: _____
 Agent Email: _____@gmail.com Telephone: _____ (Fax) _____
 Property Owner: Philip S. "Pug" Nickel, Jr. Contact: Philip S. "Pug" Nickel, Jr.
 Owner Address: _____ City: _____ State: _____ Zip: _____
 Owner Email: _____ Telephone: _____ (Fax) _____

REQUIRED

PROPERTY INFORMATION

Property Address: 700 West Camp Wisdom Road, Duncanville, Texas
 Legal Description of Property: Irwin-Keasler Development Red Bird Addition, unit #4
 Lot No. 1 Block No. 15A Acreage: 0.879 Ac. Existing Zoning District: NOR

REQUIRED

REQUEST TYPE

☐ Specific Use Permit - Commercial For _____
☐ Specific Use Permit - Residential For _____
☒ Change in Zoning From NOR To PD
☒ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

- ☒ Completed application
- ☒ Application fee
- ☒ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat
- ☒ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation
- ☒ Electronic copies of all submittals via email

REQUIRED

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

Signature of Current Property Owner

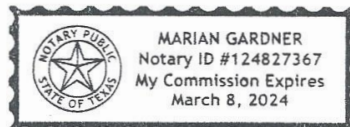
Date

Notarization

BEFORE ME, Marian Gardner, on this day personally appeared Philip S. Nickel, Jr., known to or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of July, 2022.

(Seal)



Marian Gardner
Notary Public in and for the State of Texas
My Commission Expires: 03-08-2024

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

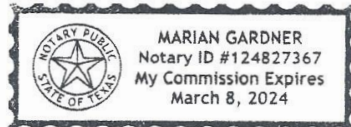
Applicant has permission to pursue a zoning change on the property located at 700 West Camp Wisdom Road with the City of Duncanville.

Philip S. Nickel, Jr. _____
Signature of Owner/Agent Date

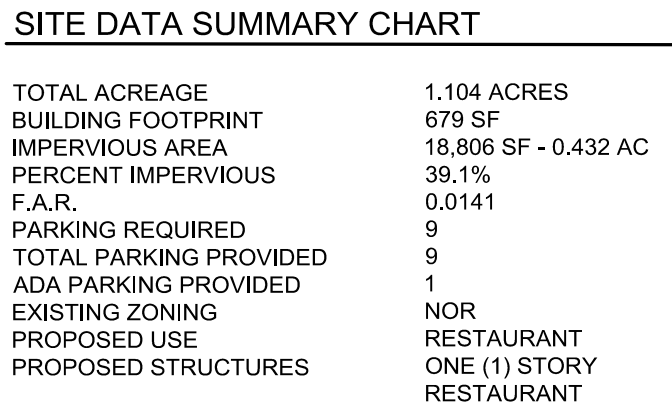
BEFORE ME, *Marian Gardner*, on this day personally appeared *Philip S. Nickel, Jr.*, known to or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this *25th* day of *July*, 20*22*

(SEAL)



Marian Gardner
Notary Public in and for the State of Texas
My Commission Expires: *03-08-2024*



SITE PLAN LEGEND

- | | |
|---|--|
|  | PROPOSED CONCRETE SIDEWALK |
|  | PROPOSED CONCRETE PAVEMENT |
|  | PROPOSED HEAVY DUTY CONCRETE PAVEMENT
AND FIRE LANE |
|  | PROPOSED GRASS LANDSCAPE AREA |
| FOC | FACE OF CURB |

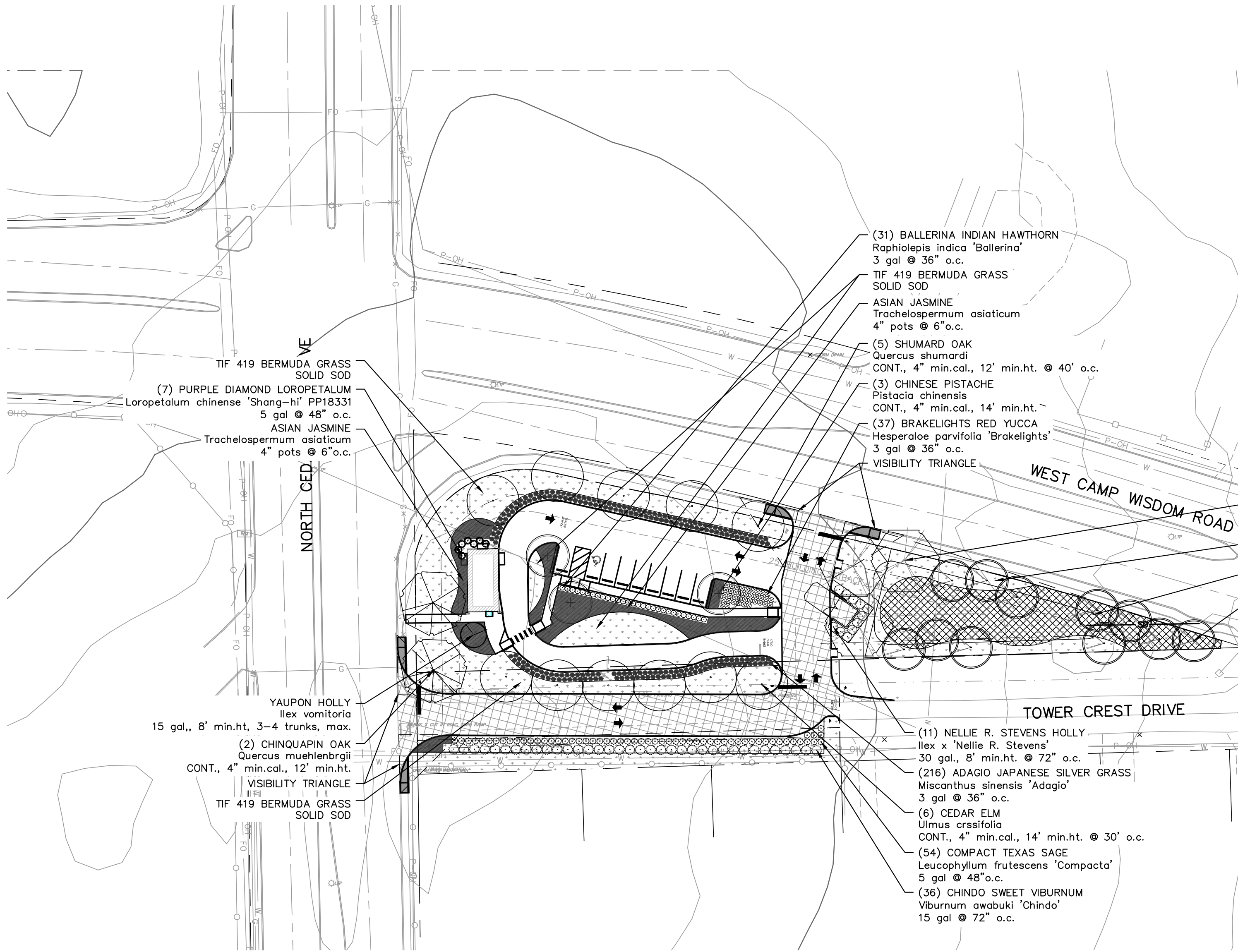
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED ON PLANS.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS GRADES AND DIMENSIONS ON SITE AND REPORT ALL MAJOR DISCREPANCIES TO ENGINEER.
3. CONSTRUCTION STAGING LOCATION SHALL BE COORDINATED WITH AND APPROVED BY OWNER.
4. REFERENCE ARCHITECTURAL PLANS FOR ADDITIONAL BUILDING INFORMATION.
5. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR ADDITIONAL SITE ITEMS SUCH AS SIGN AND MENU EQUIPMENT, ETC.
6. UNLESS PROVIDED FOR IN THE PLANS, CONTRACTOR SHALL DEVELOP A CONCRETE PAVEMENT JOINTING PLAN USING THE PROPOSED SITE PLAN AND SITE CONDITIONS.
7. ALL CONCRETE PAVEMENT SHALL MEET CITY OF DUNCANVILLE SPECIFICATIONS AND HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI.
8. ALL PAVEMENT MARKINGS FOR PARKING STALLS SHALL BE 4" WIDE WHITE MARKINGS, EXCEPT ACCESSIBLE STALLS SHALL BE IN ACCORDANCE WITH ADA AND CITY OF DUNCANVILLE SPECIFICATIONS.
9. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL ACCESSIBLE AREAS AND ROUTES ARE BUILT IN ACCORDANCE WITH THE PLANS AND THE CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN. THE SITE MAY BE INSPECTED BY THE CITY PERSONNEL FOR COMPLIANCE WITH THE STANDARDS.

-

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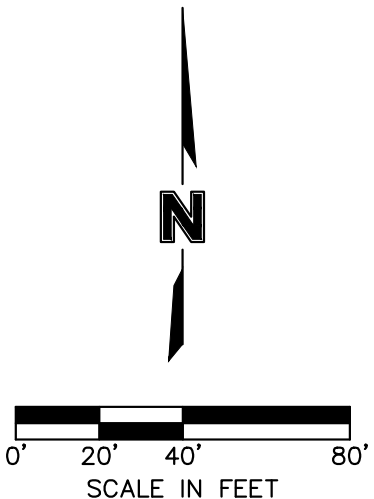
NOTES:

1. ALL PARKING SPACES ADJACENT TO LANDSCAPE WILL HAVE AN 18" WIDE, 3" DEEP, DECOMPOSED GRANITE STRIP WITH FILTER FABRIC CONTAINED BY STEEL EDGING AS SHOWN.
2. ALL STEEL EDGING TO BE .25", HEAVY DUTY, BLACK STEEL EDGING IN 12' LENGTHS.
3. ALL AREAS WITHIN THE PROPERTY BOUNDARY NOT BUILT, PAVED, LANDSCAPED OR OTHERWISE DEVELOPED TO BE SOLID SODDED WITH TIF 419 BERMUDA GRASS.
4. ALL LANDSCAPE AREAS TO BE WATERED BY AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY A LICENSED IRRIGATOR IN THE STATE OF TEXAS.
 - 4.a. IRRIGATION CONTROLLER TO BE WI-FI ENABLED SMART CONTROLLER HUNTER HYDRAWISE OR EQUAL. INCLUDE FREEZE AND RAIN SENSORS AND FLOW METERS FOR MONITORING.
 - 4.b. ALL TREES TO HAVE MIN TWO (2) DEEP ROOT TREE BUBBLERS AT EACH TREE. BUBBLERS TO BE ON SEPERATE ZONE FROM ALL OTHER ZONES.
 - 4.c. ALL PLANTING BEDS TO BE DRIP IRRIGATION. DIVIDE ZONES PER SUN EXPOSURE.
 - 4.d. ALL GRASS AREAS LARGER THAN 5'-0" WIDTH TO BE MP ROTATOR. NO SPRAY HEADS. ALL LAWN AREAS TO BE FULLY IRRIGATED WITH 100% HEAD-TO-HEAD COVERAGE.
 - 4.e. PROVIDE 4" PVC SLEEVES AS NEEDED TO CONNECT IRRIGATION ZONES TO ALL PLANTED MEDIANS OR OTHER LANDSCAPE AREAS SEPARATED BY PAVEMENT PRIOR TO PAVEMENT INSTALLATION.
 - 4.f. NO IRRIGATION SPRAY IS TO BE DIRECTED ONT WALKWAYS OR OTHER PAVEMENT.
 - 4.g. ALL IRRIGATION LINES SHALL BE LEAK TESTED PRIOR TO BURIAL.
 - 4.h. SPRINKLER HEADS TO BE INSTALLED ONLY AFTER SYSTEM HAS BEEN COMPLETELY FLUSHED.
 - 4.i. ALL IRRIGATION AND RELATED EQUIPMENT INCLUDING (BUT NOT LIMITED TO) PIPING, VALVES, CONTROLLERS, BACKFLOW PREVENTER(S), THRUST BLOCKS, CONTROL WIRE, VALVE BOXES, SPRINKLER HEADS, RISERS, ETC. TO BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
 - 4.j. 'AS-BUILT' DRAWINGS FOR ALL IRRIGATION PLUMBING AND EQUIPMENT SHALL BE ACCURATELY MAINTAINED DURING INSTALLATION AND PROVIDED TO OWNER AT TIME OF FINAL IRRIGATION MUST FOLLOW ALL TCEQ 30 TAC 344.
 - 4.k. REGULATIONS.

GENERAL PLANTING NOTES

1. QUANTITIES NOTED REPRESENT LANDSCAPE ARCHITECT'S ESTIMATE ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES OF PLANT MATERIAL AS WELL AS MISCELLANEOUS ITEMS SUCH AS EDGING, BED PREPARATIONS AND MULCH PRIOR TO BIDDING AND PROVIDE REVISED QUANTITIES AT TIME OF BID.
2. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO WORK IS TO BE PERFORMED. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. ADJUST PLANTING TO AVOID CONFLICTS.
3. CONTRACTOR SHALL EXAMINE ALL AREAS AND CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTIFY LANDSCAPE ARCHITECT OF ANY CONDITIONS DETRIMENTAL TO PROPER AND TIMELY COMPLETION OF WORK.
4. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO LATEST EDITION OF THE TEXAS NURSERY & LANDSCAPE ASSOCIATION (TNLA) SPECIFICATIONS, GRADES AND STANDARDS.
5. HANDLE ALL PLANT MATERIALS IN ACCORDANCE WITH BEST HORTICULTURAL PRACTICES SO THAT ROOTS AND ROOT BALLS ARE ADEQUATELY PROTECTED FROM MECHANICAL INJURY, SUN, DRYING WINDS, AND ANY OTHER DETRIMENTAL EFFECTS. PLANTS SHALL NOT BE BOUND WITH NYLON ROPE OR WIRE IN A MANNER THAT WOULD DAMAGE BARK, BREAK BRANCHES OR DESTROY THEIR NATURAL SHAPE.
6. BED PREPARATION FOR ALL BEDS IS AS FOLLOWS:
 - 6.a. TILL SUBGRADE TO A 6" TO 8" DEPTH TO BREAK HARDPAN. FLOOD WITH WATER TO INSURE GOOD DRAINAGE. IF GOOD DRAINAGE DOES NOT EXIST, STOP WORK AND NOTIFY LANDSCAPE ARCHITECT.
 - 6.b. APPLY 3" OF GENERAL COMPOST AND 1" AND EXPANDED SHALE ACROSS ENTIRE BED.
 - 6.b.a. FOR ALL PALM TREE BED ADD 6" OF GREENSAND TO MIXTURE.
 - 6.c. TILL INTO BED TO A DEPTH OF 12" TO CREATE A FINE, LOOSE, FRIABLE SOIL SUITABLE FOR PLANTING.
 - 6.d. FINISHED BED SHALL BE MOUND IN THE CENTER OR HIGH IN THE REAR OF BED TO INSURE GOOD DRAINAGE TAKING INTO ACCOUNT FOR SETTLEMENT AND DISPLACEMENT FROM SHRUBS.
7. TREE PITS SHALL HAVE ROUGHENED SIDES AND BE MINIMUM TWO TIMES WIDER THAN THE ROOT BALL.
 - 7.a. FOR PALM TREES DIG PIT THREE TIMES SIZE OF ROOT BALL OR CONTAINER IN WIDTH AND DEPTH.
8. CONTRACTOR SHALL INSURE THAT PROPER DRAINAGE EXISTS IN ALL TREE PITS. FILL PIT FULL OF WATER PRIOR TO PLANTING. IF AFTER A 24 HOUR PERIOD, WATER HAS NOT DRAINED OUT, PUMP WATER OUT, DRILL A 6" HOLE IN LOW SIDE OF BOTTOM OF PIT, BREAK THROUGH HARDPAN, ADD PEA GRAVEL, FABRIC AND A 4" SLUMP PIPE. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DRAINAGE ISSUES.
9. PLANT TREES SUCH THAT THE BOTTOM OF THE ROOT FLARE SITS VISIBLY, 6" ABOVE FINISHED GRADE BEYOND THE PLANTING RING.
10. BACKFILL ALL TREE PITS WITH NATIVE TOPSOIL FREE OF ANY ROCK OR OTHER NON-NATIVE DEBRIS. BURLAP, TWINE AND WIRE BASKETS SHALL BE COMPLETELY REMOVED PRIOR TO BACKFILLING.
11. PROVIDE A MINIMUM 2" LAYER OF SHREDDED HARDWOOD AND PINE STRAW MULCH MIXTURE OVER ALL COMPLETED PLANTINGS AND A 3-4" LAYER OVER TREE ROOT BALLS. PULL BACK 1-2" FROM TRUNK OF ALL TREES.
12. CONTRACTOR SHALL ADD AN APPROVED FERTILIZER APPROPRIATE TO NEW PLANTING AND LAWN TURF THAT IS APPROPRIATE TO SEASON OF YEAR.
13. CONTRACTOR SHALL REMOVE ALL DEBRIS GENERATED BY WORK OPERATIONS. LEAVE ENTIRE PLANTING AREA IN A RAKED CONDITION FREE OF DEBRIS AND ALL PAVED AREA ADJOINING THE PLANTING AREAS IN A BROOM CLEAN CONDITION READY FOR FINAL ACCEPTANCE.
14. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
15. ALL REQUIRED VEGETATIVE LANDSCAPING SHALL BE MAINTAINED IN A GOOD HEALTH, DEAD, DAMAGED, OR DISEASED LANDSCAPING MUST BE PROMPTLY REPLACED, AND IN ANY EVENT WITHIN THE TIME REQUIRED BY THE BUILDING OFFICIAL. REPLACEMENT LANDSCAPING MUST BE OF SUBSTANTIALLY THE SAME TYPE.
16. CONTRACTOR SHALL GUARANTEE ALL PLANTING FOR ONE (1) YEAR AFTER FINAL ACCEPTANCE. OWNER SHALL BE RESPONSIBLE FOR PROPER MAINTENANCE OF PLANTS AFTER FINAL ACCEPTANCE. DEAD MATERIALS NOT IN VIGOROUS, THRIVING CONDITION SHALL BE REPLACED WITHIN 15 DAYS OF NOTIFICATION. REPLACE PLANTS WHICH HAVE PARTIALLY DIED, THEREBY DAMAGING SHAPE, SIZE OR SYMMETRY. PLANTS SHALL BE REPLACED WITH SAME KIND AND SIZE AS ORIGINALLY PLANTED AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL PROVIDE ONE (1) YEAR GUARANTEE ON FIRST REPLACEMENT OF PLANT ONLY.
17. ALL LANDSCAPED AREAS NOT COVERED BY BUILDING, PARKING, WALKS, OR OTHER NON-PERMEABLE STRUCTURE, SHALL BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE CITY IS REQUIRED FOR EACH IRRIGATION SYSTEM.

LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED
NO EXISTING PROTECTED TREES	-	-
LANDSCAPE AREA		
LOT AREA (48,089 SF)	9617 SF(20%)	26,658 SF(55%)
• TREES (1 PER 400 SF)	24	30
• SHRUBS (1 PER 25 SF)	384	392
STREET YARD LANDSCAPING	20%	75%
• STREET YARD AREA - 17,144 sf		
• LANDSCAPE AREA - 12,975 sf		
LANDSCAPE BUFFER	Y	Y
• 1 TREE PER 40 LF -633 LF	16	16
PARKING LOT LANDSCAPE	Y	Y
• AREA (25 SF PER SPACE)	225 SF	1902 SF
• TREE (1 PER 15 SPACES)	1	3
• PROXIMITY	Y	Y
• TREERMINUS/ISLANDS	Y	Y
UNOBSTRUCTED VISIBILITY TRIANGLE	Y	Y
CONCRETE CURB	Y	Y



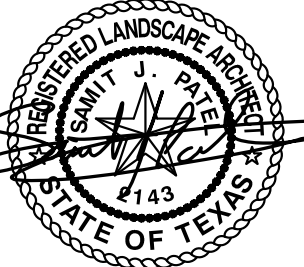
LANDSCAPE PLAN

SCOOTER'S COFFEE

DUNCANVILLE, TEXAS

drawn by: BLC
checked by: WP
approved by: WP
QA/QC by: WP
project no.: 022-02080
drawing no.: ABC.DWG
date: 07.01.22

SHEET
L1.00



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REVISIONS

2022



1. THIS DESIGN IS SHOWN IN A DIAGRAMMATIC FORM. ALL COMPONENTS ARE SHOWN FOR THE PURPOSE OF CLARIFICATION AND LEGIBILITY. ALL WORK SHALL CONFORM TO SPECIFICATIONS AND DETAILS INCLUDED IN THE DRAWING PACKAGE. IRRIGATION MAINS TO BE INSTALLED LANDSCAPE VALVES, SUB-METER, BACKFLOW PREVENTER AND OTHER IRRIGATION CONTROL EQUIPMENT SHALL BE INSTALLED IN THE MIDDLE OF THE DRIVEWAY. ALL VALVES SHALL BE INSTALLED IN PVC SLEEVES UNDER PAVEMENT OR OTHER HARDCAPE AS INDICATED ON PLANS.
2. VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
3. CONTACT LANDSCAPE ARCHITECT AND COORDINATE ALL REVIEWS PRIOR TO COMMENCEMENT OF WORK.
4. IRRIGATION CONTRACTOR SHALL VERIFY PRESSURE AT ALL TAP LOCATIONS PRIOR TO THE INSTALLATION OF ANY COMPONENTS OF THE IRRIGATION SYSTEM. NOTIFY LANDSCAPE ARCHITECT IF THE MINIMUM REQUIREMENTS FOR FLOW AND PRESSURE NOTED IN THE IRRIGATION SCHEDULES CAN NOT BE MET.
5. CONTRACTOR SHALL INSTALL ALL IRRIGATION EQUIPMENT IN THE TURF AREAS AND PLANTING BEDS IN A MANNER SO AS TO CONFORM WITH THE VARIOUS DETAILS, PLAN NOTES AND CONDITIONS FROM LANDSCAPE ARCHITECT.
6. EXPERTISE EXTREME CARE IN EXCAVATING AND WORKING NEAR EXISTING TREES AND UTILITIES. THE CONTRACTOR SHALL VERIFY LOCATION AND CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR DAMAGE TO TREES OR UTILITIES. FIELD ADJUST SPRINKLER LOCATIONS SO THAT THERE IS NO CONFLICT WITH ANY EXISTING UTILITIES OR TRAFFIC PATTERNS.
7. PROTECT AT ALL TIMES THE WORK FROM DAMAGE AND THEFT. REPLACE ALL DAMAGED OR STOLEN PARTS AT CONTRACTORS EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER.
8. THE FINAL LOCATION AND EXACT POSITIONING OF THE AUTOMATIC CONTROLLER SHALL BE APPROVED BY THE OWNERS AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
9. IRRIGATION CONTRACTOR RESPONSIBLE TO COORDINATE 110 ELECTRICAL SERVICE FOR THE CONTROLLER WITH BUILDING GENERAL CONTRACTOR. POWER SUPPLY CONNECTION BY IRRIGATION CONTRACTOR.
10. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE. INSTALL PRS-DIAL PRESSURE REGULATING MODULES ON ALL VALVES OPERATING AT PRESSURES HIGHER THAN 5 PSI. OPERATIONS TO BE DETAILED IN THE CONTROLLER SCHEDULES FOR EACH ZONE.
11. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWING WHEN IT IS OBVIOUS IN THE FIELD THAT WIND CONDITIONS, OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREAS DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED DURING DESIGN. BRUSH OR REMOVE OBSTRUCTIONS FROM THE SPRINKLER HEADS PRIOR TO THE LANDSCAPE REVISION. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND COSTS FOR ALL NECESSARY REVISIONS.

12. CONTRACTOR SHALL PLACE ALL ZONE CONTROL VALVES AND QUICK CLOSURE VALVES IN LANDSCAPE BEDS, AS POSSIBLE. PLACE VALVE BOXES A MINIMUM OF 1'0" FROM ANY PLANT MATERIAL AND 1'0" FROM ANY POINT EDGE. REQUIRED VALVES TO BE EQUALLY SPACED.
13. ADJUST HEAD LOCATION IF SPRAY IS DETRIMENTAL TO OR BLOCKED BY TREE, SHRUB OR STRUCTURE, MAINTAINING EVEN COVERAGE OF PLANTED AREAS.
14. INSTALL ALL MAINLINES TO SLOPE AT 1% MINIMUM TO MANUAL DRAIN VALVES LOCATED AT LOW POINTS OF MAIN SYSTEM.
15. ALL SPRINKLER HEADS AND TURF ROTORS SHALL BE ADJUSTED SO THEY DO NOT SPRAY ONTO WALKS, RETAINING WALLS, BUILDINGS OR THE PLAZA AREAS.
16. THE IRRIGATION SYSTEM IS DESIGNED TO BE DRAINED AND BLOWN OUT WITH PRESSURIZED AIR FROM THE STREET END OF THE SYSTEM. THE CONTRACTOR SHALL DRAIN AND BLOW OUT THE SYSTEM AS NECESSARY UNTIL SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL BLOW OUT THE SYSTEM AND INSTRUCT THE OWNER ON THE PROCEDURES FOR THE FIRST FALL WINTER FOLLOWING THE NOTICE OF SUBSTANTIAL COMPLETION.
17. THE CONTRACTOR SHALL PRESSURIZE AND MAKE OPERATIONAL THE SYSTEM IN THE SPRING, AFTER ALL CHANGES OF FREEZING TEMPERATURES PASSES. UNTIL NOTICE OF SUBSTANTIAL COMPLETION, THE CONTRACTOR SHALL PRESSURIZE AND MAKE OPERATIONAL THE SYSTEM AND INSTRUCT THE OWNER ON PROCEDURES FOR THE FIRST SPRING FOLLOWING THE NOTICE OF SUBSTANTIAL COMPLETION.
18. CONTRACTOR SHALL INSTALL SLEEVES UNDER HARDSCAPE AT ALL POINTS WHERE IRRIGATION MAIN LINE UNDER LAYERS ARE LOCATED.
19. ALL IRRIGATION EQUIPMENT INCLUDING VALVES, MAINLINES AND LATERALS SHALL BE LOCATED ON THE OWNERS PROPERTY.
20. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS, ORDINANCES, RULES REGULATIONS OR ORDERS. THE SYSTEM SHALL BE DESIGNED TO BE THE MOST EFFICIENT AND ECONOMICAL SYSTEM AVAILABLE AND IS PROPERLY ADJUSTED FOR THE MOST EFFICIENT APPLICATION OF WATER AT THIS TIME.

RIGHT OF WAY / PROPERTY LINE

FULL CIRCLE SPRAY HEAD; REF: 2/L490

THREE QUARTER CIRCLE SPRAY HEAD; REF: 2/L490

HALF CIRCLE SPRAY HEAD; REF: 2/L490

ONE THIRD CIRCLE SPRAY HEAD; REF: 2/L490

QUARTER CIRCLE SPRAY HEAD; REF: 2/L490

SIDE STRIP SPRAY HEAD; REF: 2/L490

END STRIP SPRAY HEAD; REF: 2/L490

ROTOR; REF: 1/L490

POTABLE WATER SERVICE LINE

MAINLINE, SIZE AS SHOWN; REF: 5/L491

LATERAL PIPE, SIZE AS SHOWN; REF: 5/L491

LANDSCAPE DIAPHRANE; REF: 3, 4, 5, 6, 7 & 8/L490

SCHEDULE 40 PVC SLEEVE

IRRIGATION WATER METER

BACKFLOW PREVENTER

IRRIGATION POINT OF CONNECTION

MASTER CONTROL VALVE

ZONE CONTROL VALVE

MANUAL GATE VALVE

QUICK COUPLER VALVE

FLOW SENSOR

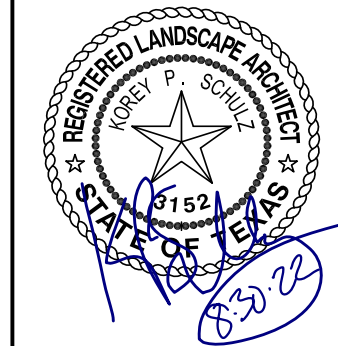
AUTOMATIC CONTROLLER

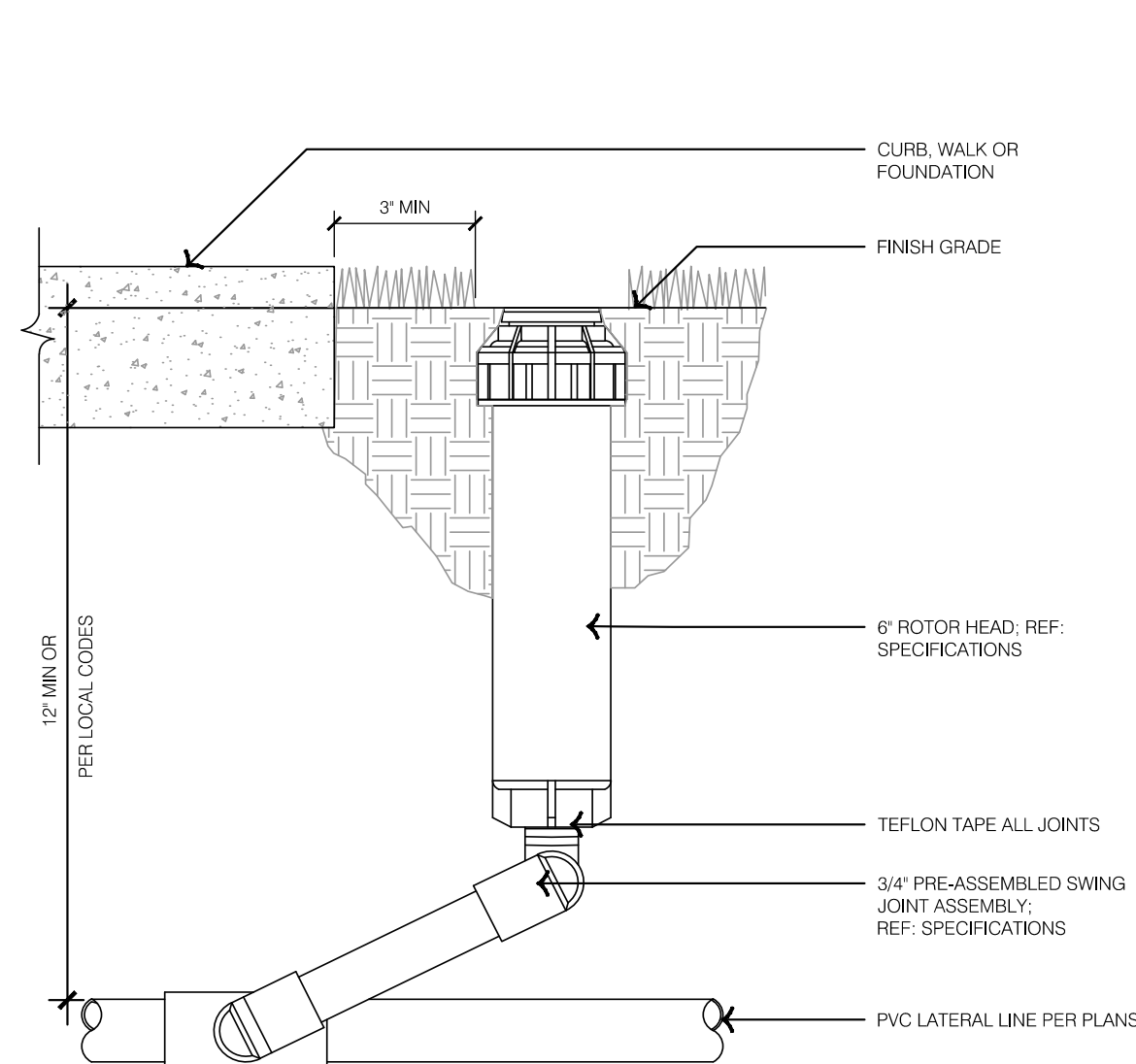
RAIN/FREEZE SENSOR

1	POTABLE WATER IRRIGATION MAINLINES MUST BE 2" PVC PIPE OR AS SHOWN ON PLANS, REF: 5/L-4/91
2	POTABLE WATER IRRIGATION LATERALS TO BE 1" PVC PIPE OR AS SHOWN ON PLANS, REF: 5/L-4/91
3	POTABLE WATER IRRIGATION SLEEVES SHALL BE 4" PVC SCHEDULE 40 PIPE OR AS SHOWN ON THE PLANS.
4	POTABLE WATER IRRIGATION SLEEVES SHALL BE 4" PVC SCHEDULE 40 PIPE OR AS SHOWN ON THE PLANS.
5	IRRIGATION CONTROL WIRE SLEEVES SHALL BE 4" PVC SCHEDULE 40 PIPE OR AS SHOWN ON THE PLANS.
6	IRRIGATION CONTROL SIGNAL SHALL BE RAIN BIRD ESP-VAQUE MODULAR SERIES WALL MOUNTED CONTROLLER. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ELECTRICAL SERVICE TO THE CONTROLLER LOCATION IS TO BE COORDINATED BY THE GENERAL CONTRACTOR AND PROVIDED BY ELECTRICAL CONTRACTOR. POWER HOOKUP TO THE CONTROLLER BY IRRIGATION CONTRACTOR. INSTALL CONTROLLER PER MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS, REF: 7/L-4/91
7	IRRIGATION POINT OF CONNECTION: IRRIGATION CONTRACTOR SHALL CONNECT IRRIGATION MAINLINE TO WATER MAIN AT REQUIRED LOCATION, OR STATE REGULATIONS. IRRIGATION TAP SHALL OCCUR AFTER METER AND BACKFLOW PREVENTER PROVIDED BY GENERAL CONTRACTOR, REF: 6/L-4/91
8	IRRIGATION WATER METER, REF: CIVIL PLANS
9	BACKFLOW PREVENTER, REF: SPECIFICATIONS
10	1-1/2" RAIN BIRD MODEL MASTER VALVE CONNECTED TO POTABLE IRRIGATION MAINLINE AFTER IRRIGATION POINT OF CONNECTION, METER, AND BACKFLOW PREVENTER, REF: VIEWNUMBER
11	RAIN BIRD PEB MODEL CONTROL VALVE TO BE USED ON ALL POTABLE WATER IRRIGATION MAINLINES. IRRIGATION SCHEDULE FOR SIZE, FLOW, AND PRESSURE REQUIREMENTS, REF: 6/L-4/90
12	RAIN BIRD AXX-4000-300 CM DIP CONTROL VALVE TO BE USED ON ALL POTABLE WATER IRRIGATION MAINLINES, REF: 6/L-4/90
13	QUICK COUPLER VALVE LOCATED ON POTABLE WATER SHALL BE RAIN BIRD 4PC WITH YELLOW CAP LOCATED IN 10' ROUND VAULT BOX, REF: 2/L-4/91
14	INSTALL MANUAL GATE VALVE IN LOCATIONS INDICATED ON IRRIGATION MAINLINES. MANUAL GATE VALVE TO MATCH SIZE OF MAINLINE PIPE, REF: 4/L-4/91
15	RAIN BIRD SERIES FLOW SENSOR, PER SPECIFICATIONS, REF: 12/L-4/90 & 7/L-4/91.
16	RAIN BIRD RAINWEEZER SENSOR, INSTALLED PER SPECIFICATIONS. FINAL LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT, REF: 6/L-4/91.

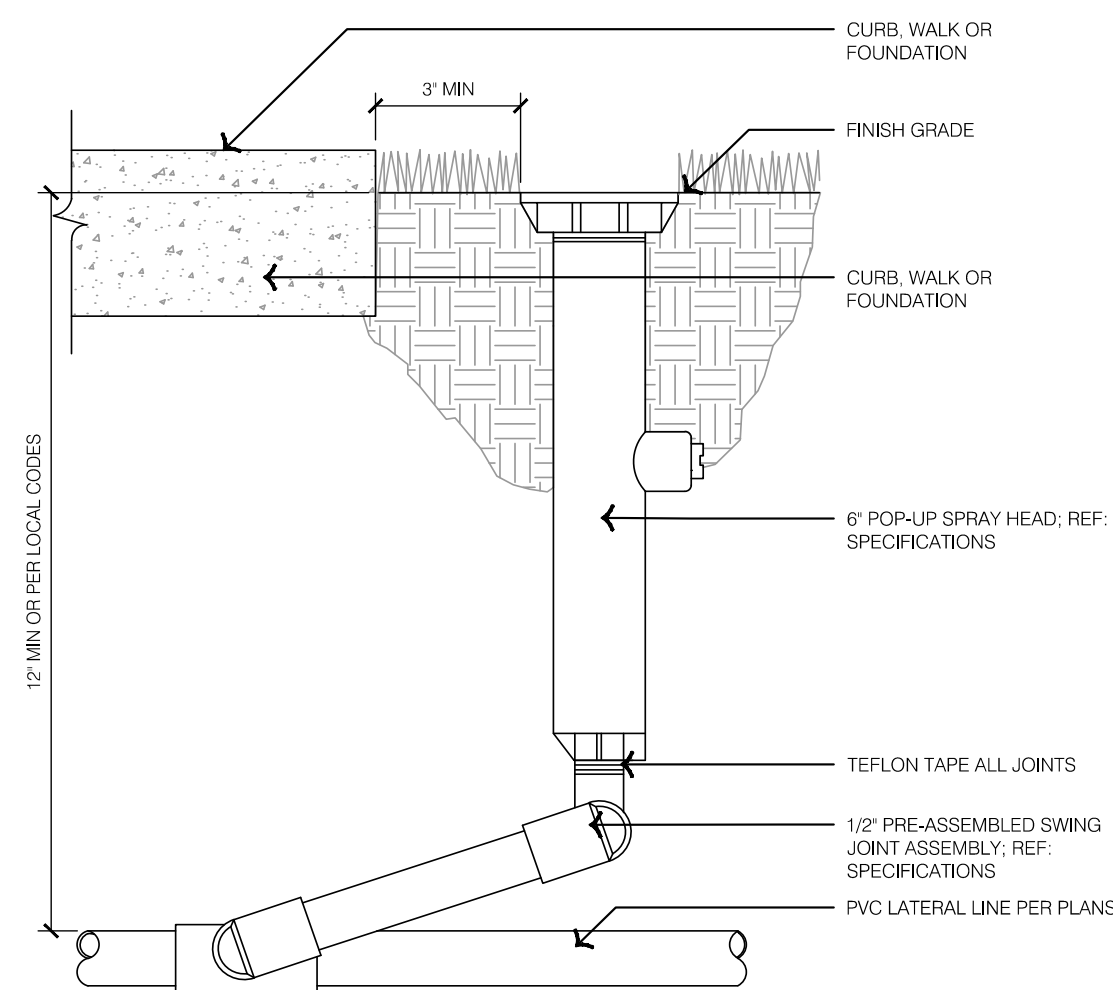
drawn by: _____ TS
checked by: _____ BM
approved by: _____ BM
QA/QC by: _____ KPS
project no.: _____ 02202080
drawing no.: RR01_02202080.DWG
date: _____ 8.30.2022

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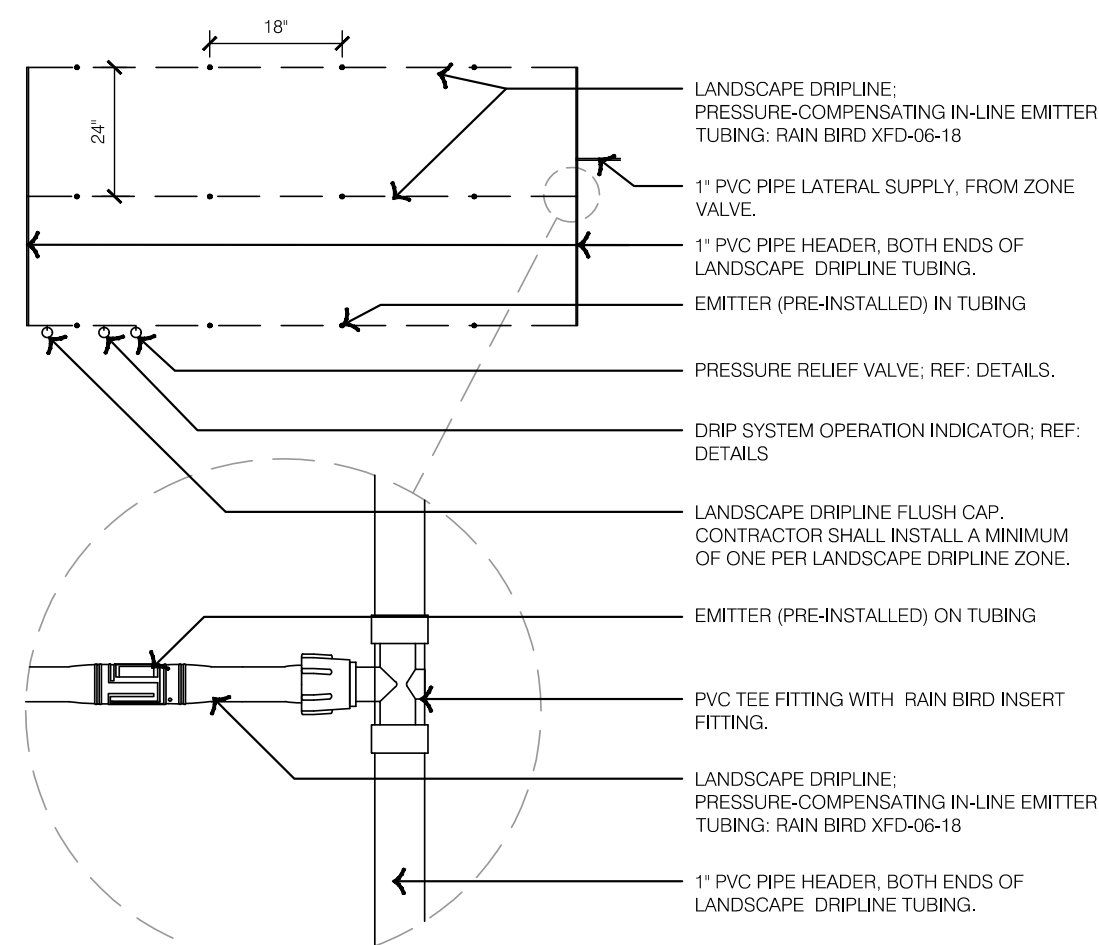




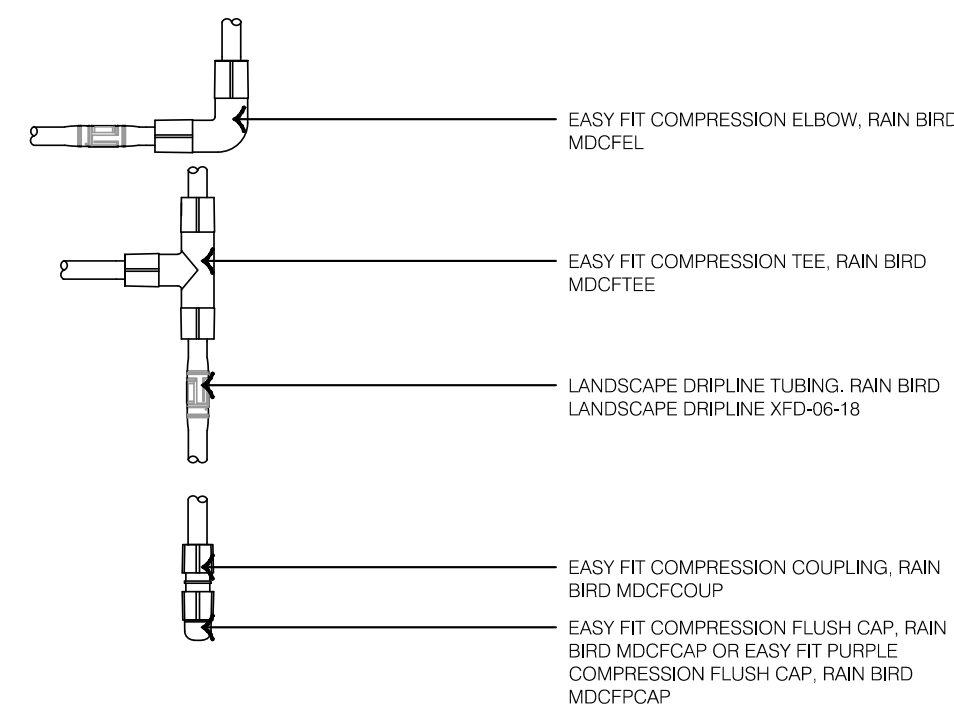
1 6 IN. POP-UP ROTOR HEAD - POTABLE WATER



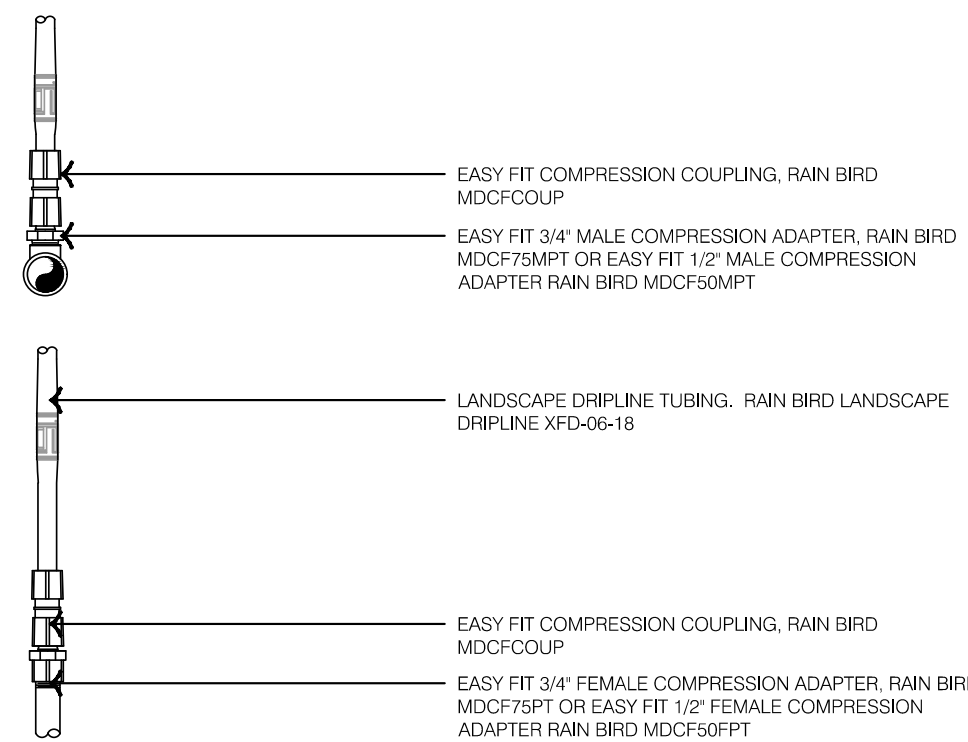
2 6 IN. POP-UP SPRAY HEAD - POTABLE WATER



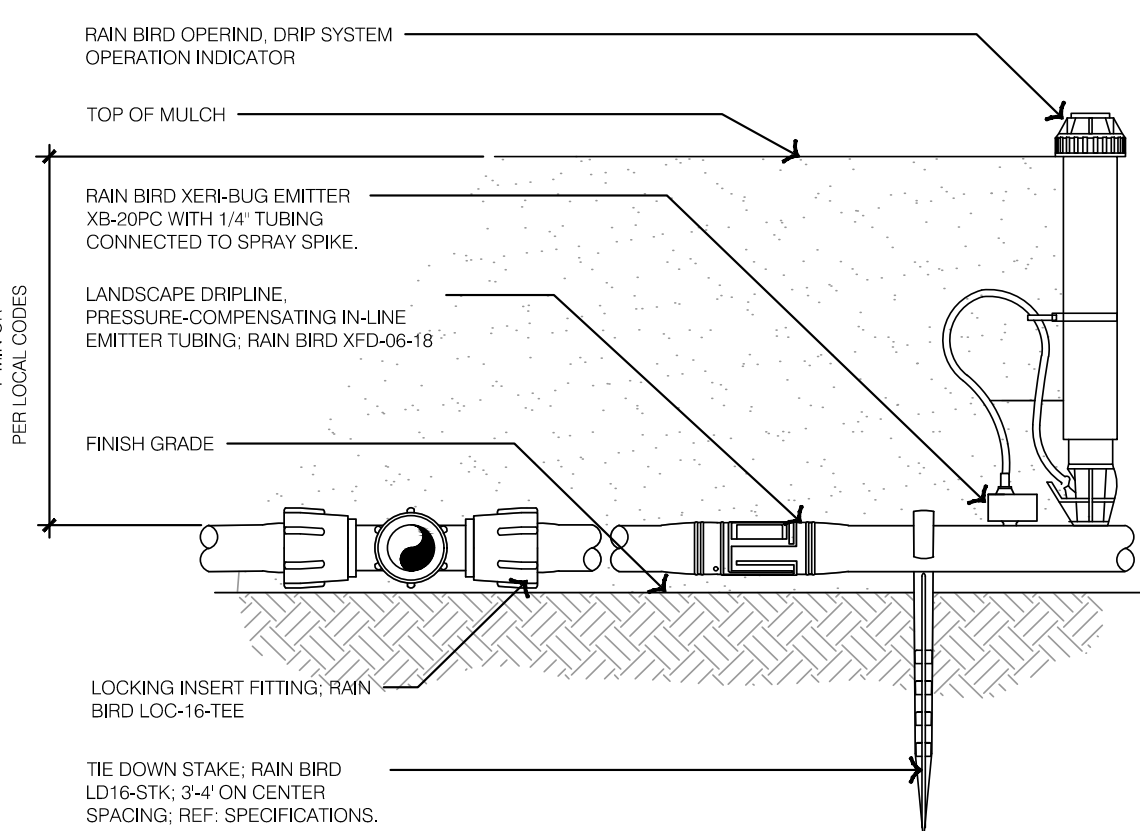
3 LANDSCAPE DRIPLINE LAYOUT TYPICAL - POTABLE WATER



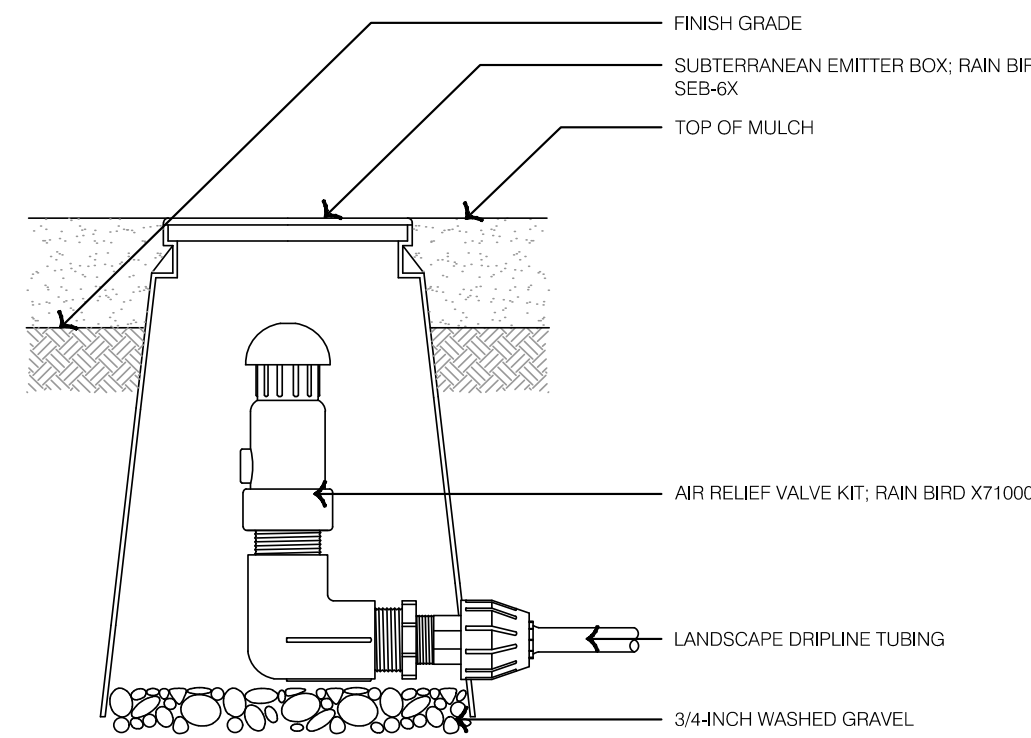
4 LANDSCAPE DRIPLINE EASY FIT COMPRESSION FITTINGS - POTABLE WATER



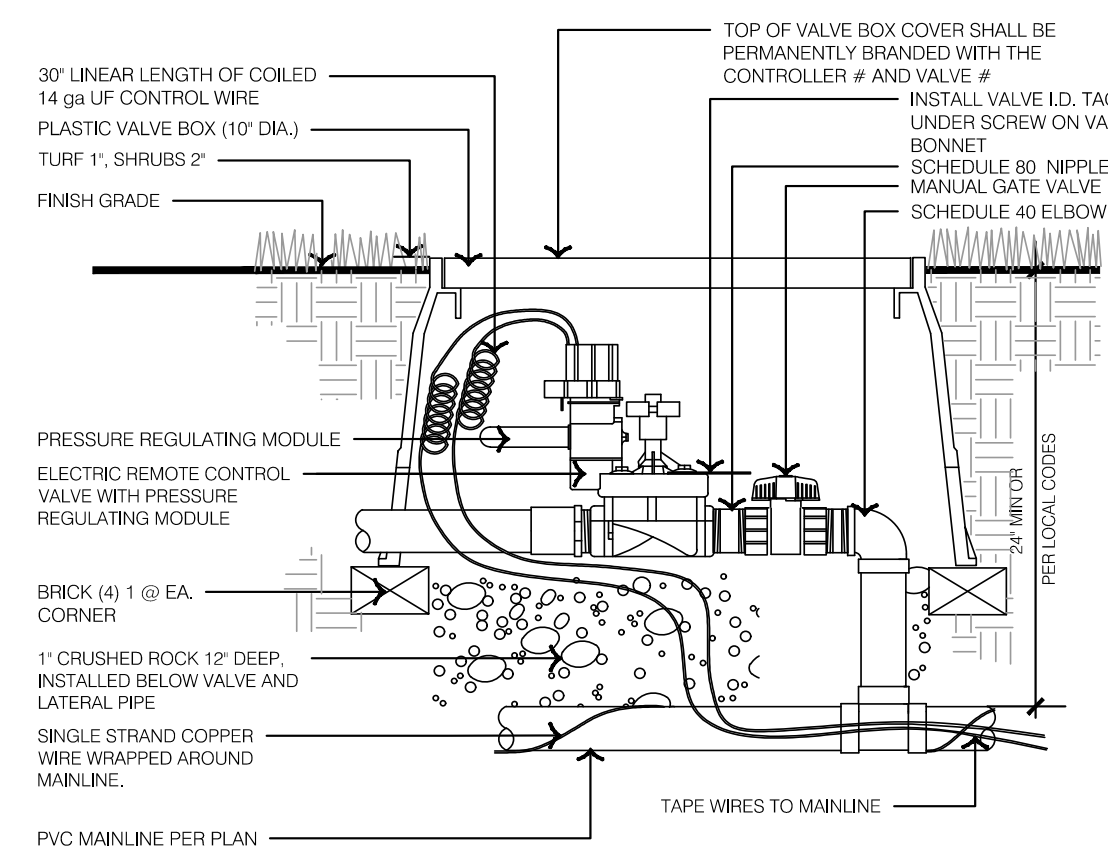
5 LANDSCAPE DRIPLINE EASY FIT COMPRESSION ADAPTERS - POTABLE WATER



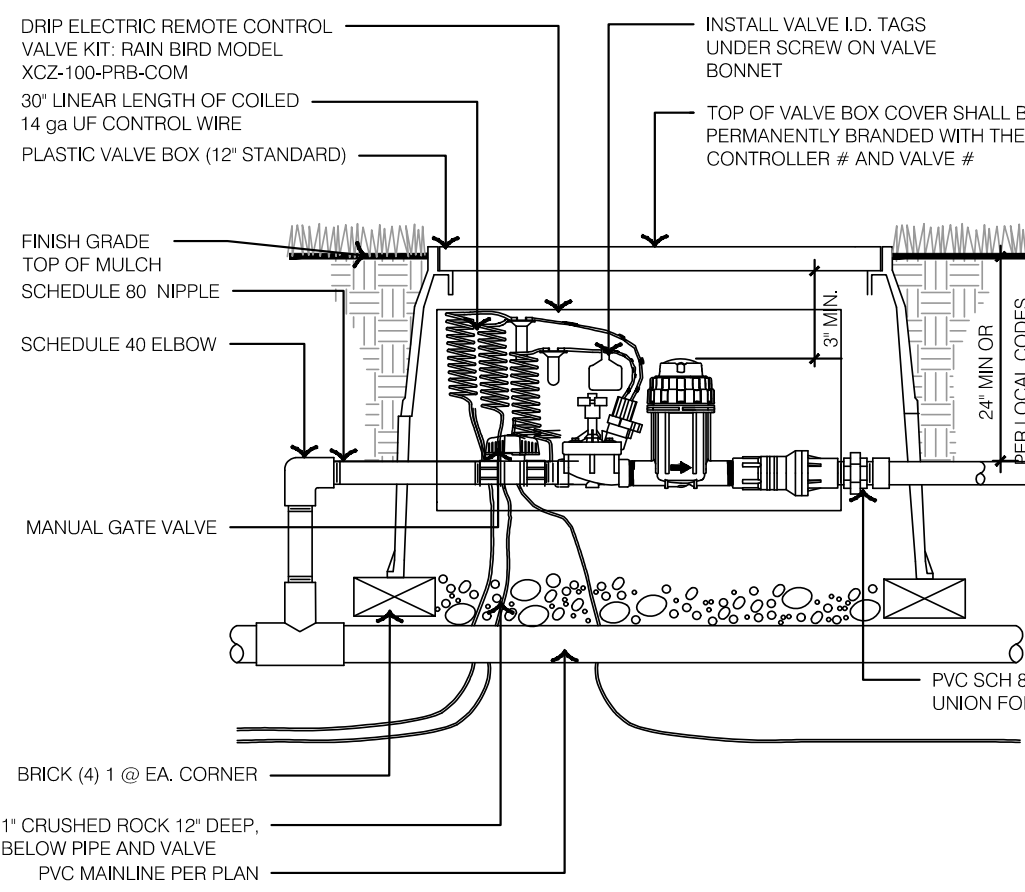
6 LANDSCAPE DRIPLINE CONNECTION - POTABLE WATER



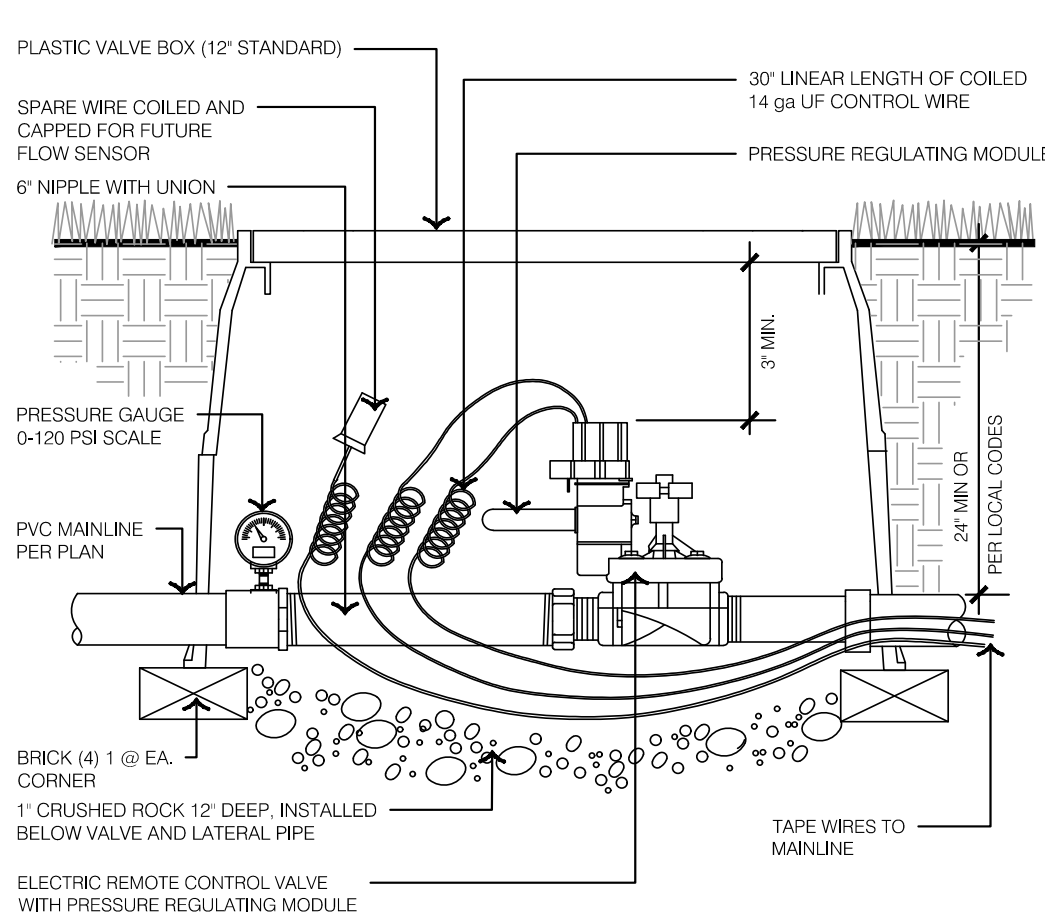
7 LANDSCAPE DRIPLINE AIR VALVE KIT - POTABLE WATER



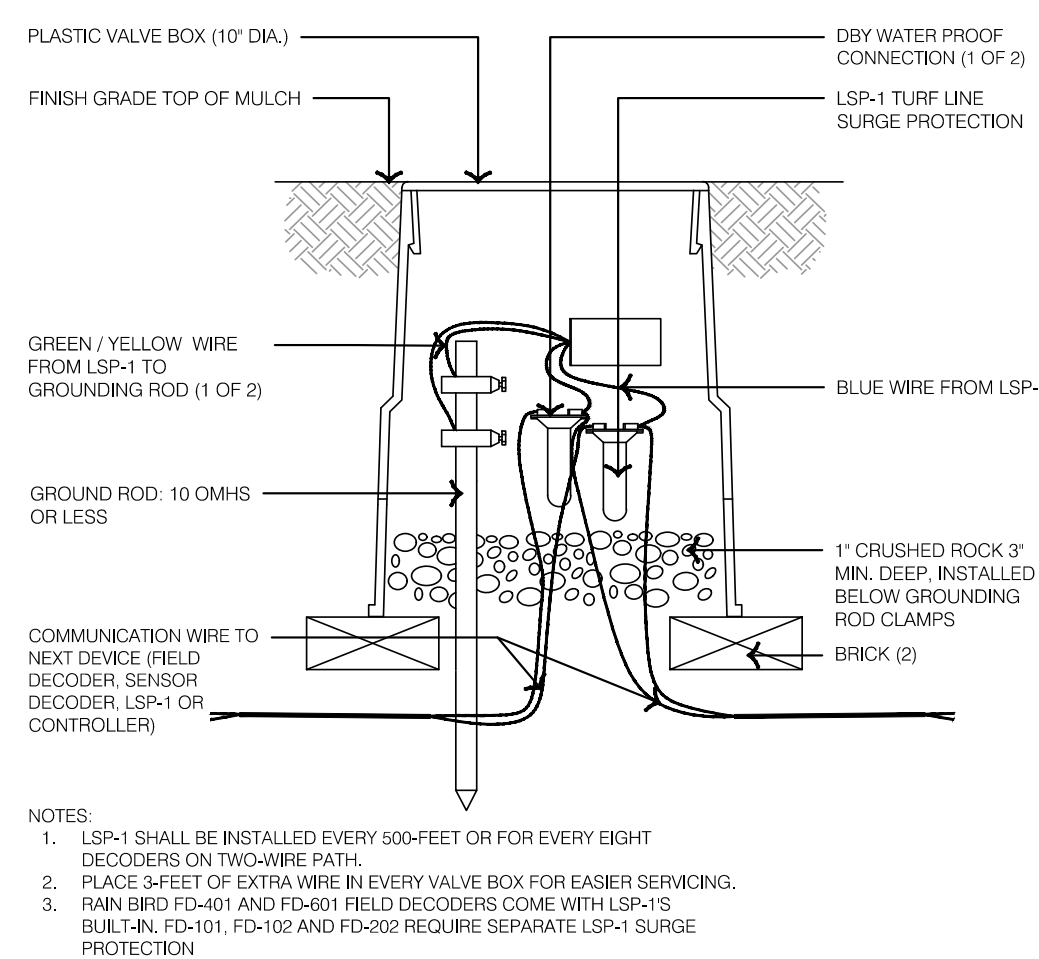
8 REMOTE CONTROL VALVE - POTABLE WATER



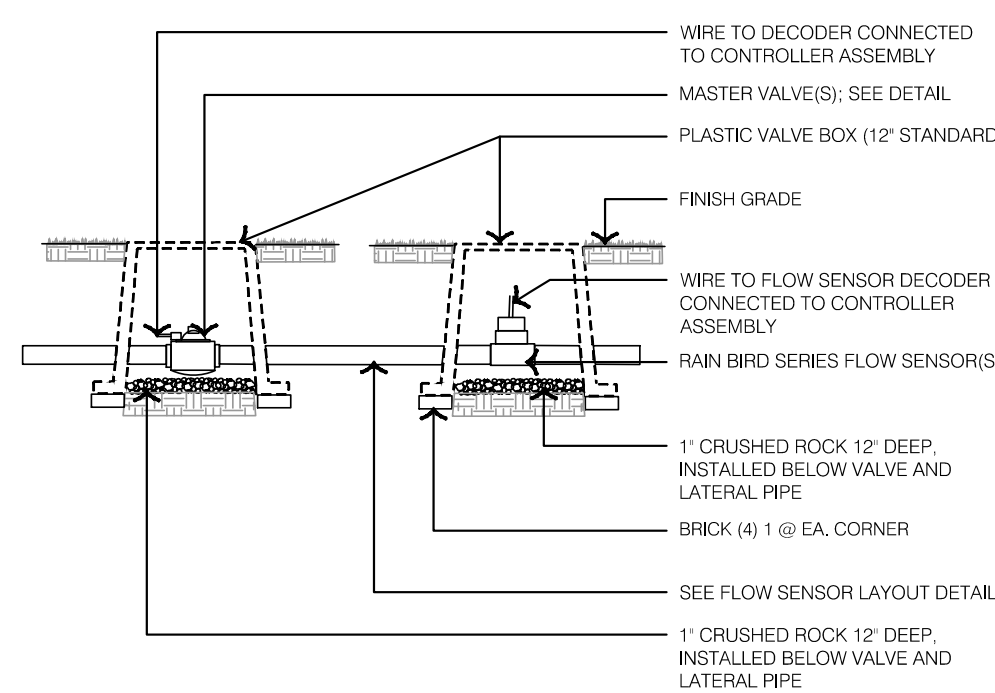
9 DRIP REMOTE CONTROL VALVE - POTABLE WATER



10 MASTER VALVE - POTABLE WATER

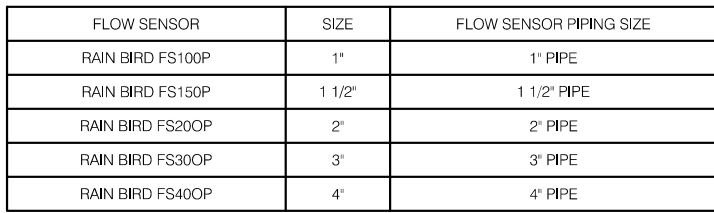


11 LINE SURGE PROTECTION

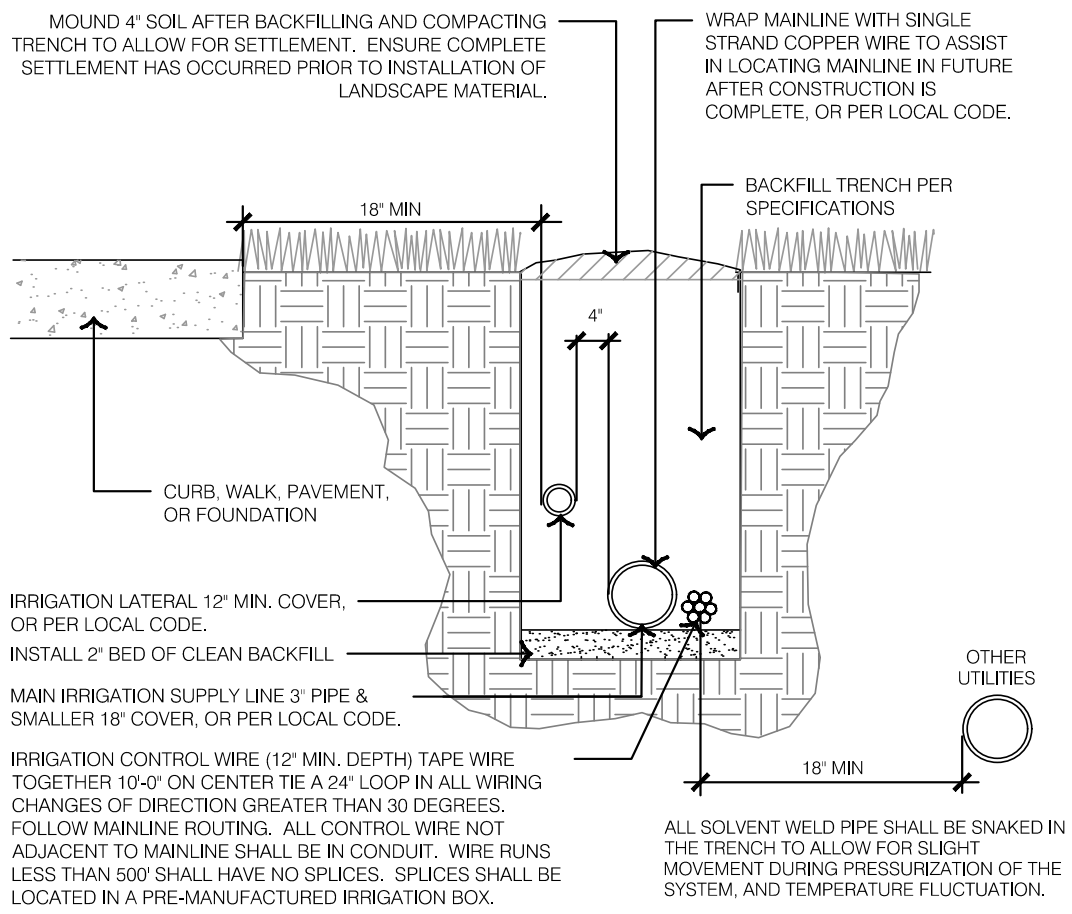


12 MASTER VALVE & FLOW SENSOR TYPICAL - POTABLE WATER

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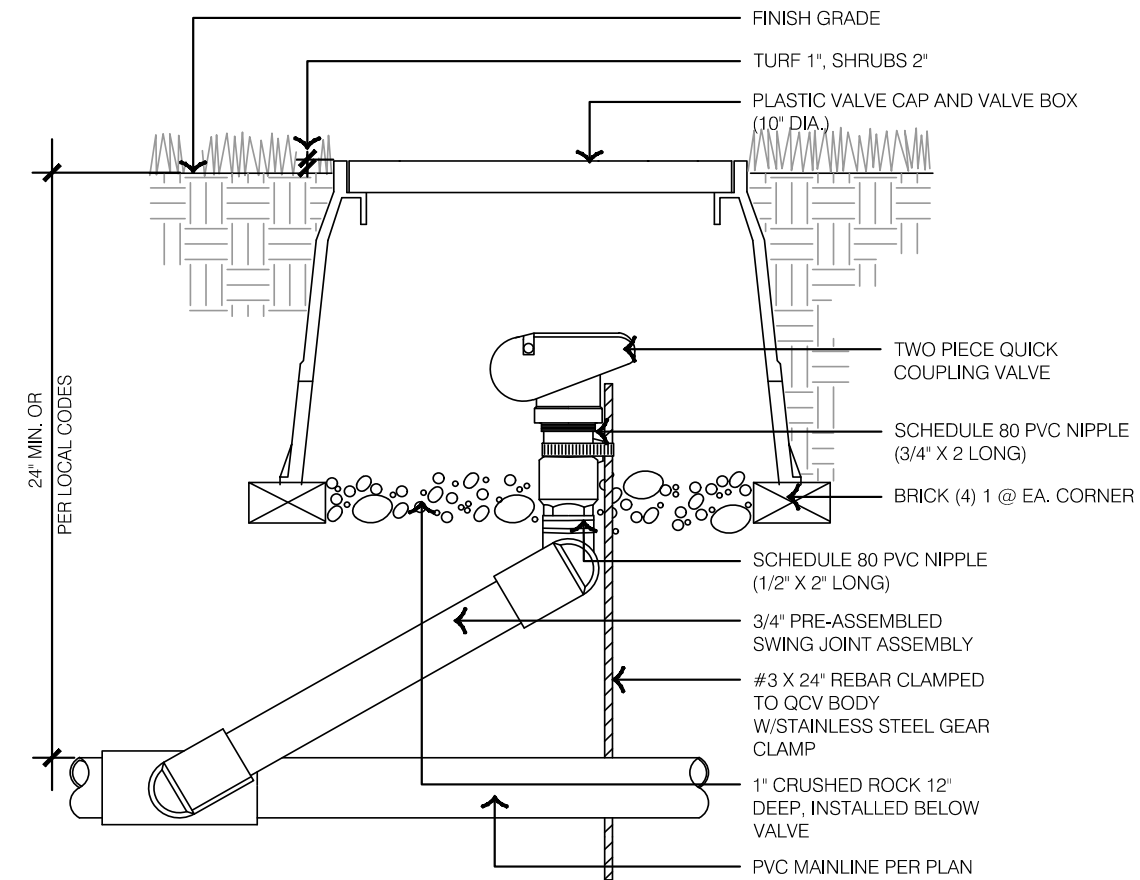
1 FLOW SENSOR TYPICAL LAYOUT - POTABLE WATER



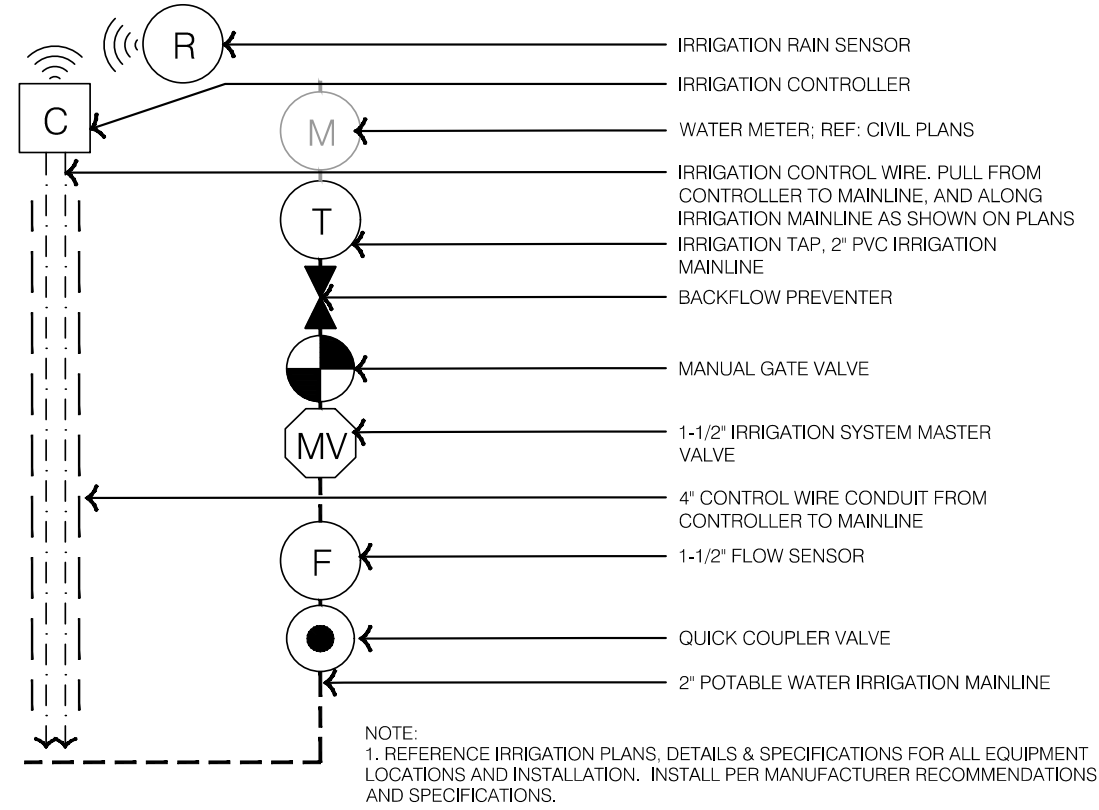
5 TRENCHING DETAIL - POTABLE WATER

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	DESIGN FS
1	RAN BRD PEPR-S-D	1-1/2"	TURF ROTOR	21.72	13	35
2	RAN BRD PEPR-S-D	1-1/2"	TURF SPRAY	33.18	21	30
3	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	1.14	106 L.F.	40
4	RAN BRD PEPR-S-D	1-1/2"	TURF SPRAY	34.33	27	30
5	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	2.18	219.2 L.F.	40
6	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	2.18	219.2 L.F.	40
7	RAN BRD PEPR-S-D	1"	TURF SPRAY	3.17	4	30
8	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	8.54	856.1 L.F.	40
9	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	8.54	856.1 L.F.	40
10	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	8.54	856.1 L.F.	40
11	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	8.54	856.1 L.F.	40
12	RAN BRD PEPR-S-D	1-1/2"	TURF SPRAY	31.54	30	30
13	RAN BRD KZ-100-PRB-COM	1-1/2"	AREA FOR DRIFTLINE	1.20	126 L.F.	40
14	RAN BRD PEPR-S-D	1-1/2"	TURF SPRAY	21.3	20	30
15	RAN BRD KZ-100-PRB-COM	1-1/2"	TURF SPRAY	3.17	3	30
16	RAN BRD KZ-100-PRB-COM	1"	AREA FOR DRIFTLINE	7.46	746.0 L.F.	40
17	RAN BRD KZ-100-PRB-COM	1"	AREA FOR DRIFTLINE	19.6	200	40
18	RAN BRD KZ-100-PRB-COM	1"	AREA FOR DRIFTLINE	3.83	383.2 L.F.	40



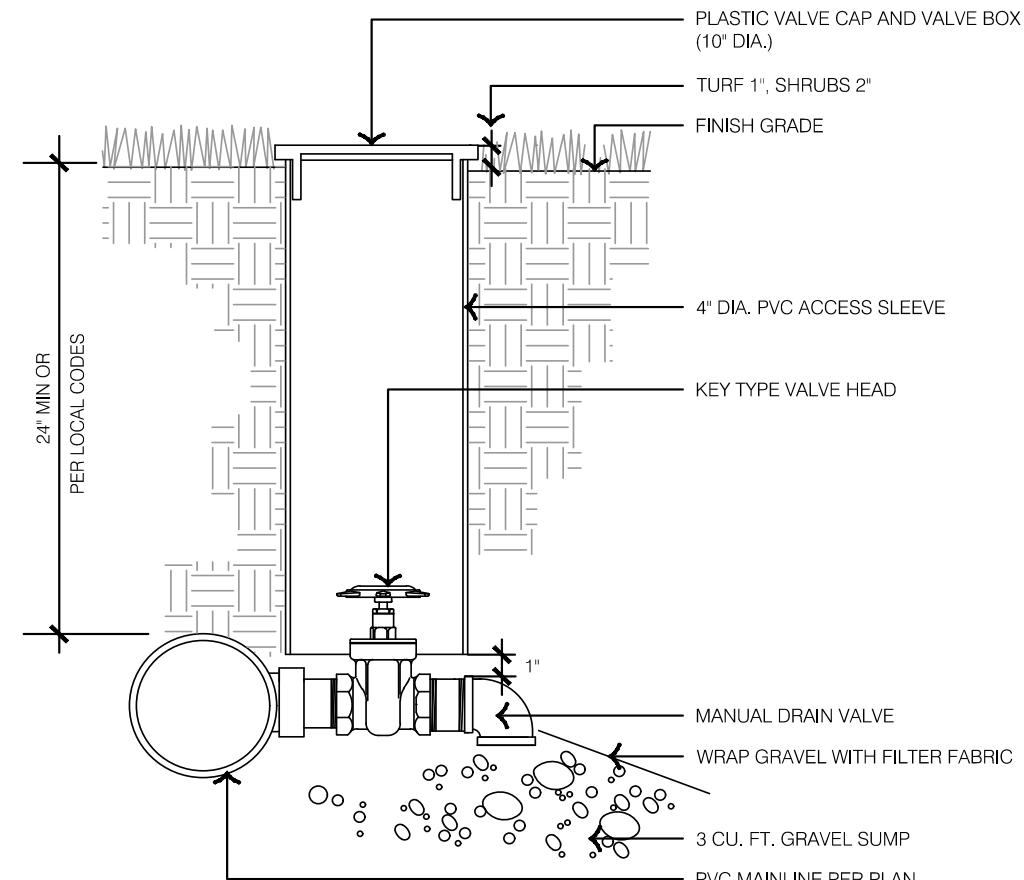
2 QUICK COUPLER VALVE - POTABLE WATER



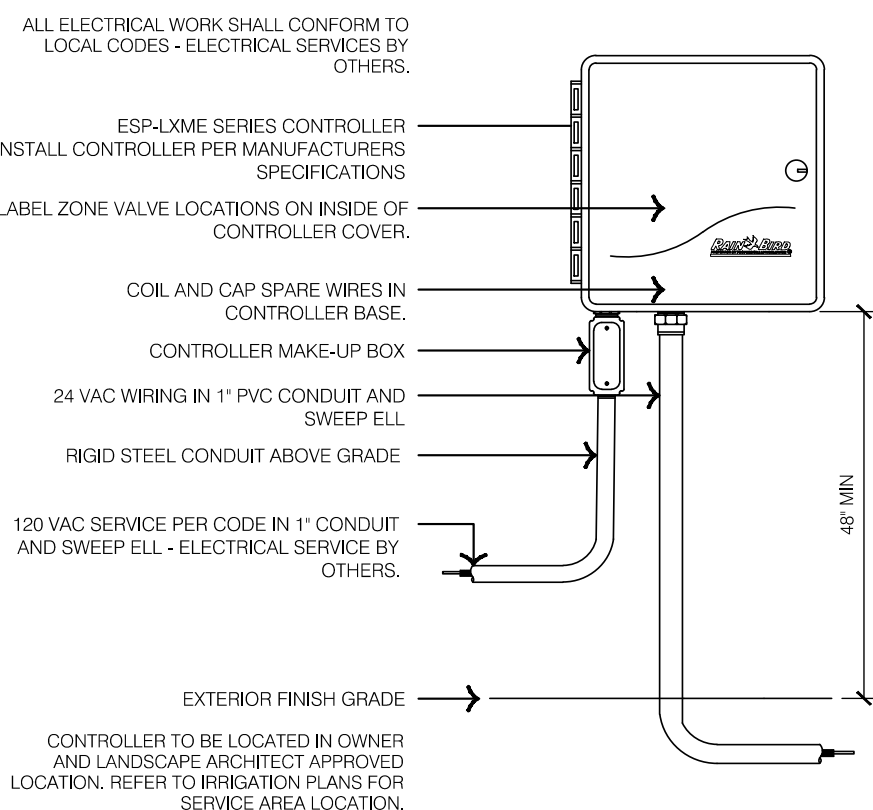
6 TAP LAYOUT - POTABLE WATER

CRITICAL ANALYSIS

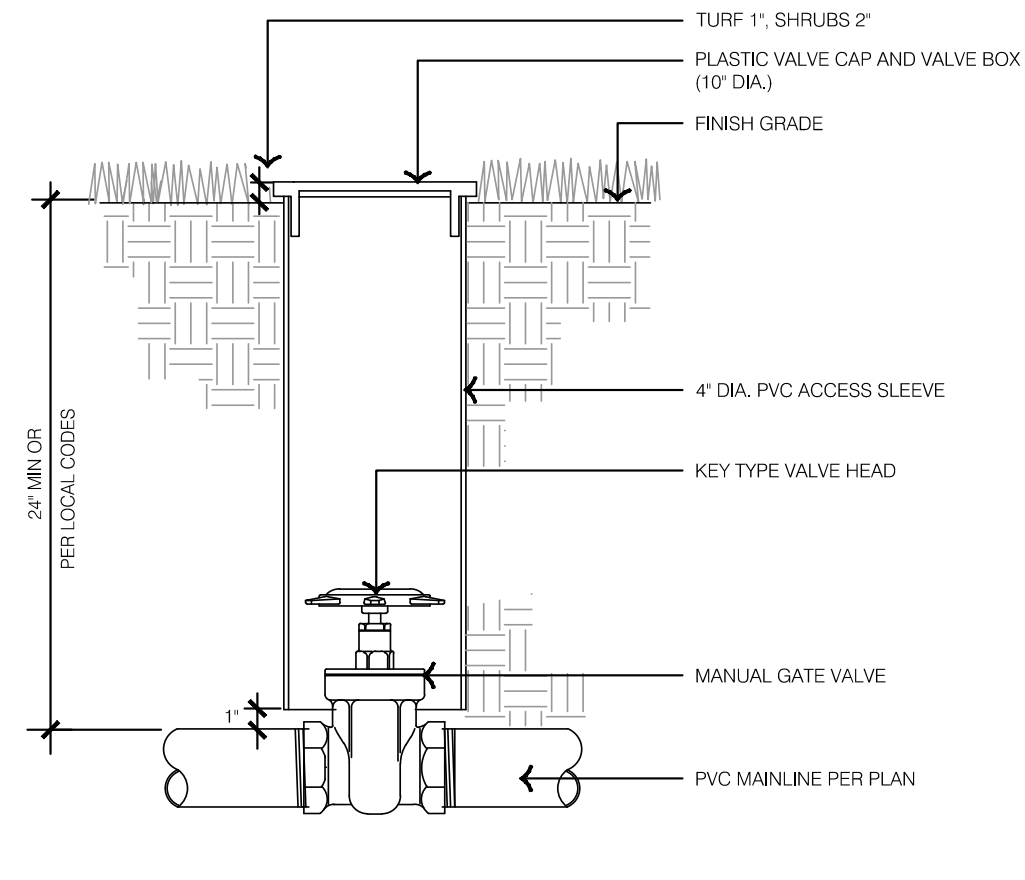
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Point of Connection Size:	2"
Flow Available:	84.89 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	56.00 PSI
Pressure Available:	56.00 psi
DESIGN ANALYSIS	
Maximum Station Flow:	44.14 GPM
Flow Available at POC:	84.89 GPM
Residual Flow Available:	40.75 GPM
Critical Station:	13
Design Pressure:	40.3 PSI
Friction Loss:	0.31 PSI
Fittings Loss:	0.03 PSI
Blowdown Loss:	0.1 PSI
Loss through Valve:	7.6 PSI
Pressure Risk, at Critical Station:	47.93 PSI
Loss for Friction:	0.31 PSI
Loss for Main Line:	0.1 PSI
Loss for POC to Valve Elevation:	0.0 PSI
Loss for Friction in Valve:	5.3 PSI
Loss for Master Valve:	2.3 PSI
Critical Station Pressure at POC:	55.66 PSI
Pressure Available:	56.00 PSI
Residual Pressure Available:	0.14 PSI



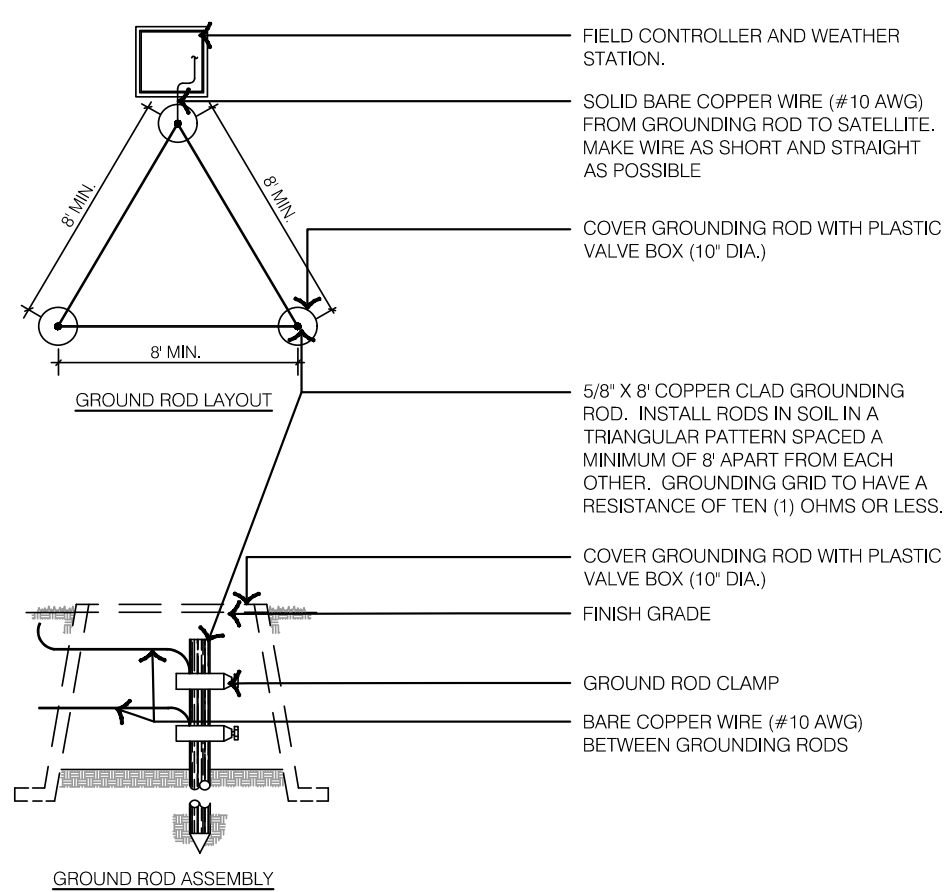
3 MANUAL DRAIN VALVE - POTABLE WATER



7 WALL MOUNTED AUTOMATIC IRRIGATION CONTROLLER



4 MANUAL GATE VALVE - POTABLE WATER



8 CONTROLLER GROUNDING GRID

ochsner hare + hare

the **olsson** studio

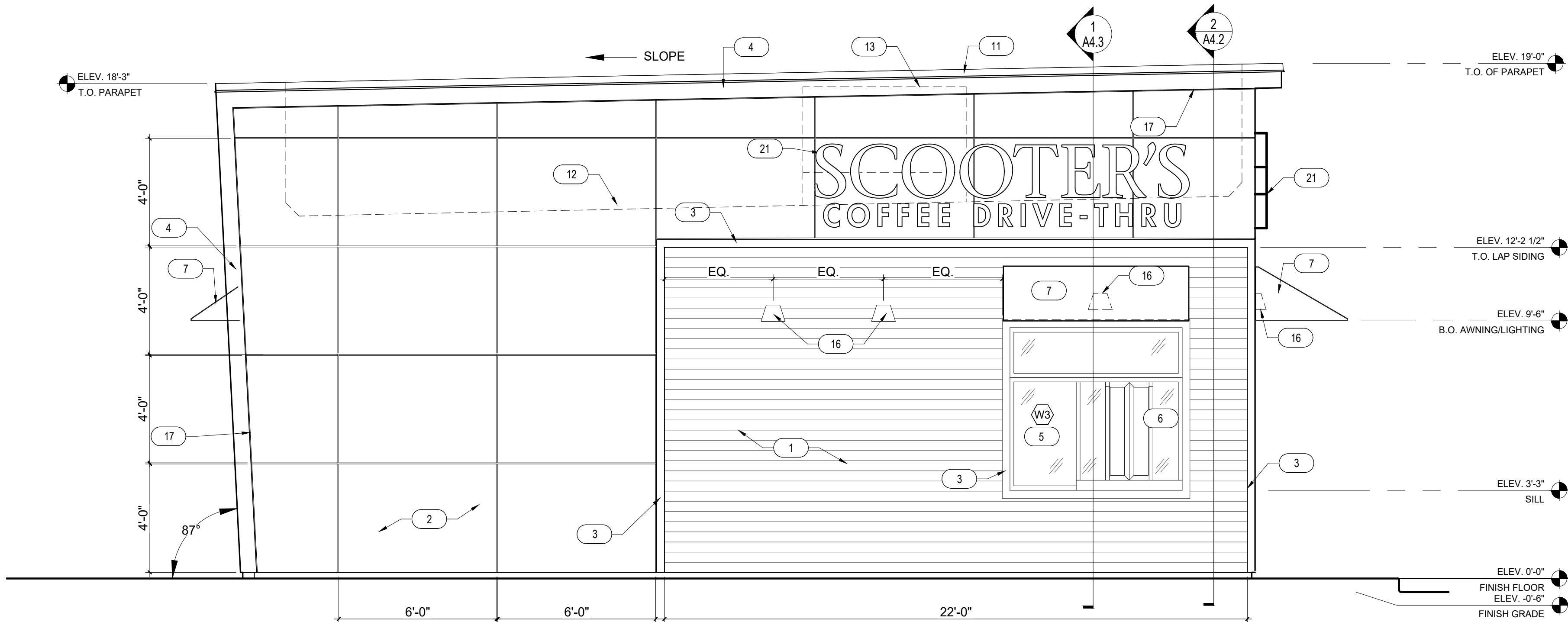
1814 Main St.
Kansas City, MO 64108 TEL 816.842.8844 www.olsson.com

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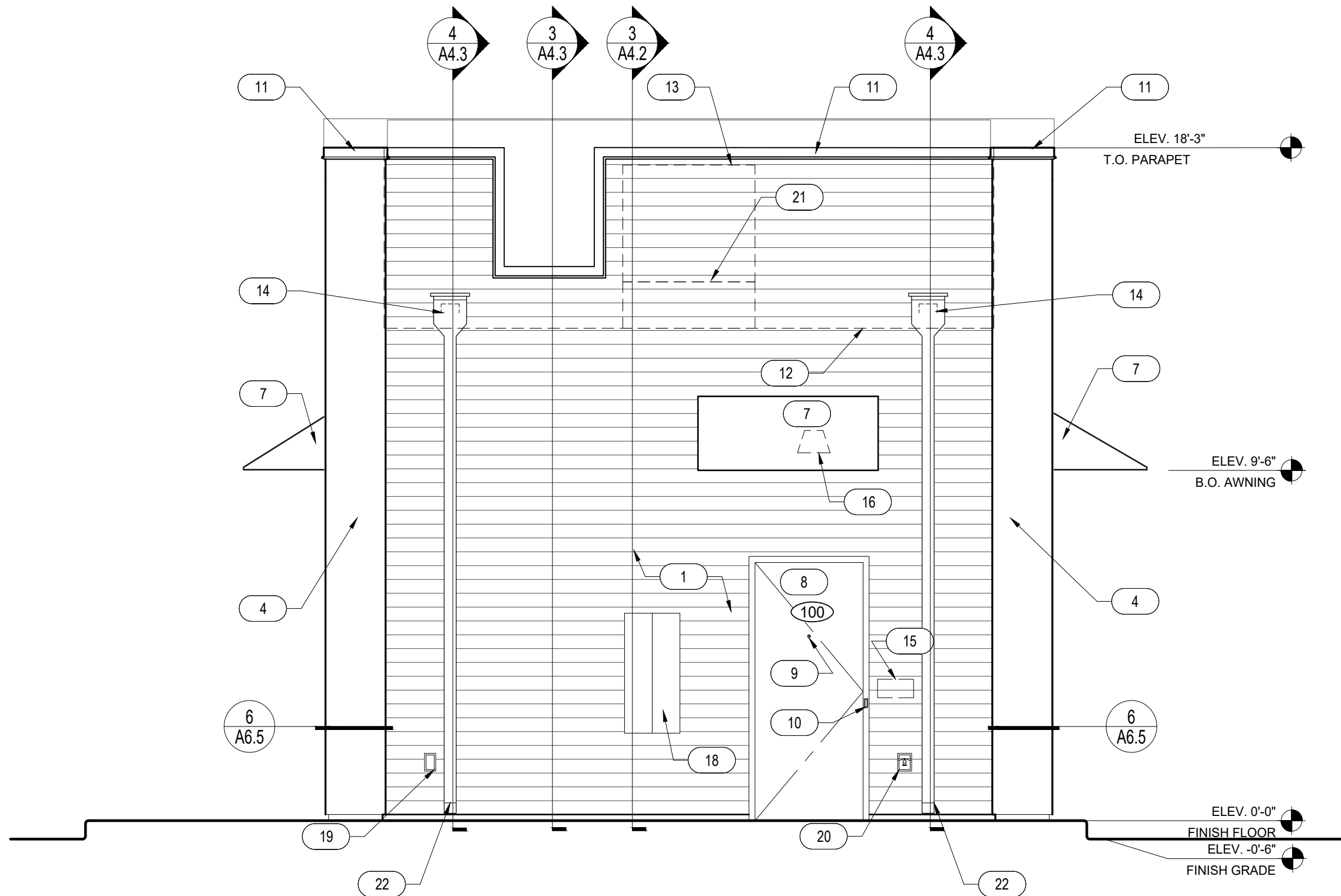
IRRIGATION DETAILS	SCOOTER'S COFFEE 700 W. CAMP WISDOM ROAD
	DUNCANVILLE, TEXAS
	2022

drawn by: _____ TS
checked by: _____ BM
approved by: _____ BM
QA/QC by: _____ KPS
project no.: _____ 02202080
drawing no.: _____ 02202080.DWG
date: _____ 8.30.2022

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2 EXTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"



1 EXTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"

KEYNOTES

1. HARDIE PLANK HZ10 LAP SIDING CEDARMILL 6-1/4". SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
2. HARDIE REVEAL PANEL SYSTEM WZ10 - SMOOTH FINISH. SEE HARDIE DETAIL SHEET A6.5 - COLOR: SW 1015 SKYLINE STEEL
3. 3 1/2" HARDIE TRIM. SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
4. 20 GAUGE METAL ACCENTS AND SOFFITS - COLOR: BLACK
5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
9. PEEP HOLE, BY DOOR MANUFACTURER
10. DOOR BELL
11. 20 GAUGE METAL PARAPET CAP
12. LINE OF ROOF BEYOND
13. ROOF TOP UNIT BEYOND, SEE MECHANICAL DRAWINGS
14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A6.3
15. MAILBOX BY OWNER
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT
22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL.
23. SPANDREL GLASS



Architecture / Development
14901 Quorum Drive
Suite 300
Dallas Texas 75254
Ph: (972) 239-8884
Fax: (972) 239-5054



PROJECT ADDRESS:
NUMBER STREET
CITY, STATE ZIP

REVISIONS:

TITLE:
EXTERIOR
ELEVATIONS

DATE:
T.B.D.

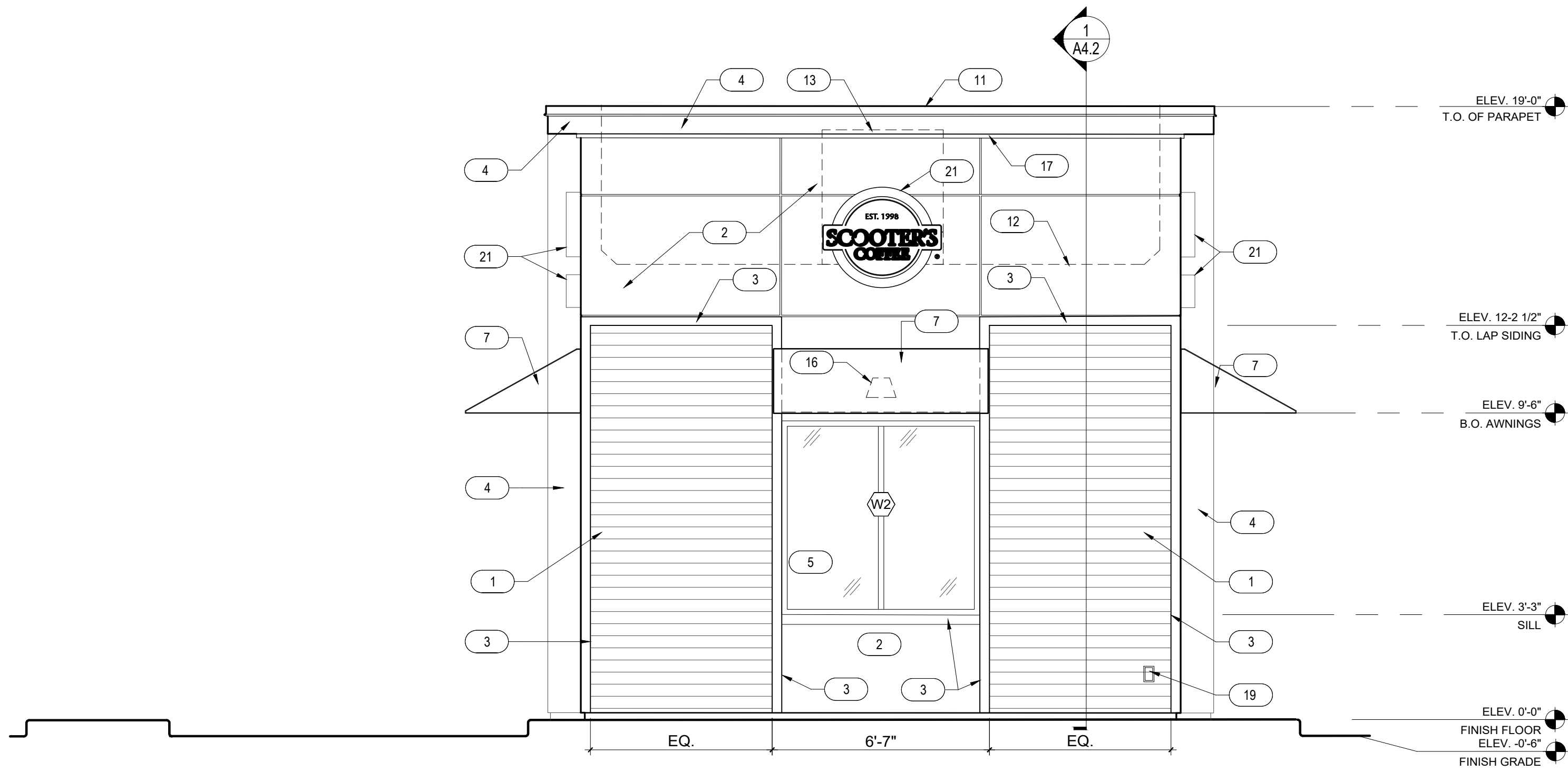
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☐ CONSTRUCTION ISSUE

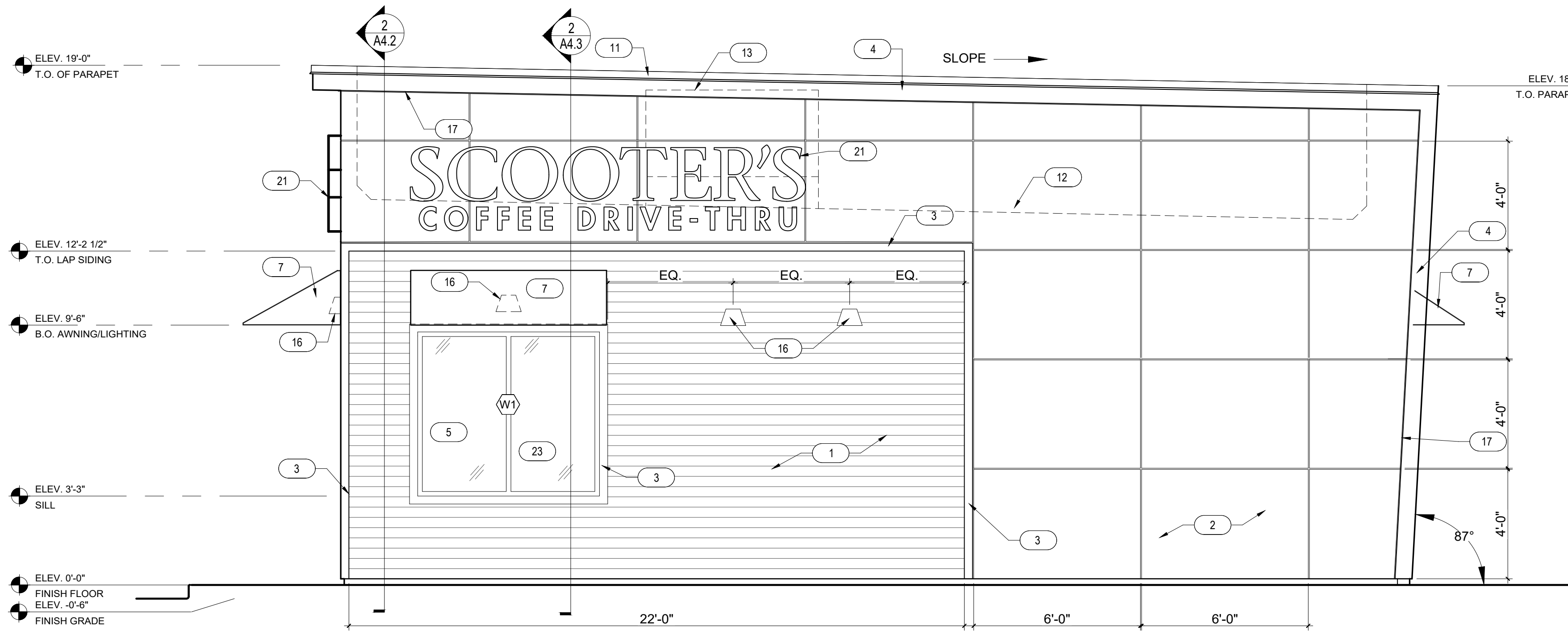
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A3.1

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2 EXTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"



1 EXTERIOR ELEVATIONS
SCALE: 3/8" = 1'-0"

KEYNOTES

1. HARDIE PLANK HZ10 LAP SIDING CEDARMILL 6-1/4"; SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
2. HARDIE REVEAL PANEL SYSTEM WZ10 - SMOOTH FINISH; SEE HARDIE DETAIL SHEET A6.5 - COLOR: SW 1015 SKYLINE STEEL
3. 3 1/2" HARDIE TRIM; SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
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15. MAILBOX BY OWNER
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. SIGNAGE BY OTHERS, UNDER A SEPARATE PERMIT
22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL
23. SPANDREL GLASS

GH A
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Suite 300
Dallas Texas 75254
Ph: (972) 239-8884
Fax: (972) 239-5054



PROJECT ADDRESS:
NUMBER STREET
CITY, STATE ZIP

REVISIONS:

TITLE:
EXTERIOR
ELEVATIONS

DATE:
T.B.D.

PROJECT NO.
#####

- ☒ DESIGN DEVELOPMENT
☐ PERMIT SUBMITTAL
☐ BID PACKAGE
☐ CONSTRUCTION ISSUE

SHEET NO.

A3.2

KEYNOTES

1. HARDIE PLANK HZ10 LAP SIDING CEDARMILL 6-1/4". SEE HARDIE DETAIL SHEET A6.5 - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH

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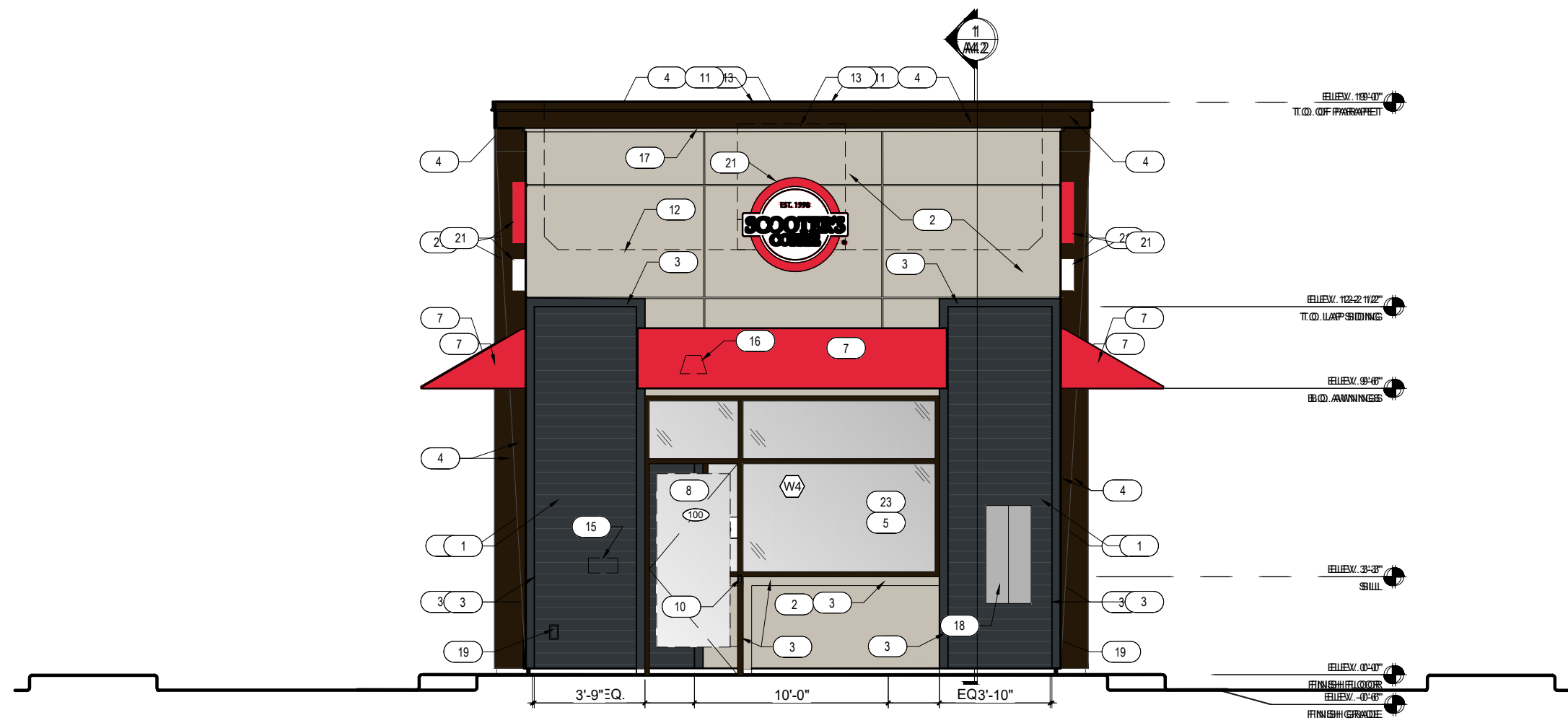
22. SPANDREL GLASS

23. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL.

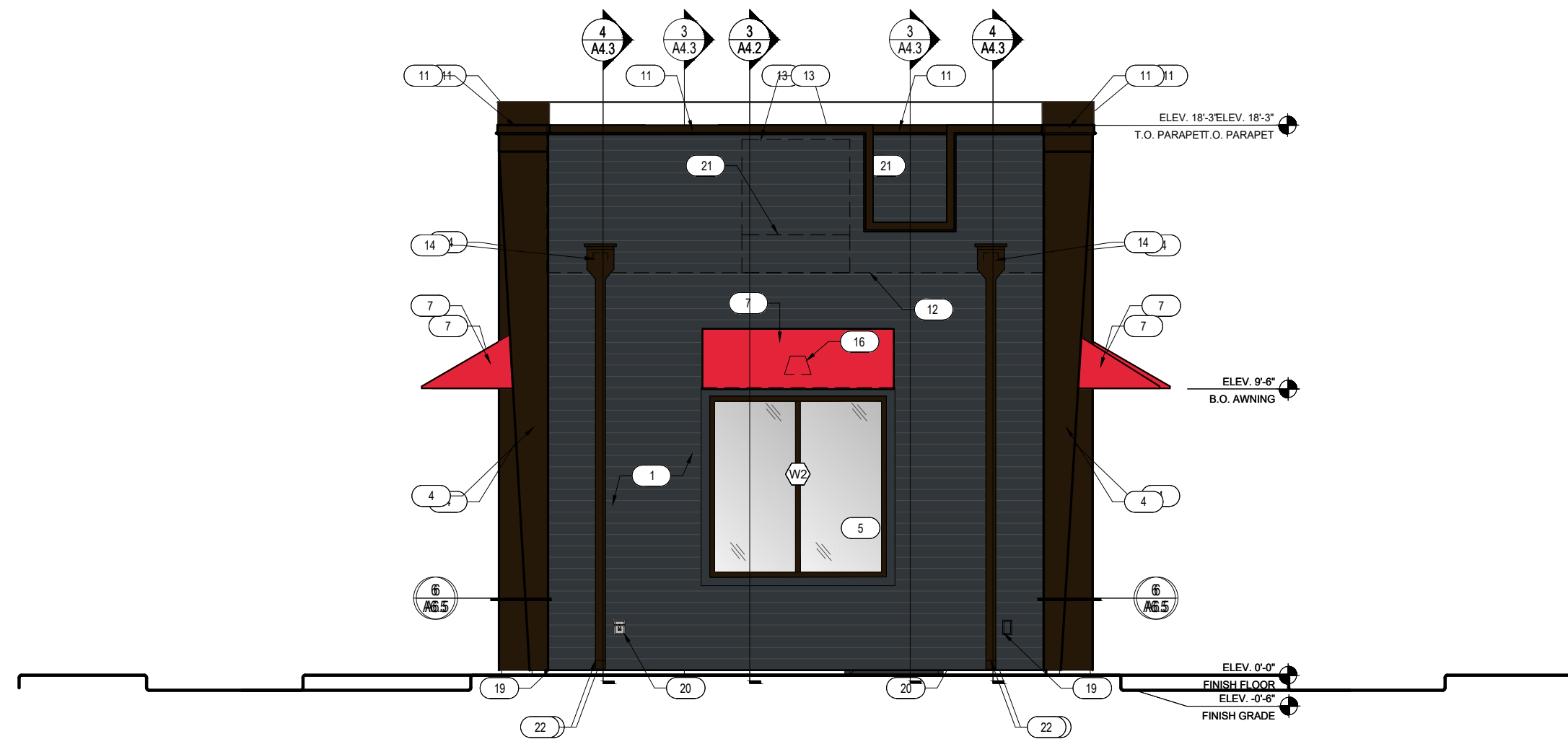
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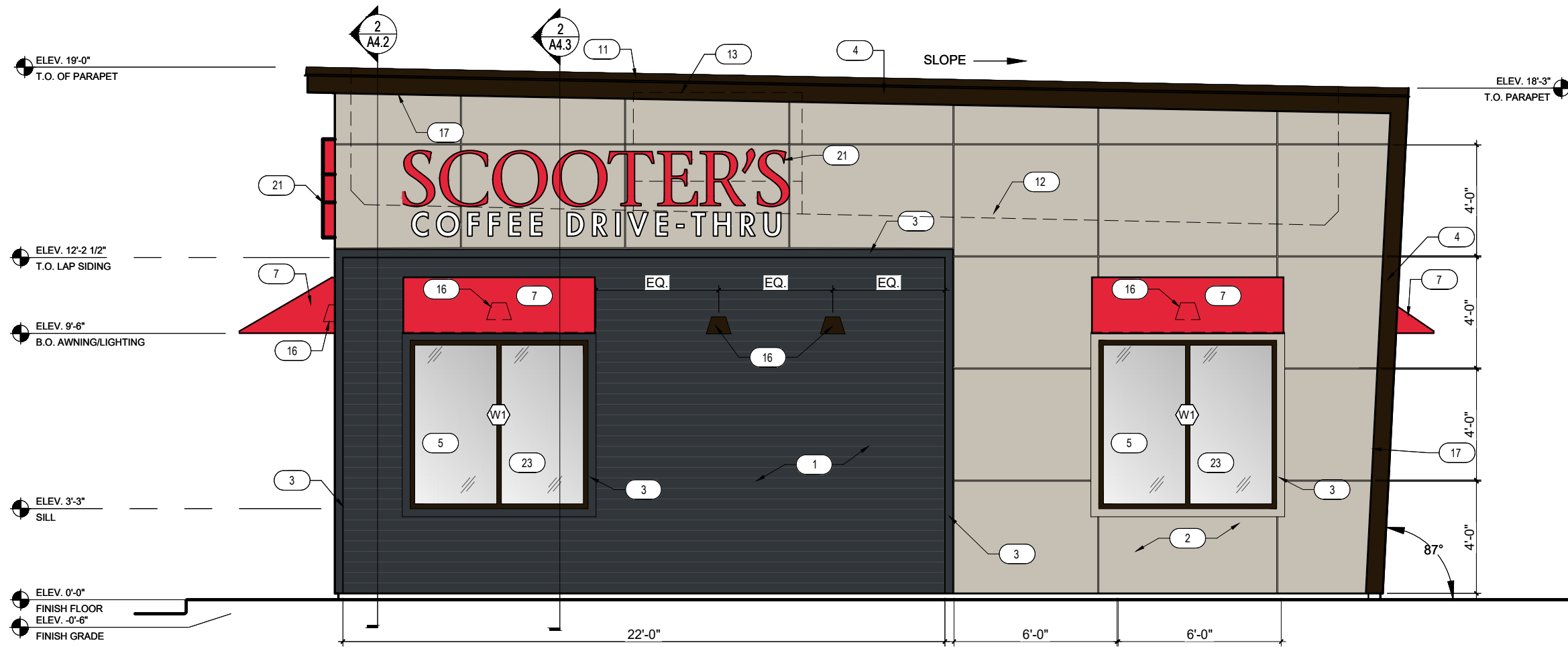
4 EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"



3 EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"



2 EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"



1 EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

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TITLE:
EXTERIOR
COLOR
ELEVATIONS

DATE:
T.B.D.
PROJECT NO.
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Attachment 5



July 15, 2022

City of Duncanville

Jeremy Tennant
 Neighborhood Services Manager
 City of Duncanville
 203 E Wheatland Rd
 Duncanville, TX 75116

Written Letter for Proposed Development

Title of Planned Development: Scooter's Coffee Site at 700 West Camp Wisdom Road
 Project Site: 700 West Camp Wisdom Road, Duncanville, TX 75116
 Project Developer: Scooter's Coffee
 Applicant/Project Owner: Scooters TX Fund 1, LLC

Dear Mr. Tennant:

It is our pleasure to submit this letter of intent to pursue land use and related approvals for the redevelopment of the 1.104-acre (48,089 square foot) property located at 700 West Camp Wisdom Road, 75116 in the City of Duncanville, which we anticipate will be owned by Scooters TX Fund 1, LLC in coming months.

Project Summary:

Scooter's Coffee Company has purchased the 1.104-acre property located at 700 West Camp Wisdom Road, 75116, at the southeast corner of W Camp Wisdom Road and N Cedar Ridge Drive, in order to construct the proposed Scooter's Coffee shop. The Project will consist of a quick-serve coffee structure on the west side of the lot, surrounded by a row of parking stalls and drive-through function. The applicant is requesting the approval of a Planned Development (PD) designation from the original Neighborhood Office/Retail (NOR) District base zoning with modifications in order to permit the special uses necessary for the successful development of the Scooter's Coffee site.

Statement of Location:

The project site is located in northwest Duncanville. It is triangular in nature, with N Cedar Ridge Drive on the west, running north to south, W Camp Wisdom Road running northwest to southeast on the north side of the site, and Towercrest Drive running east to west on the south side of the lot. Additional detail related to the surrounding zoning is provided in the Zoning Map shown in the **Supporting Documentation and Maps** section below.

The 1.104 acre lot is situated directly east of Duncanville High School, on the east side of N Cedar Ridge Drive with undeveloped Neighborhood Retail (NR) zoning directly to the north, a Single-Family Residential (SR 1.8) neighborhood to the east and northeast, and a Single-Family Residential (SR 1.4) neighborhood to the south and southeast. There is a Messianic Congregation building directly to the south of the subject lot, in Duncanville, and a Shell

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convenience store and gas station on the Northwest corner of the intersection of N Cedar Ridge Drive and W Camp Wisdom Road, opposite the site, and technically located in the City of Dallas.

Planned Development Concept:

The lot is a total of 48,089 square feet (1.104 acres). The total impervious area is 18,806 square feet (0.432 acres), or 0.391% of the total lot area. This impervious area is composed of 1315 square feet (0.032 acres) of pedestrian area (sidewalk and ramps) and 17,491 square feet (0.401 acres) of vehicular area (parking lot and drive-thru). Of that vehicular area, 8,785 square feet (0.202 acres) is heavy duty concrete. The building footprint is 679 square feet (0.016 acres). This leaves 29,919 square feet (0.687 acres) of pervious area. This pervious area is composed of a stormwater detention area of 4,339 square feet (0.100 acres), and grass areas totaling 25,580 square feet (0.587 acres). Proposed building uses will be for *Retail, Local Scale* land use with the development of a quick-serve drive-thru coffee establishment. The building will be located on the western-half of the lot with limited parking and a drive-thru originating on the south side of the lot. Intersection visibility triangle has been met. Additional details are provided in the site plan in the ***Supporting Documentation and Maps*** section below.

Zoning Change and Regulation Modifications:

We propose that the Planned Development be developed off the base Neighborhood Office/Retail (NOR) District zoning. As stated in The Duncanville Zoning Ordinance:

The NOR Neighborhood Office/Retail District is established to create a flexible district for low intensity office and professional uses, and also to serve as a limited retail category intended for the use of nearby neighborhood areas for the purpose of supplying day-to-day needs and personal services. Establishments should include small, freestanding structures, and neighborhood oriented personal service establishments. Permitted uses should be compatible with adjacent residential areas. This district can be used as a transition district between residential uses and more intense uses.

The proposed Scooter's Coffee site fits this description, proposing a small, free-standing, limited retail use which provides for day-to-day needs and is adjacent to residential neighborhoods. Scooter's Coffee will fit the intent of the ordinance, in that it provides a compatible and transitional use between the residential districts to the east and the commercial and institutional uses to the west.

Using Neighborhood Office/Retail as the base zoning, we request the following modifications to the associated regulations of NOR base zoning:

- Allowance of a *Drive-Thru* Land Use
This is not automatically permitted under NOR zoning, and we request the inclusion of this use as a modification under Section 3.04.B.2 of the Duncanville Zoning Ordinance which states that:
"A Drive-Thru window is not automatically included with any use. A Drive-Thru must be allowed as an accessory use to utilize a Drive-Thru window" on page 29 of the ordinance.

- ***Allowance of Design Standards, Building Articulation***

This is not automatically permitted under NOR zoning, and we request the exclusion of this design standard as a modification to the NOR land use as defined by the Duncanville Zoning Ordinance's definition of "Building Articulation" as defined as:

1) Height and depth articulation shall be provided as follows: a. Height articulation for flat roofs of at least five (5) feet shall be required for every fifty (50) feet of building façade length. Pitched roofs do not require height articulation. b. Depth articulation of at least three (3) feet shall be required for every thirty (30) feet of building façade length. Depth articulation applies only below the roofline. 2) The rear façade is exempt from the articulation requirements unless it is visible from a public right-of-way or residential property. Section 4.03.B Building Articulation page 35 of the City of Duncanville Zoning Ordinance.

We ask this exclusion so that the Scooter's building can maximize its aesthetic value and maintain its recognizable form, likely increasing the number of patrons who visit the site and maximizing its commercial value. Additionally, the building is fairly small at only 664 square feet in area or 18 feet by 37 feet in length. These dimensions lessen the need for building façade depth articulation every 30 feet as required in the guidance.

- ***Modification to Buffering Requirements from Type B to Type C***

We request modification to Section 4.07 Screening and Buffering Requirements so that the buffer depth is not required. The site will adhere to the buffering requirements listed in Section 4.07.D.4.c – Buffer Type C, with the exception of (1) Buffer Depth. The site will include the solid vegetative screen listed in (2) and the required buffer landscaping listed in (3).

We ask this exclusion because the site will need to include an enhanced landscape in lieu of vertical screening along the southern property line since the location of the water line and expanded easement prevents the implementation of taller plant. Shrubs will be planted along that line instead, providing a lower vertical screen and a more enhanced landscape buffer to mitigate the visual conflict.

Sequence of Development:

The project site is currently vacant. Development steps will include: grading, utility installation, paving, building construction, landscaping, and irrigation.

Towercrest Drive will be modified in the development process. The western end of Towercrest Drive will be converted into the Scooter's site including the right-of-way, facilitating traffic flow into and out of the establishment. The east end of Towercrest Drive, in front of the residential properties, will remain a residential road, providing access to the residences on that street.

Compliance with Existing Plans:

The proposed development is in line with both the Duncanville Zoning Ordinance's intent for Neighborhood Office/Retail Districts and with the vision set forth in the City of Duncanville's

most recent Comprehensive Plan Update which states that Nonresidential Office-zoning such as what we are proposing should be:

“Near residential areas, these areas can serve as a context-sensitive, lower intensity transitional use to adjacent residential. In less residential areas, such as along highways, office uses can increase in height and density.”

“Located at points of high visibility along non-residential arterials and major collectors and at intersections of minor arterials and major or minor arterials, major collectors and major or minor arterials, and minor collectors and major arterials.”

“Convenient and accessible to residential areas.”

“A transitional land use between residential uses and higher intensity commercial land uses.”

These sentiments stated on page 47 of the 2017 update of the Comprehensive Plan align closely with the intent of our proposed development. The Scooter's Coffee site will serve as a transitional use between residential and commercial or institutional uses. It is located at a convenient and context-sensitive point of visibility at the intersection of W Camp Wisdom Road and N Cedar Ridge Drive. The proposed development will therefore fulfill the intent of the guidance set forth in the Duncanville Zoning Ordinance and Comprehensive Plan.

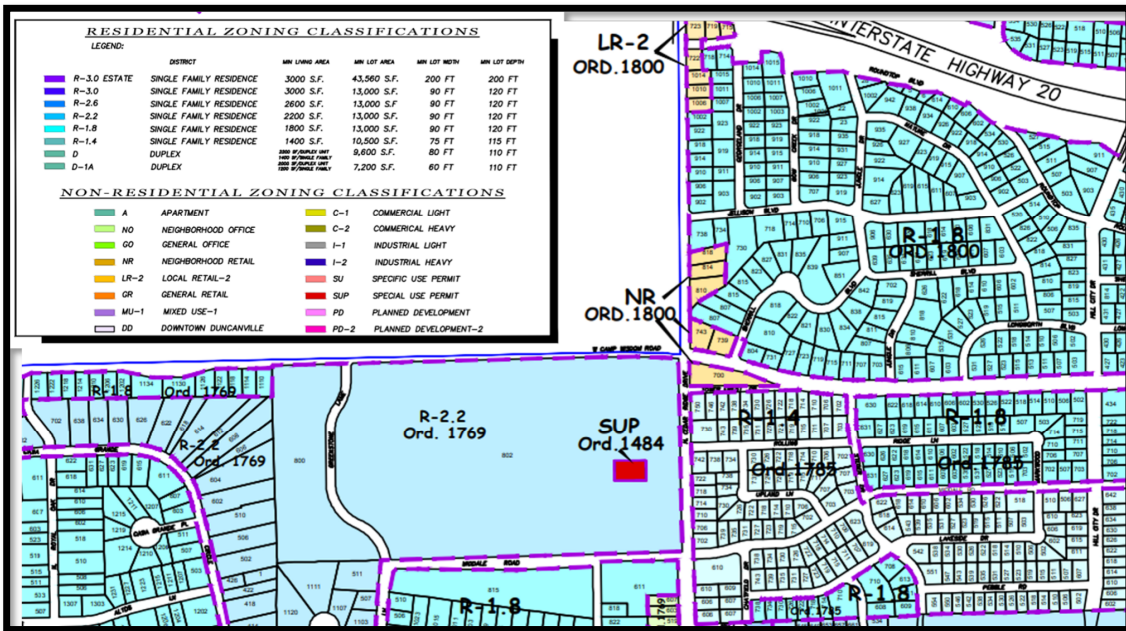
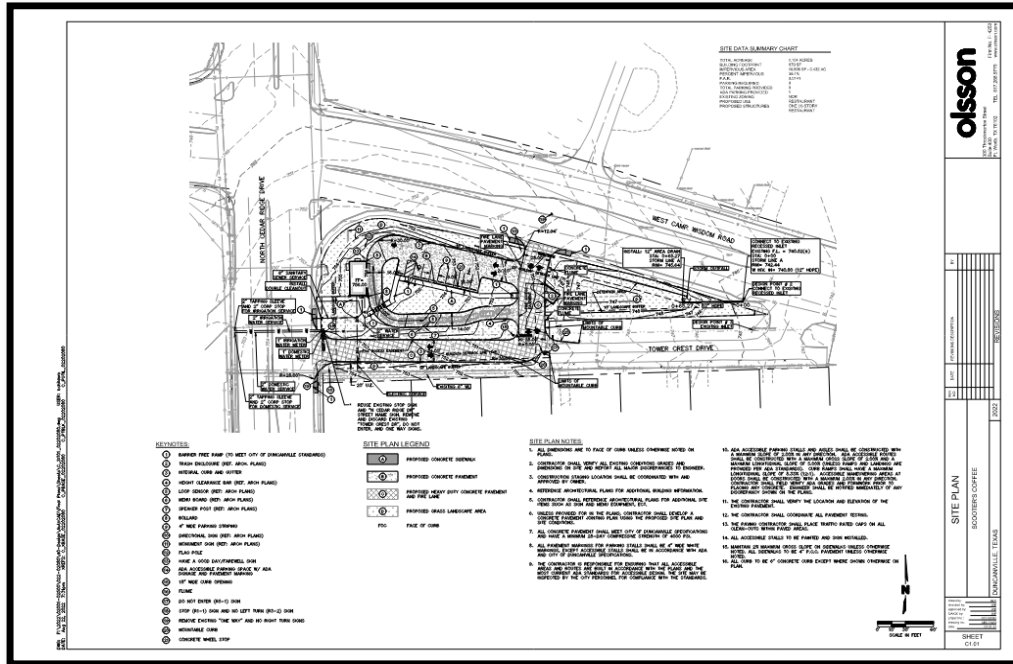
Project Objectives and Benefits:

The proposed project seeks to place a Scooter's Coffee at the corner of W Camp Wisdom Road and N Cedar Ridge Drive. This proposed development will provide an additional amenity to residents and visitors in Duncanville, will bring additional revenue into Duncanville, and will create an exciting new attraction on a currently unutilized lot within the city.

Supporting Documentation and Maps:

Please find below, the proposed Site Plan for the development.

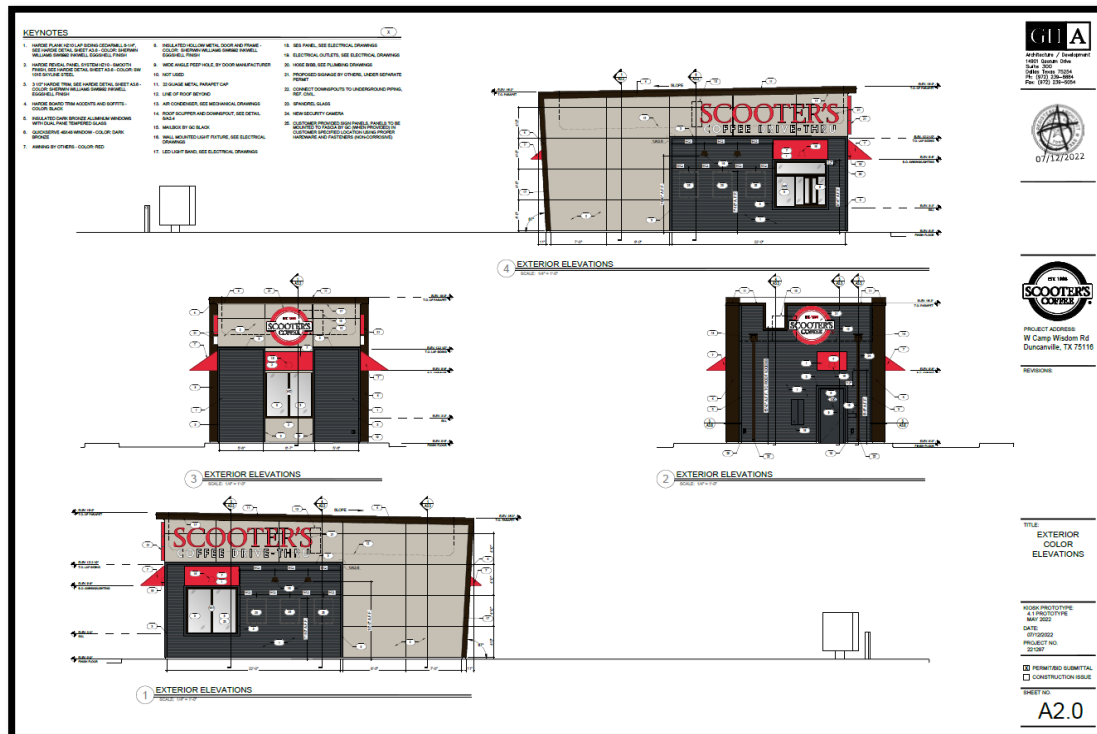
Please find below, a sub-section of the [Duncanville Zoning Map](#) with specifications for the site in question. The site of the proposed development is indicated below with the tan-colored lot labeled “700,” with the old “NR” indication for what's now referred to as Neighborhood Office/Retail (NOR) zoning.



5700 Tennyson Pkwy / Suite 100 / Plano, TX 75024

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Please find below, the proposed Building Elevations for the development.



Project Team:

Scooter's Coffee

Ted Straub, Franchisee, Scooters TX Fund 1, LLC, ted.straubenterprises@gmail.com
 Lisa White, Pre-Development Manager, Scooters, lisa.white@scooterscoffee.com

Olsson

Wyatt Popp, PE, Vice President/Team Leader, wpopp@olsson.com
 Brad Childers, Assistant Engineer, bchilders@olsson.com
 Vivian Fung, AICP, Associate Planner, vfung@olsson.com

We look forward to working with the City throughout the approval process to transform this key site along the W Camp Wisdom and N Cedar Ridge Drive into a commercial destination for residents and visitors of the city.

Sincerely,

Ted Straub
 Franchisee, Scooters TX Fund 1, LLC

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Attachment 6

City of Duncanville
 Planning Division
 203 E. Wheatland Rd.
 P. O. Box 380280
 Duncanville, TX 75138-0280
 (p) 972-707-3878
 (e) lromero@duncanville.com



September 30, 2022

Zoning File: 2022-27

Dear Property Owner:

Ted Straub of Scooter's TX Fund 1, LLC, Applicant, representing Philip S. Nickel Jr., Owner, is requesting approval of a Planned Development/Neighborhood Office Retail District on Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1 Less Row & Part of Abnd Tower Crest Dr ACS 0.886CALC, more commonly known as **700 West Camp Wisdom Road**, in the City of Duncanville, Dallas County, Texas.

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, October 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 18, 2022, at 7:00 p.m., both in 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 **October 18, 2022**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Kristin Downs, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lromero@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Nathan Warren

Nathan Warren
 Senior Planner

Enclosures

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com



Septiembre 30, 2022

Archivo de zonificación: 2022-27

Estimado propietario:

Ted Straub de Scooter's TX Fund 1 LLC, Solicitante, representando a Philip S. Nickel Jr., Propietario, está solicitando la aprobación de un Desarrollo Planificado/Oficina Vecinal/Distrito Minorista en Irwin Keasler Dev Red Bird 4, Block 15ª, Lot 1 Less Row & Part of Abnd Tower Crest Dr ACS 0.886CALC, más comúnmente conocido como **700 West Camp Wisdom Road**, en la ciudad de Duncanville, condado de Dallas, Texas.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 10 de Octubre de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Octubre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Octubre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Kristin Downs, o a Nathan Warren, Planificador de la Cuidad, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico lromero@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente,

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2022-27 Ted Straub of Scooter's TX Fund 1, LLC, Applicant representing Philip S. Nickel Jr., Owner, is requesting approval of a Planned Development/Neighborhood Office/Retail District on Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1 Less Row & Part of Abnd Tower Crest Dr ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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

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

The Planning and Zoning Commission will hold a public hearing on Monday, October 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 18, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **October 18, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

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

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Caso No. 202 2-27 Ted Straub de Scooter's TX Fund 1, LLC, Un solicitante que representa a Philip S. Nickel Jr., Propietario, está solicitando la aprobación de un Desarrollo Planificado / Oficina vecinal / Distrito minorista en Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1 Less Row & Part of Abnd Tower Crest Dr ACS 0.886CALC, más comúnmente conocido como 700 West Camp Wisdom Road, Ciudad de Duncanville, Condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

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

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 10 de Octubre de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Octubre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Octubre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

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

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

Mis razones son las siguientes:

1).

2).

3).

Nombre
impreso: _____

Dirección: _____

Firma: _____

Fecha: _____



The following form may be filled out and mailed to:

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



Case No. 2022-27 Ted Straub of Scooter's TX Fund 1, LLC, Applicant representing Philip S. Nickel Jr., Owner, is requesting approval of a Planned Development/Neighborhood Office/Retail District on Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1 Less Row & Part of Abnd Tower Crest Dr ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

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

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

The Planning and Zoning Commission will hold a public hearing on Monday, October 10, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 18, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **October 18, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

For: Camp Wisdom/Cedar R. J.V.

Printed Name: Steven B. Davis

Address: 743 W. Camp Wisdom Rd.

Signature: Steven B Davis

Date: 9/28/2022

Attachment 7

NICKEL PHILIP S JR TR	DUNCANVILLE I S D	MORTIMER GREGORY M &
104 SAN MATEO LN	710 S CEDAR RIDGE DR	731 W CAMP WISDOM RD
BULLARD, TEXAS 757579323	DUNCANVILLE, TEXAS 751372204	DUNCANVILLE, TEXAS 751162546
PARKS PHILLIP D & JOANNE	RUIZ ALBERT	CAMP WISDOM CEDAR RIDGE
727 W CAMP WISDOM RD	804 SHERRILL BLVD	107 LUTHER LN
DUNCANVILLE, TEXAS 751162546	DUNCANVILLE, TEXAS 751162540	HEATH, TEXAS 750328812
CAMP WISDOM CEDAR RIDGE	KING PATRICIA	MARTINEZ ESMERELDA & RAFAEL JR
107 LUTHER LN	718 TOWER CREST DR	722 W CAMP WISDOM
HEATH, TEXAS 750328812	DUNCANVILLE, TEXAS 751162551	DUNCANVILLE, TEXAS 751162547
SILVERDALE HILLS LLC	MONTELONGO EDGAR &	SOTO FERNANDO L
4334 NORTHCREST RD	730 TOWERCREST DR	734 TOWER CREST DR
DALLAS, TEXAS 752296328	DUNCANVILLE, TEXAS 751162551	DUNCANVILLE, TEXAS 751162551
BOUTSABOUABANE KITTI & MANI	OAK CLIFF BIBLE	OAK CLIFF BIBLE
6062 FARNSWORTH DR	1808 W CAMP WISDOM RD	1808 W CAMP WISDOM RD
DALLAS, TEXAS 752361325	DALLAS, TEXAS 752323332	DALLAS, TEXAS 752323332
<u>OAK CLIFF BIBLE</u>		
<u>1808 W CAMP WISDOM RD</u>		
<u>DALLAS, TEXAS 752323332</u>		

13 notices

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

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

Planning and Zoning Commission Members:

Betty Culbreath	Chair	
Elias Rodriguez	Vice-Chair	
Jana McBroom	Commissioner	
Misty Bain	Commissioner	Excused Absence
Charles Smith	Commissioner	

Staff:

Jeremy Tennant, Director of Planning and Neighborhood Services
Nathan Warren, Senior Planner
Lynette Romero, Planning Technician

Item No. 1 – Call to Order.

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

Item No. 2 – Receive Public Comments.

None.

Item No. 3 – Approval of meeting minutes for the regular meeting on September 26, 2022.

Commissioner Rodriguez made a motion to approve the item as stated, Commissioner Smith seconded the motion. The vote was cast 4 for, 0 against with Commissioner Bain absent.

Item No. 4 – Conduct a public hearing (2022-29) for consideration and action regarding the request of David and Damaris Moraila, applicants, and owners, to include a Specific Use Permit “SUP” for Short-Term Rental on Presidential Estates 8th Inst, Block C, Lot 19, more commonly known as 723 Katherine Court, Duncanville, Dallas County, Texas.

Staff presented background information regarding the SUP request. The applicant and owner, Damaris Moraila, 723 Katherine Court, was present. Miss Moraila spoke in favor of her request. Chair Culbreath confirmed with Miss Moraila that she would be living at her friend’s guest house while renting out her own home. Miss Moraila stated yes. Commissioner Rodriguez asked Miss Moraila how long she would be renting it as a short-term rental and how she would handle maintenance. Miss Moraila stated that her and her husband plan to rent for a few months to see how it goes, and if it goes well, they will continue to operate. She stated that her and her husband plan to maintain the house. Commissioner McBroom asked Miss Moraila what city she would be residing while renting out her home. Miss Moraila stated that she will be residing in Cedar Hill. There was one citizen that spoke in opposition of the request, Amelia Robledo of 911 Eisenhower Drive. Commissioner McBroom made a motion to close the public hearing. Commissioner Smith seconded the motion. The vote cast 4 for, 0 against with Commissioner

Bain absent. Commissioner Rodriguez made a comment that he is concerned about the owners living ten minutes away and he wondered if the long-term rental route would be better for the owners. Commissioner McBroom made a motion to approve the item with the addition of staff recommended provisions. Commissioner Smith seconded the motion. The vote cast 2 for, 2 against, with Commissioner Bain absent. Item did not pass.

Item No. 5 – Consider a request (2022-28) for approval of a replat by Brad Childers, applicant, representing Philip S. Nickel, Jr., owner, to replat Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1, Less Row & PT of ABND Tower Crest Dr, ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas.

Staff presented background information. No one from the audience spoke on the request. Commissioner McBroom made a motion to approve the request for replat as seconded by Commissioner Rodriguez. The vote cast 4 for, 0 against with Commissioner Bain absent. Item passed.

Item No. 6 – Conduct a public hearing (2022-27) for consideration and action regarding the request of Ted Straub, applicant, representing Philip S. Nickel, Jr., owner to include a Planned Development/Neighborhood Office Retail district on Irwin Keasler Dev Red Bird 4, Block 15A, Lot 1, Less Row & PT of ABND Tower Crest Dr, ACS 0.886CALC, more commonly known as 700 West Camp Wisdom Road, Duncanville, Dallas County, Texas.

Staff presented background information. The applicant, Wyatt Popp, 5700 Tennyson Parkway, Suite 100, Plano, Texas 75024, was present and available for any questions. Commissioner Rodriguez asked staff about what the current zoning of the subject property is and whether the requested setback would cause any triangle visibility issues. Staff answered stating that the current zoning is Neighborhood Office Retail and that there would be no triangle visibility issues. Commissioner Smith asked if the proposed development would be a detriment to traffic with the high school being directly across. Staff stated that they do not believe traffic to be an issue. Commissioner McBroom asked if the drive-thru would allow up to ten vehicles as stated on the site plan. Staff stated yes and that it may be best for the applicant to answer the Commission's questions. Commissioner McBroom asked about the entry and exit. Mr. Popp answered stating that the entrance would be off Cedar Ridge Drive and exit via Camp Wisdom Road. Commissioner Rodriguez made a motion to close the public hearing as seconded by Commissioner Smith. The vote cast 4 for, 0 against with Commissioner Bain absent. Commissioner Rodriguez made a motion to approve the item as stated. Commissioner McBroom seconded the motion. The vote cast 4 for, 0 against with Commissioner Bain absent. Item passed.

Item No. 7 - Continue discussion pertaining to the five-year Comprehensive Plan update. Discuss incorporating new areas of interest within the area maps – Wheatland Plaza.

Staff did not have any updates currently. The Commission did not have anything to add.

Item No. 8 - Adjourn

The meeting adjourned at 7:24 p.m.

APPROVED:

Betty Culbreath, Chair

ATTEST:

Nathan Warren, Senior Planner

Unapproved

ORDINANCE NO. 2456

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING NEIGHBORHOOD OFFICE/RETAIL "NOR" DISTRICT ZONING TO INCLUDE A PLANNED DEVELOPMENT "PD" ON REAL PROPERTY DESCRIBED AS LOT 1-R, BLOCK 15A, IRWIN-KEASLER RED BIRD ADDITION UNIT #4, MORE COMMONLY KNOWN AS 700 WEST CAMP WISDOM ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, EXHIBIT A; 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 by amending the existing Neighborhood Office/Retail "NOR" District zoning to include a Planned Development "PD" on Lot 1-R, Block 15A, Irwin-Keasler Red Bird Addition Unit #4, more commonly known as 700 West Camp Wisdom Road, Duncanville, Dallas County, Texas, Exhibit A.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance and the amended Site Plan, Exhibit B, which is attached hereto and incorporated herein, subject to the following additional development regulations:

- A. That the building shall be no greater than 679 square feet; and said structure width, height and roof pitch shall conform to Exhibit B, which is attached hereto and incorporated herein.
- B. That the building shall be constructed in conformity with the City building codes.
- C. That the building will be constructed to conform with the Comprehensive Zoning Ordinance and applicable building codes.

- D. That the site will include a Drive-Thru Land Use not automatically permitted under NOR zoning but included in this PD as a modification under Section 3.04.B.2 of the Comprehensive Zoning Ordinance.
- E. That the site will be exempt from Building Articulation Design Standards in Section 4.03.B of the Comprehensive Zoning Ordinance.
- F. That the site will be subject to modified Buffering Requirements from Type B to Type C so that buffer depth is not required. The site will adhere to the buffering requirements listed in Section 4.07.D.4.c. – Buffer Type C, with the exception of Section 4.07.D.4.c.(1) Buffer Depth. The site will include the solid vegetative screen listed in Section 4.07.D.4.c.(2) and the required buffer landscaping listed in Section 4.07.D.4.c.(3).
- G. That the site will be subject to modified Setback Requirements. The site will adhere to the setback requirements listed in Section 2.04.A. with the exception of the Minimum Front Setback and Minimum Exterior Side Setbacks, which will be modified from 30 feet to 25 feet.

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

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

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

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

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

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 18th day of October, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

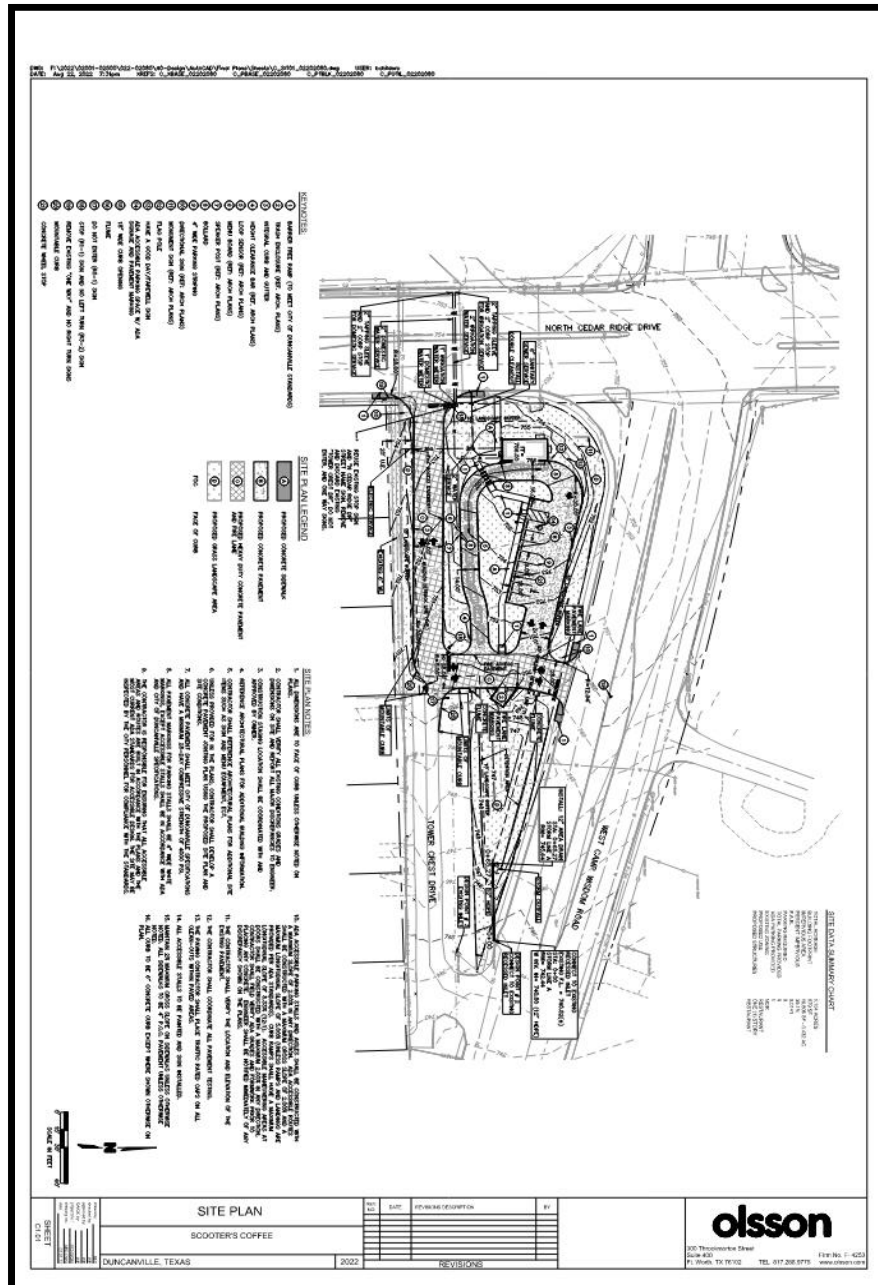
Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Approximately 1.104 acres being Lot 1-R, Block 15A, on Irwin-Keasler Red Bird Addition Unit #4, in the City of Duncanville, Dallas County, Texas and more commonly referred to as 700 West Camp Wisdom Road, Duncanville, Dallas County, Texas.

EXHIBIT B SITE PLAN





STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Conduct a public hearing for consideration and action regarding the request of Tiesha Lewis, Applicant and Owner, to include a Specific Use Permit "SUP" for Short-Term Rental on Huntington Park 1st, Block A, Lot 1, more commonly known as 919 Green Hills Road, Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Nathan Warren, Senior Planner

BACKGROUND/HISTORY:

Comprehensive Plan

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

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

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

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

Project Scope

The applicant is seeking approval to allow for the use of Short-Term rental at the subject property. The associated structure consists of a single-family residence, approximately 3,141 square feet in size. Exterior features include existing trees, an attached garage and driveway off Big Stone Gap Road, one storage building, and a swimming pool. There are no active code compliance violations.

Definitions

- A Short-Term Rental is defined as a residential unit offered for rental to guests for residential purposes for a period of one (1) to thirty (30) nights. Examples include, but are not limited to, Airbnb, Vacation Rentals by Owner, HomeAway, and other brokers. Such rentals may include a shared room, a single room, or the entire dwelling unit. These uses are conducted by the homeowner or tenant, not by a hotel or other business.
- A Long-Term Rental is defined as a single-family dwelling, two-family dwelling (duplex) and townhouse, or portion thereof that is rented or offered for rent for longer than 30 days as a residence to a non-family member.
- A Boarding House is defined as a temporary or permanent residence that provides housing for four (4) or more unrelated people. Such use is not licensed by the State.
- A Bed and Breakfast is defined as a generally small, owner-operated business providing the primary financial support of the owner. Usually, the owner lives on the premises. The building's primary usage is for business. Inns advertise, appropriate taxes, and post signs. Breakfast is the only meal served and only to overnight guests. The inn may host events such as weddings, small business meetings, etc. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property.

Parking

Single-Family Parking Requirements are as follows:

- Two (2) unenclosed, paved parking spaces.

The subject property has the required parking.

Surrounding Land Use and Zoning

To the north, east, and south of the subject property are existing single-family residences zoned SF-13, Single-Family Residential District. To the west of the subject property is an existing residential development zoned PD, Planned Development.

Short-Term Rental Standards

The Planning and Zoning Commission and the City Council shall consider the following standards listed in Section 3.04 (Short-Term Rental Standards) of the Zoning Ordinance:

- The applicant must obtain a Short-Term Rental permit from the City and provide proof of ownership of the residence.
- The applicant must demonstrate to the satisfaction of the City Planner that the unit and property do not have any outstanding issues related to taxes or building, electrical, plumbing, fire, health, housing, police, planning, noise, or code enforcement provisions.
- The applicant must submit a report to the City Planner each January that indicates the following:
 - The number of nights the unit was rented as a Short-Term Rental in the previous year.
 - Proof of payment of Hotel Occupancy Tax is submitted to the City in accordance with Chapter 18 Article II of the City's Code of Ordinances and
 - Proof of current property insurance.
- If the applicant has failed to meet one of these requirements, the City shall provide ten (10) calendar days of notice to comply.

- The City retains the right to suspend or remove a property from the registry. Once a property has been removed from the registry, the property shall not be added to the registry for at least one (1) year.
- Suspension or removal shall be at the discretion of the City Planner for reasons including, but not limited to, the following:
- The applicant has given false or misleading information during the application process.
- There has been a violation of any of the terms, conditions, or restrictions of this subsection.
- The applicant has failed to pay the Hotel Occupancy Tax in a timely manner; or
- The location has received three (3) complaints from the neighboring property owners for excessive noise or traffic within a twenty-four (24) month period.
- Continued operation of a Short-Term Rental following suspension or removal from the registry shall be considered a violation of this Zoning Ordinance.

Recommendation

The Planning & Zoning Commission considered the applicant's request and recommended approval by a vote of 5 to 1.

Recommended Conditions

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

POLICY EXPLANATION:

Notification

Sixteen (16) notices were sent out for this public hearing. At the time the meeting agenda was published, one (1) response had been received in opposition to the request. Letters will be received until Tuesday, October 18, 2022, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.

3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1- Legal Advertisement](#)

[Attachment 2 - Maps](#)

[Attachment 3 - Application](#)

[Attachment 4 - Property Survey](#)

[Attachment 5 - Floor Plan](#)

[Attachment 6 - Letter from Applicant](#)

[Attachment 7 - Letter to Owners within 200' Buffer & Responses](#)

[Attachment 8 - List of Property Owners](#)

[Attachment 9 - P&Z Minutes](#)

[Attachment 10 - Ordinance No. 2458](#)

Attachment 1

Advertise 1 time - By September 15

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-26

A public hearing will be held before City Council on Tuesday, September 26, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Short-Term Rental, on Huntington Park 1st Inst, Block A, Lot 1, more commonly known as 919 Green Hills Drive, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Kristin Downs, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

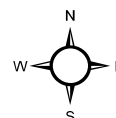
CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Nathan Warren,
Senior Planner

Attachment 2

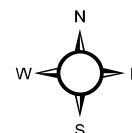


**SUP Request for Short-Term Rental
Case 2022-26
919 Green Hills Road**





**SUP Request for Short-Term Rental
Case 2022-26
919 Green Hills Road**



Attachment 3



Development Services
Planning Division
203 E. Wheatland Rd.
P.O. Box 380280
Duncanville, TX 75138
972-707-3878

ZONING CHANGE APPLICATION

CONTACT INFORMATION	Applicant/ Agent <u>Tiesha Lewis</u> Contact: _____	REQUIRED	
	☐ Engineer ☐ Architect ☐ Surveyor ☒ Owner ☐ Other Applicant/Agent Address: <u>919 Green Hills Rd</u> City: <u>Duncanville</u> State: <u>TX</u> Zip: <u>75137</u> Agent Email: _____ Telephone: _____ (Fax) _____ Property Owner: <u>Tiesha Lewis</u> Contact: _____ Owner Address: <u>919 Green Hills Rd</u> City: <u>Duncanville</u> State: <u>TX</u> Zip: <u>75137</u> Owner Email: _____ Telephone: _____ (Fax) _____		
	Property Address: <u>919 Green Hills Rd Duncanville, TX 75137</u> Legal Description of Property: <u>Lot 1, Block A, of Huntington Park First Installment</u> Lot No. <u>1</u> Block No. <u>A</u> Acreage: <u>0.37</u> Existing Zoning District: <u>SF-13</u>		
REQUEST TYPE	☐ Specific Use Permit - Commercial For _____ ☒ Specific Use Permit - Residential For <u>Short Term Rental</u> ☐ Change in Zoning From _____ To _____ ☐ Planned Development (PD) ☐ Amend PD Approval ☐ Development Plan Approval ☐ Conceptual Plan Approval ☐ Alternative Compliance Request	REQUIRED	
SUBMITTAL DOCUMENTS	ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION ☐ Completed application ☐ Application fee ☐ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat ☐ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation ☐ Electronic copies of all submittals via email		REQUIRED

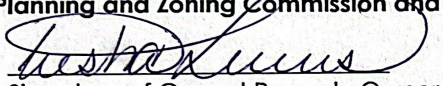
Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.


Signature of Current Property Owner

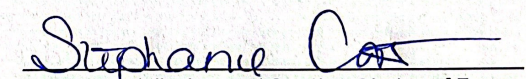
7/22/22
Date

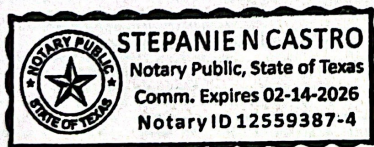
Notarization

BEFORE ME, Stephanie Castro, on this day personally appeared Tiesha Lewis, known to or proved to me on the oath of _____ or through TxD (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of July, 2022

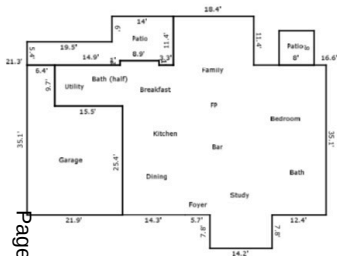
(Seal)


Notary Public in and for the State of Texas
My Commission Expires: 2/14/2026



Page 143 of 173

Attachment 5



Attachment 6

To Whom it May Concern,

I would like to request a special use permit to utilize my home as a short-term rental. The advertising for the short-term rental will appeal to families who are transitioning from their current residence to another. For instance, a family that has sold their primary residence while waiting for their new construction home to be built. The advertising will also appeal to families who may need housing during tournaments or games hosted at Duncanville High School. The advertising will strictly permit any large groups, parties or noise disturbances after 10pm.

Warm Regards,

Tiesha Lewis

A solid black rectangular box used to redact the signature of Tiesha Lewis.

Attachment 7

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com



September 13, 2022

Zoning File: 2022-26

Dear Property Owner:

Tiesha Lewis, Applicant and Owner, is requesting approval of a Specific Use Permit to allow for the use of Short-Term Rental of Huntington Park 1st Inst, Block A, Lot 1, more commonly known as 919 Green Hills Road, in the City of Duncanville, Dallas County, Texas.

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, September 26, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 18, 2022, at 7:00 p.m., both in 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 **October 18, 2022**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Kristin Downs, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lromero@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Nathan Warren

Nathan Warren
Senior Planner

Enclosures

City of Duncanville
Planning Division
203 E. Wheatland Rd.
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com



Septiembre 13, 2022

Archivo de zonificación: 2022-26

Estimado propietario:

Tiesha Lewis, solicitante y propietaria, está solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de Alquiler a Corto Plazo en Huntington Park 1st Inst, Block A, Lot 1, más comúnmente conocido como 919 Green Hills Road, en la ciudad de Duncanville, condado de Dallas, Texas.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 26 de Septiembre de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Octubre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Octubre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Kristin Downs, o a Nathan Warren, Planificador de la Ciudad, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico lromero@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente,

Nathan Warren

Nathan Warren
Planificador de la Ciudad

Recintos

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2022-26 Tiesha Lewis, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Huntington Park 1st Inst, Block A, Lot 1, more commonly known as 919 Green Hills Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for the use of **Short-Term Rental**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, September 26, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 18, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **October 18, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: _____

Address: _____

Signature: _____

Date: ____

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

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Caso No. 2022-26 Tiesha Lewis, Solicitante y Propietaria, está solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir el uso de Alquiler a Corto Plazo en Huntington Park 1st Inst, Block A, Lot 1, mas comúnmente conocido como 919 Green Hills Drive, en la Ciudad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir el uso de **Alquiler a Corto Plazo**.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 26 de Septiembre 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Octubre de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Octubre de 2022**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

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

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

Mis razones son las siguientes:

1).

2).

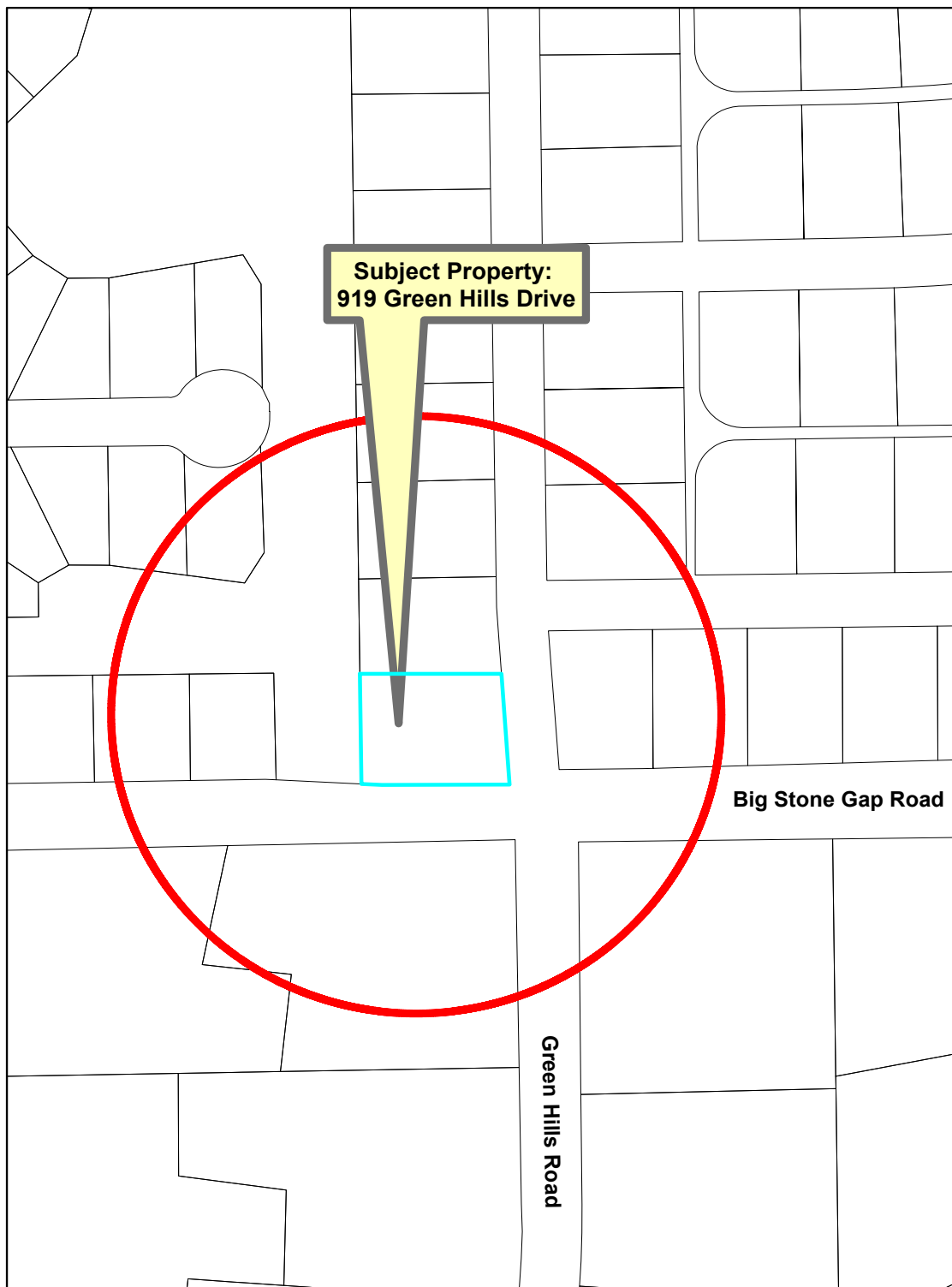
3).

Nombre
impreso: _____

Dirección: _____

Firma: _____

Fecha: ____





September 5, 2022

Dear Mr. Warren,

I am writing to you in response to a letter I received concerning the rezoning of a property to allow Short-Term rental at 919 Greer Hills Rd.

I have indicated on the enclosed map where my property is located.

I oppose the rezoning of the property for the reasons that follow.

1. Increase in Noise

There is considerable traffic on Big Stone Gap, especially big trucks. Several years ago I asked the city to post signs to prohibit trucks, but the trucks continue at all hours of the day and night. Having short term rental property would increase the traffic and noise.

2. Problem with Parking

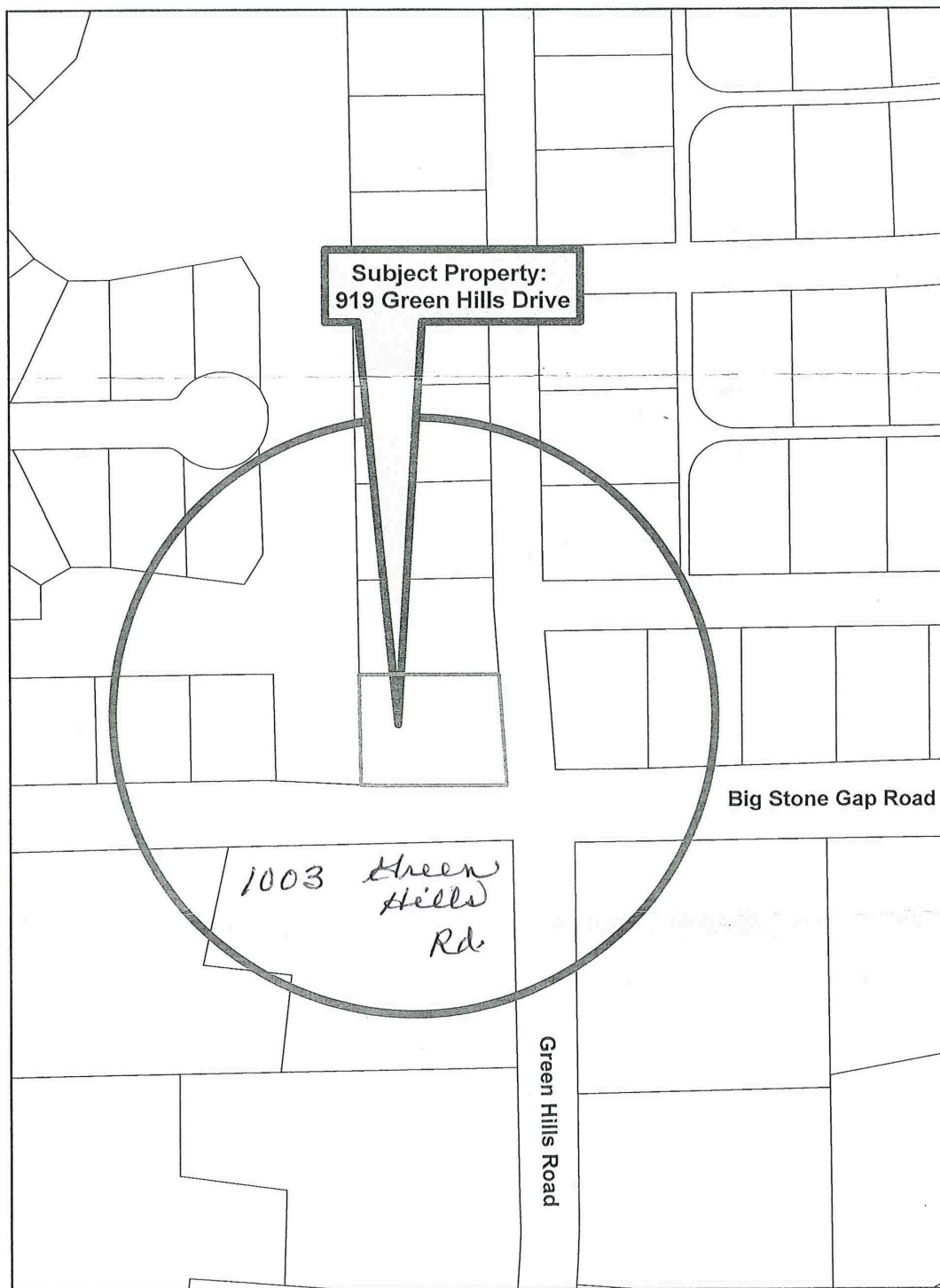
The rental property has only a small driveway which exits on Big Stone Gap. Big Stone Gap is only a four lane street. If the renters needed parking spaces, they would park on Big Stone Gap or Green Hills Rd which is a narrow street.

3. Increase in Litter

I live on the corner of Big Stone Gap and Green Hills Road. There is always trash in my yard or in the creek which runs on the edge of the property. People coming and going would also bring a problem with litter.

I hope my objections to this proposal is taken under careful consideration. I have lived here for 54 years, and I love the town and people. I sincerely hope that this area will remain beautiful and peaceful.

Sincerely,
Honna Burson



The following form may be filled out and mailed to:

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



Case No. 2022-26 Tiesha Lewis, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Huntington Park 1st Inst, Block A, Lot 1, more commonly known as 919 Green Hills Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for the use of **Short-Term Rental**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, September 12, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, October 4, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **October 4, 2022**, to fulfill legal requirements for a written formal protest.

Please check one:

☐ In favor of granting the zoning request.

☒ Not in favor of granting the zoning request.

My reasons are as follows:

1. Noise - There is already increased noise due to the fact trucks go down Big Stone Gap at all hours even though there are signs posted no trucks.
2. Parking - There is limited parking at the house, so cars would park on Big Stone Gap or in front of house where street is narrow.
3. Clutter - Since I live on corner lot there will be issues with clutter.

Printed Name: DONNA BURSON

Address: 1003 Green Hills Rd more

Signature: Donna Burson

Date: 8/30/2022

75137

issues with clutter

Attachment 8

MCCOWN DARNELL &
1230 WESTMINISTER LN
DUNCANVILLE, TEXAS 751372046

KELLY SCOTT & AMANDA &
910 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372021

WOODSON TERRANCE S &
915 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372020

BURSON G GENE EST OF
1003 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372813

SIMPSON VORNADETTE C
1319 BIG STONE GAP RD
DUNCANVILLE, TEXAS 751372001

MCKEE ROBERT G & CAROL E
919 MIDDLE RUN PL
DUNCANVILLE, TEXAS 751372031

MARROQUIN LETICIA
1234 WESTMINISTER LN
DUNCANVILLE, TEXAS 751372046

WALKER ROGER D & RUTH A
907 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372020

LAMPKIN TIESHA
919 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372020

RIVERA MELISSA REYES &
1002 PEBBLE SPRINGS PL
DUNCANVILLE, TEXAS 751372836

DUNCAN RICHARD G &
1323 BIG STONE GAP RD
DUNCANVILLE, TEXAS 751372001

JOHNSTON THOMAS R &
906 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372021

CANTRELL LONNIE D & SARA L
911 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372020

TRUJILLO CARLOS EVERARDO &
1002 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372814

GREENE HOME OWNERS ASSN
PO BOX 381636
DUNCANVILLE, TEXAS 751381636

JOHNSON LILLIAN
923 MIDDLE RUN PL
DUNCANVILLE, TEXAS 751372031

16 notices

**PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, SEPTEMBER 26, 2022 @ 7:00 P.M.**

A meeting for the Planning and Zoning Commission was held on Monday, September 26, 2022, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chair
Elias Rodriguez	Vice-Chair
Jana McBroom	Commissioner
Javar Avery	Commissioner
Misty Bain	Commissioner
Charles Smith	Commissioner

Staff:

Jeremy Tennant, Director of Planning and Neighborhood Services
Nathan Warren, Senior Planner
Lynette Romero, Planning Technician

Item No. 1 – Call to Order.

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

Item No. 2 – Receive Public Comments.

None.

Item No. 3 – Approval of meeting minutes for the regular meeting on August 22, 2022, and cancelled meeting on September 12, 2022.

Commissioner Rodriguez made a motion to approve the item as stated, Commissioner Avery seconded the motion. The vote was cast 6 for, 0 against.

Item No. 4 – Conduct a public hearing (2022-26) for consideration and action regarding the request of Tiesha Lewis, Applicant and Owner, to include a Specific Use Permit “SUP” for Short-Term Rental on Huntington Park 1st, Block A, Lot 1, more commonly known as 919 Green Hills Road, Duncanville, Dallas County, Texas

Staff presented background information regarding the SUP request. Commissioner Rodriguez asked staff who would enforce the staff recommended provisions. Staff stated that City staff would be responsible for ensuring that the applicant complies with staff recommended provisions. The applicant and owner, Tiesha Lewis, was present and spoke in favor of her request. Commissioner Avery asked Ms. Lewis if she resided at the home. Ms. Lewis stated she just recently moved to Grand Prairie. Commissioner Rodriguez asked Ms. Lewis if she would be renting out by room or the entire dwelling. Ms. Lewis stated she intends to rent the entire dwelling with a minimum two-night stay. Commissioner Bain asked Ms. Lewis if she would be personally managing the property. Ms. Lewis answered in the affirmative.

Chair Culbreath opened the floor for public comments. Donna Burson of 1003 Green Hills Road, Duncanville, TX 75137, spoke. She completed a comment card in opposition of the SUP request. Ms. Burson stated that after hearing the applicant speak, she felt more comfortable about the request. Commissioner Avery asked Ms. Burson about her concern. She stated she was concerned about the short-term rental bringing noise to the neighborhood. Commissioner McBroom made a motion to close the public hearing. Commissioner Rodriguez seconded the motion. The vote cast 6 for, 0 against. Commissioner McBroom made a motion to approve the item with the addition of staff recommended provisions. Commissioner Smith seconded the motion. The vote cast 5 for, 1 against. Item passed.

Item No. 5 – Discuss the implementation of the 2023 Planning and Zoning calendar.

Staff presented two different calendars. One calendar consisted of two meetings a month and the other consisted of one meeting a month. Members of the Commission discussed their opinion regarding the two presented calendars. Staff also mentioned to the Commission that having one meeting a month would potentially allow staff to be able to set up recording for every meeting utilizing the Swagit system. Commissioner Rodriguez made a motion to approve the calendar consisting of a once-a-month meeting. Commissioner Smith seconded the motion. The vote cast 6 for, 0 against. Item passed.

Item No. 6 – Continue discussion pertaining to the five-year comprehensive plan update. Discuss incorporating new areas of interest within the area maps. Discuss the implementation of Green Energy into the Comprehensive Zoning Ordinance.

Staff did not have any updates currently regarding the update of the Comprehensive Plan. Commissioner Avery made a brief statement to announce his resignation from the Planning and Zoning Commission. Chairperson Culbreath and Commissioner Smith both made statements that they were saddened by the news of Commissioner Avery's resignation yet encouraged him to continue moving forward in his endeavors to make the City of Duncanville a better place.

Item No. 7

The meeting was adjourned at 7:39 p.m.

APPROVED:

Betty Culbreath, Chair

ATTEST:

Nathan Warren, Senior Planner

ORDINANCE NO. 2458

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SF-13 SINGLE-FAMILY RESIDENTIAL DISTRICT TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR SHORT-TERM RENTAL ON REAL PROPERTY LOCATED ON HUNTINGTON PARK 1ST, BLOCK A, LOT 1, MORE COMMONLY KNOWN AS 919 GREEN HILLS ROAD, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS, IF ANY; 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, by amending the existing SF-13 Single-Family Residential District zoning to grant a Specific Use Permit "SUP" to allow for Short-Term Rental on real property located on Huntington Park 1st, Block A, Lot 1, more commonly known as 919 Green Hills Road, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville and regulations under the Code of Ordinance, as heretofore amended, and subject to the following additional special conditions:

- No loud and raucous noise may be present on the property between the hours of 10:00 p.m. and 7:00 a.m.
- The owner shall comply with Short-Term Rental registration ordinance as provided in the Code of Ordinances.

- The property must continue to be in good standing by not having any outstanding issues related to taxes or code compliance provisions.
- A report must be submitted to Planning staff each January that indicates the following:
 - The number of nights the unit was rented as a Short-Term Rental in the previous year
 - Proof of payment of Hotel Occupancy Tax
 - Proof of current property insurance
- The property will be suspended or removed from the registration list for one (1) year if false or misleading information is provided, there has been a violation of the terms, conditions, or restrictions or if the Hotel Occupancy Tax has not been paid in a timely manner.
- Continue operation of a Short-Term rental without permit or violation of this Ordinance.

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 ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of October, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Being all of an approximately 0.369-acre lot, tract, or parcel of land recorded as Block A, Lot 1, Huntington Park 1st, City of Duncanville, Dallas County, Texas, more commonly known as 919 Green Hills Road.



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Consider amending the code of ordinances by amending Chapter 12 “Miscellaneous Offenses and Provisions”, Article XXIII ‘Secondary Metal Recyclers’, by amending Section 12-256 ‘Definitions’ by adding the definition of ‘Catalytic Converter’ and by adding a new Section 12-260A ‘Possession of Catalytic Converter.’

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:

The National Insurance Crime Bureau (NICB) has reported that the claims of catalytic converter thefts rose nationwide from 3,389 in 2019 to 65,400 in 2021. Catalytic converters are devices required on vehicles made after 1974 which convert environmentally hazardous exhaust emitted by an engine into less harmful gases. Materials that can speed up chemical reactions at very high temperatures while maintaining their molecular integrity are needed. Materials that can do all of these things are scarce. Vehicle manufacturers rely on three precious metals to use in their catalytic converters; Palladium, platinum, and Rhodium. Palladium is rarer than gold. Platinum and Rhodium are also quite rare, as well. Depending on make and model, vehicles average between three (3) to ten (10) grams of one of these rare metals in its catalytic converter. Earlier this year, one ounce of Palladium was worth \$2,400.00. The math is easy if we remember there are twenty-eight (28) grams in one (1) ounce. Platinum was valued at \$1,000.00 an ounce, and Rhodium at \$16,000.00 per ounce. Rhodium’s value is based not only on its scarcity but it is a metal resistant to corrosion and has a very high melting point. So, while the precious metals make the catalytic converters valuable, the catalytic converters are placed underneath vehicles that are accessible to anyone who can slide under a car. Someone so inclined can make two cuts with a battery-operated saw, and they have the device and are gone within a couple of minutes. Thousands of cars are parked daily everywhere; shopping malls, apartment complexes, and entertainment venues, to name a few locations.

Extracting precious metals from the devices can be dangerous and time-consuming without appropriate knowledge and equipment. So, most criminals who steal these devices usually sell them to a metal recycler for \$50.00 to \$300.00 each. The recycler then extracts the metal and makes money as well. The ease at which the devices are stolen, the inability to track the devices, and the money made has caused thefts of catalytic converters to become a target of criminal enterprises, some of which are international criminal enterprises. These criminals and enterprises have also become violent in committing this prolific crime. Earlier this year, a catalytic converter thief shot and killed an off-duty Harris County deputy when he tried to intervene in a theft of a converter.

In Duncanville in 2021, one hundred thirteen (113) catalytic converters were reported stolen from vehicles. As of the end of June 2022, sixty-two (62) catalytic converters were reported stolen from vehicles in Duncanville. The average cost and installation of a new catalytic converter for someone with comprehensive auto insurance is around \$3,000.00. Without insurance, one can expect to pay \$10,000.00 - \$12,000.00, depending on the converter.

So, what is anyone doing about target-hardening to prevent these crimes? Many state legislatures, including Texas, have enacted laws. The Texas law requires certain documentation for transactions involving catalytic converters, retention of that documentation, and waiting periods before devices can be resold or removed from the sale location. Vehicle manufacturers are considering relocating catalytic converters on vehicles to make them less accessible. Even if they began to do so immediately, it would take years for vehicles with such a reconfiguration to dominate roadways. The Duncanville Police Department offers vehicle identification number (VIN) etching on catalytic converters, which deters these types of thefts because the devices are more difficult to sell legitimately. Some Texas municipalities, such as Humble and, more recently, Frisco, have passed ordinances outlawing the mere possession of severed catalytic converters without appropriate documentation and requiring documentation for all sales of catalytic converters to secondary metal recyclers or auto repair shops.

POLICY EXPLANATION:

Catalytic converter theft has become an incredibly pervasive crime being committed all over the country. This ordinance amendment would provide Duncanville Police Officers with another investigative tool to help hold those accountable for committing this crime.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Ordinance No. - 2057R - Secondary Metal Recyclers - Catalytic Converters - Pdf](#)

ORDINANCE NO. 2057R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 “MISCELLANEOUS OFFENSES AND PROVISIONS”, ARTICLE XXIII ‘SECONDARY METAL RECYCLERS’, BY AMENDING SECTION 12-256 ‘DEFINITIONS’ BY ADDING DEFINITION OF ‘CATALYTIC CONVERTER’ AND BY ADDING A NEW SECTION 12-260A ‘POSSESSION OF CATALYTIC CONVERTER’; PROVIDING A PENALTY CLAUSE; AND PROVIDING SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas (“City Council”) finds and determines that it would be advantageous and beneficial to the citizens of the City of Duncanville, Texas, to amend Chapter 12 of the Duncanville Code of Ordinances, as set forth herein; and

WHEREAS, due to the precious metals of rhodium, palladium, and platinum contained in catalytic converters, the National Insurance Crime Bureau has reported that the claims of catalytic converters thefts rose nationally from 3,389 in 2019 to 65,400 in 2021, a 1,215 percent increase; and

WHEREAS, on September 1, 2021, Texas H.B. 4110 was enacted to address this issue, however; the bill only addressed those trying to sell or purchase catalytic converters; and

WHEREAS, city staff recommends adopting an ordinance focused on the possession of cut or un-bolted, catalytic converters which are common methods to remove catalytic converters during theft;

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approved and amends the Code of Ordinances, Chapter 12, “Miscellaneous offenses and provisions”, Article XXIII “Secondary metal recyclers” by amending Section 12-256 “Definitions” by adding definition for catalytic converter to hereinafter read as follows:

“CHAPTER 12 – MISCELLANEOUS OFFENSES AND PROVISIONS

ARTICLE 1. – IN GENERAL

.....

ARTICLE XIII. – SECONDARY METAL RECYCLERS

Sec. 12-255. – Purpose.

.....

Sec. 12-256. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Bales of recycled metal.

Catalytic converter. Shall mean an exhaust emission device that reduces toxic gases and pollutants from an internal combustion engine including any material from such converter.

Check.”

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approved and amends the Code of Ordinances, Chapter 12, “Miscellaneous offenses and provisions”, Article XXIII “Secondary metal recyclers” by adding new Section 12-260A “Possession of catalytic converter” to hereinafter read as follows:

“CHAPTER 12 – MISCELLANEOUS OFFENSES AND PROVISIONS

ARTICLE 1. – IN GENERAL

.....

ARTICLE XIII. – SECONDARY METAL RECYCLERS

Sec. 12-255. – Purpose.

.....

Sec. 12-260. – Restrictions on the purchase of regulated metal property

(a)

Sec. 12-260A. - Possession of catalytic converter

(a) It shall be unlawful and an offense for any person or entity other than a secondary metal recycler licensed in accordance with this Article to possess a used catalytic converter that was removed from a motor vehicle.

(b) Its shall be an affirmative defense to the prosecution for an offense under this section if the person or entity:

- (1) Provides the year, make, model and vehicle identification number for the vehicle from which the catalytic converter was removed, a copy of the certificate of title or other documentation indicating that the person or entity has an ownership interest in such vehicle and proof that the catalytic converter was removed from such vehicle; or
- (2) Presents proof that the possession of the catalytic converter lawfully passed from the owner of the vehicle from which the catalytic converter was removed to the person or entity in possession of the catalytic converter.”

SECTION 2. *Penalty.* Any person who violates any provision of this Ordinance shall be guilty of an offense and be punished by a fine not to exceed Two Thousand Dollars (\$2,000). Each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 3. *Severability.* If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

SECTION 5. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. *Open Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 7. *Effective Date.* This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of October 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 18 Oct 2022

TITLE:

Consider an Ordinance amending Chapter 19 "Traffic", Article VI "Stopping, Standing and Parking", Section 19-116 "No Parking and/or Placement of Oversized Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets" by repealing Section 19-116 "No Parking and/or Placement of Oversized Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets" in its entirety and replacing it with a new Section 19-116 "No Parking and/or Placement of Oversized Vehicle(s), Storage Unit, Cargo Container, or Recreational Vehicle on City Streets".

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Chief Mark LiVigni

BACKGROUND/HISTORY:

Routinely, the police department receives parking complaints of trailer parking, including boat trailers, homemade trailers, and other small trailers parked on residential streets due to residents believing doing so violates city ordinance. However, police officers who respond to these types of complaints for enforcement purposes are conflicted by ordinances which seem to be contradictory, but by spirit have applied to different types of "trailers."

City Ordinance Section 19-115 (**Standing or parking of trucks, tractors, trailers, and commercial vehicles**) seems to make leaving, parking, or standing any trailer in residential areas (non-Industrial areas) illegal with no exceptions. From personal knowledge and discussions with our city attorney, this ordinance deals with trailers pulled by tractors (18 wheelers). However, (e) provides certain defenses pertaining tractor-trailers used for railroad purposes on railroad property, while expeditious loading or unloading of passengers, freight, merchandise, or property takes place, vehicles operated by churches,

day care centers, the United States Postal Service, the Duncanville Independent School District, or the City of Duncanville. There is no exception or defense for lawn maintenance trailers to park temporarily to perform lawn work.

City Ordinance Section 19-116 (**No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets**) prohibits vehicles listed, “or any item of personal property...” to be left, parked, or permitted or allowed to be upon any public street, highway, or right-of-way if less than eight (8) feet in width, eleven (11) feet in height, or thirty-six (36) feet in length. Most small trailers including boat trailers, homemade trailers fall within these listed dimensions.

POLICY EXPLANATION:

If the City Council desires to prohibit small trailer parking on residential streets with some defenses, staff recommends consideration be given to an amendment to City Ordinance 19-116 as proposed by the city attorney, which prohibits such small trailer parking on public streets between 11:00 p.m. and 7:00 a.m. the following morning, each day.

FUNDING SOURCE:

ORG and Object Number

There is no funding needed for this item.

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - pictures](#)

[Attachment 2 - Ordinance No. - 2218R - No Parking - Trailers](#)



ORDINANCE NO. 2218R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19 “TRAFFIC”, ARTICLE VI ‘STOPPING, STANDING AND PARKING’, SECTION 19-116 “NO PARKING AND/OR PLACEMENT OF OVERSIZED VEHICLE(S), STORAGE UNIT, CARGO CONTAINER, OR RECREATIONAL VEHICLE ON CITY STREETS’ BY REPEALING SECTION 19-116 ‘NO PARKING AND/OR PLACEMENT OF OVERSIZED VEHICLE(S), STORAGE UNIT, CARGO CONTAINER, OR RECREATIONAL VEHICLE ON CITY STREETS’ IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 19-116 ‘NO PARKING AND/OR PLACEMENT OF OVERSIZED VEHICLE(S), STORAGE UNIT, CARGO CONTAINER, OR RECREATIONAL VEHICLE ON CITY STREETS’; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the “City”) desires to amend its Stopping, Standing and Parking section; and

WHEREAS, the City Council of the City has determined that amending said section of the Code of Ordinances promotes safety, and welfare of the City and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approved and amends the Code of Ordinances, Chapter 19 “Traffic”, Article VI. “Stopping, Standing and Parking” by repealing Section 19-116 “No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets” in its entirety and replacing it with a new Section 19-116 “No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets” to hereinafter read as follows:

“CHAPTER 19 – TRAFFIC

ARTICLE 1. – IN GENERAL

.....

ARTICLE VI. – STOPPING, STANDING AND PARKING

Sec. 19-105. – Parking prohibited generally

.....

Sec. 19-116.- No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets.

- (a) It shall be unlawful for any person or owner to leave, park, permit or allow any tractor, semi-trailer, trailer, commercial motor vehicle, upon any public street, highway or right of way between the hours of 11:00 pm and 7:00 am.
- (b) In addition to the prohibition of subsection (a), it shall be unlawful for any person or owner to leave, park, permit or allow any item of personal property which equals or exceeds any, or a combination thereof, eight feet in width, 11 feet in height or 36 feet in length, upon any public street, highway or rights-of-way.
- (c) It shall be a defense to a violation as set forth in subsection (a) if:
 - (1) Said item of personal property or vehicle is for the purpose of actively loading or unloading freight or merchandise.
 - (2) The said vehicle, semi-trailer, trailer, commercial motor vehicle, storage container, cargo container or item of personal property is being used by a public utility company the city or any of its contractors while engaged in construction, repairing or extending streets, public service utilities, or any other city services.
- (d) In a prosecution of an offense under this section, it shall be presumed that the registered owner of an unattended vehicle, trailer, commercial motor vehicle, cargo container, storage unit or item of personal property was the person who caused, permitted, suffered or allowed such vehicle or item of personal property to be placed in the city street, highways and/or right-of-ways.
- (e) In addition to any other remedies under the code, the city manager or designee may abate such nuisance and cause the removal of such vehicle, semi-trailer, trailer, commercial motor vehicle, storage container, cargo container or item of personal property.”

SECTION 2. *Penalty.* Any person who violates any provision of this Ordinance shall be guilty of an offense and be punished by a fine not to exceed Two Thousand Dollars (\$2,000). Each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 3. *Severability.* If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. *Conflict of Ordinances.* That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting with the provisions of this Ordinance be, and the same are hereby

amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. *Open Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 7. *Effective Date.* This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of October 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney