

**City Council  
Staff Agenda Report**

**Agenda Item: 7c.**

**Agenda Subject:** Consideration to amend the City of Dalworthington Gardens Code of Ordinances, Chapter 13, regarding regulations for garbage and recycling pickup

<p><b>Meeting Date:</b></p> <p>July 18, 2019</p>	<p><b>Financial Considerations:</b></p> <p><b>Budgeted:</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p><b>Strategic Vision Pillar:</b></p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input checked="" type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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**Prior Council Action:** Council asked for a change in the Solid Waste Ordinance in June.

**Background Information:** When looking over the draft, please notice the color code I have used. I have taken from Pantego and Mansfield’s ordinances. The draft has been sent to Cara and I expect to have her suggestions to language at the Council meeting. If you see duplicate language, it is because I want you to choose which language you want in the ordinance.

**Justification for Request:** The Solid Waste Ordinance is outdated and needs updating.

**Recommended Action/Motion:** Motion to approve changes to the City’s Solid Waste Ordinance.

**Attachments:** Solid Waste Ordinance - Draft

## ARTICLE 13.03 SOLID WASTE<sup>‡</sup>

### Division 1. Generally

Black – Wording from current DWG Code

Red – Wording from Pantego's Code

Blue – Sherry's comments

Purple – Wording from Mansfield's Code

#### Sec. 13.03.001 Title

This article shall be known as the garbage and trash disposal ordinance of the city. (2005 Code, sec. 8.3.01)

#### Sec. 13.03.002 Definitions

The following words and terms, when used in this article, shall have the meanings respectively ascribed to them in this section:

Acceptable brush. Tree trimmings that are bundled in lengths no more than four feet (4') and no more than fifty (50) pounds in weight.

Acceptable waste. Any nonhazardous garbage, trash, debris, brush, bulky waste, dead animals, stable matter, yard waste, recyclable materials and other refuse which the collector is legally permitted to accept for collection and delivery for disposal pursuant to the terms of its operating permit(s), including, but not limited to acceptable brush, commercial waste, industrial waste and residential waste, but excluding unacceptable waste.

~~Approved container. A receptacle for garbage and trash meeting specifications prescribed by the city.~~

Brush. Tree and shrub trimmings which are not susceptible to placement in regulation containers.

Bulky waste. Solid waste items of such size or quantity that the items cannot feasibly be collected in a normal solid waste collection. Bulky waste includes, but is not limited to: furniture, carpet, concrete, automobile tires, mattresses, dirt, bricks, and appliances.

Bundled Brush. Brush securely tied together for form an easily handled package not exceeding four feet in length or 50 pounds in weight.

City. The City of Dalworthington Gardens; for the purposes of the notices, consents and approvals required by this article, the water and sewer superintendent of the city or his duly authorized representative.

Collector. The person, firm or corporation under contract to the city to perform on its behalf the functions of collecting and disposing of garbage, trash and other solid wastes within the city.

Container. An approved container, meaning for residential customers a plastic bag of specifications equal to the container sold by the city for solid waste collection purposes.

Commercial container. Metal containers supplied by city's solid waste contractor for collection of garbage or recycling and affording capacity to service a customer so as to prevent spillage, unsightly, and unsanitary conditions.

Commercial waste. All types of acceptable waste generated or discarded by stores, offices, restaurants, warehouses, multifamily housing units which utilize commercial containers and other nonmanufacturing activities at commercial and industrial units, excluding residential waste and industrial waste. The term "commercial waste" shall include construction and demolition debris.

Curbside service. Garbage, trash, and recyclable materials to be picked up by the city's solid waste contractor which will be located at the curbside of the street bearing the customer's address.

Customer. Any owner, occupant, tenant, or person otherwise in control of any premises in the city on which garbage and trash are accumulated and from which the same is removed or required to be removed pursuant to the terms of this article.

Debris. Dirt, concrete, rocks, bricks, lumber, plaster, or other waste building material.

Garbage. Refuse animal or vegetable matter, as from a kitchen or food processing facility.

Garbage. All animal and vegetable matter, such as waste material and refuse from kitchens, residences, grocery stores, butcher shops, restaurants, cafes, drugstores, hotels, rooming and boarding houses, and other deleterious substances, not including dirt, concrete or rocks.

Hazardous waste. Solid waste identified or listed as a hazardous waste by the administrator of the United States

Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.).

*Industrial waste.* Any acceptable waste resulting from or incidental to any process of industry or manufacturing, mining or agricultural operations. The term “industrial waste” shall include class III industrial solid waste (as defined under title 30, part I, chapter 330, subchapter A, rule 330.2 of the Texas Administrative Code), but shall exclude unacceptable waste and class I industrial solid waste and class II industrial solid waste.

*Recyclable material.* A material that has been recovered or diverted from the nonhazardous waste stream for the purpose of reuse, recycling or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Refer to the City’s solid waste provider for allowed recyclable items.

*Residential.* Pertaining to any structure or premises used for permanent living quarters of whatever type, including conventional one-family residences, duplexes, multifamily residences, apartments, or mobile homes.

*Residential waste.* All acceptable waste that is placed in bags or disposable containers, bulky waste or bundles generated, produced or discarded by a generator at a residential unit.

*Trash.* All refuse other than garbage, debris, and brush, as herein defined, including any household trash and yard trash (grass clippings, leaves, etc.).

*Trash.* Rubbish, such as feathers, coffee grounds, ashes, tin cans, paper bags, boxes, glass, shrubs, yard cleanings, leaves, not including dirt, concrete or rocks. (Ordinance 2000-02, sec. 1 (8.36.010), adopted 4/24/00)

*Trash.* All household refuse other than garbage, debris, loose brush, and bulky waste. **TRASH** shall include grass, yard clippings, weeds, heavy accumulations of newspaper and magazines, recyclable materials, old clothes, and other household trash of like kind, but shall not include unacceptable waste.

*Unacceptable waste.* Any and all waste that the collector is not authorized to accept for collection and delivery for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, hazardous waste, certain pathological and biological wastes, explosives, radioactive materials and any other materials deemed by federal, state or local law, or in the reasonable discretion of collector, to be dangerous or threatening to health or the environment or collector’s operations.

*Yard waste.* Leaves, yard and garden debris and brush, including clean woody vegetative material not greater than six (6) inches in diameter that results from landscaping maintenance and land clearing operations, including, without limitation, brush. The term specifically excludes grass clippings, stumps, roots or shrubs with intact root balls and unacceptable waste.

### **Sec. 13.02.002 Intent and general prohibitions**

The collection, removal and disposal of all garbage and trash shall be carried on in a systematic and efficient manner, keeping the entire town in a clean and sanitary condition. The collector is authorized to collect acceptable waste. Any person who places unacceptable waste for regular collection by the collector at a collection point such as an alley, street curb or designated collection point commits an offense within the meaning of Texas Government Code section 29.003(a)(2)(A) in violation of this article which pertains to fire safety, or public health and sanitation, including dumping of refuse.

### **Sec. 13.03.003 Duties of city as to inspection and enforcement**

In addition to the usual enforcement agencies of the city, it is hereby made the duty of the city ~~to make inspection trips at regular intervals~~ to determine whether or not garbage, trash and rubbish are being properly collected, removed and disposed of as required by the provisions of this article or any other applicable health ordinance. In the event it is found that this article or any other applicable ordinance is being violated, appropriate and timely action shall be taken to ensure a full compliance with its provisions. (2005 Code, sec. 8.3.18) A user who has violated, or continues to violate, any provision of this article, shall be liable to the city for a maximum civil penalty of two thousand dollars (\$2,000.00) per violation, per day.

### **Sec. 13.02.004 Depositing refuse on public or private property**

It is unlawful for any person to sweep, throw or deposit any garbage, trash, dirt, concrete, rocks, grass clippings, stagnant water or dead animal into, upon or along any drain, gutter, alley, sidewalk, street or vacant lot, into any other person’s trash container, or upon any public or private premises within the corporate limits of the town. (Ordinance 2000-02, sec. 1 (8.36.030), adopted 4/24/00)

**State law reference**—Illegal dumping, V.T.C.A., Health and Safety Code, sec. 365.012.

### **Sec. 13.02.00X Collection required; Authority to collect**

(a) Every person who owns, occupies, or controls any premises in the city shall have garbage and trash removal.

- (b) No person shall collect garbage, trash, or refuse within the City except a person, firm, or corporation who has a contract or franchise with the City.
- (c) No person shall collect recyclable materials from another person's commercial property, in exchange for the payment of a fee within the City, except for a person, firm, or corporation who has a contract with the City or who has been issued a license from the city. Is this item necessary?

**Sec. 13.03.004 Containers required; containers to be kept closed**

- (a) Duty to provide containers. Every customer shall provide and use approved containers sufficient in number to hold the garbage and trash normally accumulating on the premises of said customer.
- (b) Duty to secure containers. Every customer shall keep all garbage and trash containers used by it securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents, and other animals.

(2005 Code, sec. 8.3.03)

**Sec. 13.02.005 Containers required**

Every owner, tenant or lessee using or occupying any building, house or structure within the corporate limits of the town for residences, churches, schools, colleges, lodges, or commercial, business or other purposes shall provide and maintain garbage bags and/or receptacles of sufficient number and type, as specified in this article, to hold the garbage and trash that will normally accumulate on the premises. (Ordinance 2000-02, sec. 1 (8.36.040), adopted 4/24/00)

**Sec. 13.02.006 Types of containers**

Each of the owners, occupants, tenants or lessees described in section 13.02.005 of this article shall provide suitable containers for garbage and trash, substantially constructed. Residential customers shall provide disposable containers. Commercial customers shall utilize dumpsters or disposable containers. (Ordinance 2000-02, sec. 1 (8.36.050), adopted 4/24/00)

**Sec. 13.03.005 Placement of containers for residential customers**

It shall be the duty of each customer of residential premises in the city to place garbage and trash containers at locations as follows:

- (1) Premises on alleys. If the premises from which garbage and trash are to be collected are adjacent to a dedicated public alley, the customer shall place all containers adjacent to the alley at a location on the premises and easily accessible to the collector from outside said premises.
- (2) Other premises. In the event there is no alley adjacent to the premises, the customer shall place all containers for collection at curbside on the street on which said premises are addressed.
- (3) Designation of collection point. In the event it is not practical to place containers for collection at locations hereinabove provided, the city shall designate the point most easily accessible for collection in such instances.
- (4) Time of placement. ~~All containers shall be placed at the hereinabove prescribed locations not later than 7:00 a.m. on the day of scheduled collection. In this regard, it shall be unlawful for any customer to place any container of garbage at said location prior to the day of scheduled collection.~~ There is no specified time for placement of containers; however, if containers are not at curbside at the time of garbage, trash, or recycling pickup service, pickup service will not be available until the next pickup day. *(Sherry needs help rewording this. We could delete the entire section, but I would rather us state something).*

(2005 Code, sec. 8.3.04)

**Sec. 13.03.006 Bundled trash and brush**

In the event trash is of such a nature that it cannot be placed in approved containers, it shall be placed in bundles or disposable containers having outside dimensions of no more than four (4) feet, weighing not more than fifty (50) pounds, and shall be placed for collection as provided in section 13.03.005 hereof. Brush shall be cut in lengths not to exceed four (4) feet and shall be trimmed and stacked at curbside to a height of not more than three (3) feet with the larger ends placed toward the curb or street. All vines and thorny bushes shall be placed in disposable containers. No bundle, container, or other item shall weigh more than fifty (50) pounds. (2005 Code, sec. 8.3.05) *changed from sixty (60) to fifty (50) because of language in first sentence.*

- (c) Notwithstanding any provisions of section 13.02.008 or subsections (a) or (b) of this section, in no event shall any person place bulky waste for regular collection by the collector at a collection point such as an alley, street curb or designated collection point, and any person doing so commits an offense within the meaning of Texas Government Code

section 29.003(a)(2)(A) in violation of this article which pertains to fire safety, or public health and sanitation, including dumping of refuse. (Ordinance 13-724, sec. 3, adopted 9/9/13)

**Sec. 13.03.013 Draining and wrapping of garbage and trash** *(Sherry moved this paragraph up)*

All garbage or trash that is mixed with water or other liquids shall be drained before being put into a garbage or trash container. All animal matter subject to decomposition shall be well wrapped in paper or other combustible material before being deposited in such container. (2005 Code, sec. 8.3.10(B))

**Sec. 13.03.012 Duty of customer to see that containers are emptied** *(Sherry moved this paragraph up)*

Every customer is hereby required to maintain constant supervision and surveillance over garbage containers on his premises. If, after having been timely placed for collection, the containers are not collected or emptied and the contents removed, as the case may be, by an agent or representative of the city or other duly authorized person within a period of twenty-four (24) hours of scheduled collection, the customer shall promptly notify the city of this fact. (2005 Code, sec. 8.3.11) It is also the resident's responsibility to gather any trash that escapes from his or her garbage, trash, or recycling containers.

**Sec. 13.03.007 Rates for residential customers**

The collection and removal of garbage and trash in disposable containers from premises used for residential purposes shall be made two (2) times each week. The fair and reasonable charges for such services shall be as established in the fee schedule in appendix A of this code *should this say "in the city secretary's office?"* Said charges shall accrue for each and every month or any portion thereof during which such service is available and provided to the customer. When a customer has an active water account with the city, said charges shall be due and payable simultaneously with charges for water service. (2005 Code, sec. 8.3.06)

**~~Sec. 13.03.008 Placement of containers for commercial, institutional and industrial customers~~**

~~It shall be the duty of the owner or person otherwise in control of the commercial, institutional, or industrial premises within the city to cause all garbage and trash accumulated on said premises to be placed at a location on the premises which is readily accessible to the collector and approved by the city. Commercial type containers shall be placed at a location on the premises arranged by the customer and the collector. (2005 Code, sec. 8.3.07)~~

**Sec. 13.03.008 Commercial collection; Minimum collection standards.**

(A) The collection and removal of garbage and trash from houses, buildings and premises used for industrial, commercial, or institutional purposes shall be made as often as necessary in order to maintain such premises free of accumulation of garbage and trash. The local regulatory authority shall be authorized to require industrial, commercial and institutional customers to increase collection frequency or size of commercial garbage containers to ensure compliance with the provisions of this article. It will be the responsibility of the owner, occupant or tenant of any business to ensure the enclosure is accessible by the collection vehicle on the date of service. Ensuring access may require the gates to be opened and/or unlocked. Failure by the owner, occupant or tenant to ensure access may result in a fee charged to the account in accordance with city ordinance. When an enclosure for the property exists, it must be utilized by the occupant for the minimum container size and frequency necessary to prevent unsightly or unsanitary conditions from developing.

(B) All food service establishments shall maintain garbage and trash collection at a frequency of not less than two times each week, unless granted written approval from the local regulatory authority. Such approval may be revoked, denied or suspended at any time by the local regulatory authority when, in their opinion, the premises have become unsanitary due to collections less frequently than two times each week. Food establishments may not request commercial hand-load service.

**Sec. 13.03.009 Rates for commercial, institutional and industrial customers**

~~(a) Frequency of collection. The collection and removal of garbage and trash from houses, buildings and premises used for commercial, institutional, or industrial purposes shall be made as often as necessary in order to maintain such premises free of accumulations of garbage and trash. In this regard, garbage collection shall be made not less than two (2) times each week.~~

(a) Disposable containers. Fair and reasonable charges for the collection and removal of garbage and trash from the premises of commercial, institutional and industrial customers, when the garbage and trash is in approved containers (disposable containers meeting city specifications therefor), shall be as provided in the fee schedule in appendix A of this code *Should this say "in the city secretary's office?"*

(b) Commercial type portable containers. As an alternative to the collection methods and charges provided in subsection (a) of this section, commercial, institutional, and industrial customers may dispose of garbage and trash by

means of commercial type portable containers meeting city specifications. Additionally, multifamily residential may employ said commercial type containers for garbage and trash collection in the same manner and at the same rates provided for in the fee schedule in appendix A of this code. *We don't bill for dumpsters. Should this state something about the rates as provided by the third-party vendor (i.e. Republic Services)*

(2005 Code, sec. 8.3.08)

**Sec. 13.03.XXX Screening required.**

All commercial businesses utilizing commercial container service shall be required to construct enclosures in compliance with the requirements of this chapter and the city's zoning ordinance. A permit for the construction of the enclosure may be required.

**Sec. 13.03.XXX Proof of service.**

All new businesses may be required to provide proof of a valid collection agreement/contract with the city's solid waste contractor prior to the issuance of a certificate of occupancy. Building permit applicants for new construction, remodeling and demolition projects may be required to provide proof of a valid collection agreement/contract with the city's solid waste contractor prior to the issuance of a building permit.

**Sec. 13.03.010 Payment of charges; deposit**

~~The charges fixed herein for the removal and disposal of all garbage and trash shall be entered by the city against the customer, and such charges shall be collected as similar charges are collected. A person who shall fail or refuse to pay the charges herein specified within fifteen (15) days from the date the same shall become due and payable shall have his garbage service suspended, and the city shall be notified immediately for appropriate action in accordance with the provisions in this article. The authorized collector of the city is hereby authorized, at the city's option, to act as agent for the city in the collection of charges herein provided. The city or its collector may, at the commencement of service to any customer, require a cash deposit in an amount equal to one (1) month's bill, as estimated by the city. Said deposit shall be refunded to the customer upon termination of service and the payment of all service charges then due and owing.~~

(2005 Code, sec. 8.3.09)

**Sec. 13.03.010 Charges for collection.**

The charges for the collection and removal of garbage and trash in the City shall be in an amount as approved by ordinance of the City Council. Payment for collection is due in accordance with the City's utility bill. Failure to render payment for collection service in a timely manner may result in service termination. Properties where payment for collection service has not been made for a period of three months or more may have services terminated. Upon termination of garbage collection services, properties may not be occupied and the responsible party becomes subject to collection or other legal actions.

**Sec. 13.03.011 Collection to be carried on in systematic and efficient manner**

The collection, removal and disposal of all garbage, trash and rubbish shall be carried on in a systematic, efficient manner, to keep the entire city in a clean and sanitary condition. (2005 Code, sec. 8.3.10(A))

**Sec. 13.03.014 Prohibited acts**

- (a) Depositing litter or unsanitary matter. It shall be unlawful for any person to sweep, throw, or deposit any garbage, trash, debris, stagnant water, or dead animals into, upon or along any drain, gutter, alley, sidewalk, street, or vacant lot, or upon any public or private premises within the city.
- (b) Maintaining prohibited condition. It shall be unlawful for any person owning or otherwise in control of any premises within the city to permit any of the conditions described in subsection (a) of this section to exist upon property owned or controlled by him after having actual or constructive notice thereof.
- (c) Placing debris in disposable container. It shall be unlawful for any person to place debris in any disposable container herein required to be used for garbage and trash.
- (d) Open bins and unapproved containers prohibited. It shall be unlawful for any person to deposit or maintain trash in open bins or other containers not designated as approved containers as that term is herein defined.
- (e) Placing burning materials in container. It shall be unlawful for any person to deposit any burning match, charcoal, ember or other material in any container used for the disposal of garbage, trash or any other flammable substance.
- (f) Tampering with containers. A person shall not tamper with or remove any item from a garbage container, trash receptacle or recycling container which has been placed on the curbside of any residence or at the designated collection location of any business. This shall not apply to city employees who may be required to take such action in order to provide city services, persons employed by a corporation which has a franchise or contract with the City to collect

garbage, trash, or recyclable materials, and the owner of the real property on which the garbage container or recycling container is placed.

(2005 Code, sec. 8.3.12)

**State law reference**—Texas Litter Abatement Act, V.T.C.A., Health and Safety Code, ch. 365.

**Sec. 13.03.xxx Theft of service.**

It shall be unlawful for anyone to place waste or other materials not generated at the site in an industrial, commercial, or institutional container; if a complaint is made and the source of such materials are located and identified, a citation may be issued to the person or persons placing such materials in the container. Any location which as continually been found to contain hazardous materials, and which corrective or preventive actions have not been taken, shall be determined to be responsible for the proper disposal of such material.

**Sec. 13.03.015 Wastes from building operations**

Rock, waste, scrap building materials, or other trash resulting from construction or major remodeling, resulting from general cleanup of vacant or improved property just prior to its occupancy, or resulting from sizable amounts of trees, brush, and debris cleared from property in preparation for construction or during construction will not be removed by the city as a regular service. Suitable temporary containers shall be provided at the expense of the owner. The owner will have such debris removed at his expense. (2005 Code, sec. 8.3.19)

Dumpsters will be in place on all active construction sites prior to the project moving into vertical construction phase. Dumpster will be maintained on site and emptied on a regular schedule during construction.

**Sec. 13.03.016 Wastes from commercial tree trimming operations**

It shall be the duty of any person employing a contractor, tree trimmer, or other person to trim or prune trees or shrubs to have said trimmings removed from the premises at his own expense. (2005 Code, sec. 8.3.20)

**Sec. 13.03.017 Recycling program**

(a) **Recycling encouraged.** It is the policy of the city to encourage the recycling of certain types of solid waste materials in order to reduce landfill needs and to conserve natural resources. Weekly curbside recycling service is provided for all residential customers. ~~Recycling bins for new residents are available at town hall. Items that may be recycled will be specified by the agreement between the town and the service provider.~~ change with economic and environmental needs. Please refer to the third-party collector for recyclable items.

~~(b) — Every residential customer may elect to engage in solid waste recycling by enrolling in the city’s subscription solid waste recycling program. The program consists of one time per week curbside pickup service for the solid waste items herein defined. All pickups shall be in recycling bins prescribed by the city. The service may be terminated by returning the bin to the city with ten (10) days’ notice to the city of such termination.~~

~~(c) — Solid waste materials eligible for recycling under the city program are: newspapers and magazines; clear, brown and green glass; tin cans; aluminum cans; #1 and #2 plastic bottles; and such other materials as the city’s solid waste collection contractor may from time to time declare suitable for recycling.~~

~~(b) **Recycling container placement.** The placement, collection and condition of solid waste materials for recycling shall be in accordance with the city’s regulations therefor.~~ Recycling containers shall be placed at the curb, street or alley such that no fixed object, for example a parked car, mailbox, tree, or other obstruction, is within two (2) feet of the recycling container on any side and the container shall be no more than two (2) feet behind the edge or curb, street or alley; and shall not be placed in a road or alleyway in such a way as to present a hazard to normal traffic.

(c) **Prohibited use of recycle bin.** It shall be unlawful for any person to use or permit the use of a recycling bin for the purpose of disposing of any solid waste materials other than those enumerated in subsection (a) of this section.

(d) **Return of recycling containers.** A person who wishes to return the recycling container must contact the city to request a return of the recycling container. Arrangements will be made by the customer, the City, and the City’s solid waste contractor to have the recycling container removed from the premises at the earliest convenient time. There will not be any credits issued for non-participation in the recycling program.

(e) **Recycling containers assigned to property.** Recycling containers delivered to a property shall remain with the property and may not be relocated.

(f) **Recycling container replacement.** Replacement of broken, faulty, or otherwise unserviceable recycling containers shall be the responsibility of the City’s solid waste contractor. Customers seeking a replacement recycling container must contact the utility billing office. Excessive replacements may result in a fee or charge for further replacements in accordance with the solid waste contractor’s replacement policy.

~~(f) — It shall be unlawful for any person (other than a resident of the property on which a recycling bin is legally situated, or the city’s solid waste collection contractor) to remove any items from a bin once it is placed at curbside for collection.~~

Stated in the “Prohibited Acts” above.

~~(g) — Concerning subscription based recycling: Each customer using the subscription based recycling service:~~

~~(1) — Shall use for such service the recycling bin designated therefor by the city’s solid waste collection contractor;~~

~~(2) — Shall comply with the following standards of acceptability for recycled materials:~~

~~(A) — Acceptable materials: Metal cans; aluminum; glass; newspapers and magazines (including slick or glossy inserts); junk mail; cardboard; cereal boxes; office paper; plastic containers.~~

~~(B) — Unacceptable materials: Cans containing hazardous materials; aluminum foil; mirrors; window or plate glass; pizza boxes or materials containing food residue; containers for automotive fluids, pesticides or other hazardous materials; plastic grocery sacks.~~

(2005 Code, sec. 8.3.21)

#### **Sec. 13.02.014 Hazardous wastes**

Hazardous wastes, including batteries, grease, paint, oil, etc., will not be collected. It is the responsibility of the owner or tenant to dispose of such hazardous wastes in an environmentally safe manner.

#### **Secs. 13.03.018–13.03.060 Reserved**

#### **Sec. 13.03.XXX Enforcement**

In the event that a customer shall fail to comply with any part of this chapter, the local regulatory authority may notify such customer by letter addressed to such customer at the customer’s residential, commercial or post office address, if personal service may not be had on the customer or the customer’s address is not known. The notification shall contain in brief terms the condition or conditions which exist on such customer’s premises which fail to comply with any part of this article. After issuance and receipt of the notification, the city may enter upon such premises and may do such work as necessary, or cause same to be done, to abate the unlawful condition on the premises in order that the premises may comply with the requirements of this chapter. A statement of costs incurred by the city to abate such conditions shall be mailed to the customer and such statement shall be paid within 30 days of the date of the mailing of the statement of costs.

#### **Sec. 13.03.XXX Penalty**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter shall be fined not more than \$2,000 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

### **Division 2. Private Collection and Disposal**

#### **Sec. 13.03.061 License Permit required**

No person except the duly authorized agents or employees of the city and persons acting pursuant to a contract with the city for public collection and disposal shall empty garbage containers or trash receptacles or convey or transport garbage or trash on the streets, alleys, and public thoroughfares of the city without a permit granted and issued by the city. (2005 Code, sec. 8.3.13(A))

#### **Sec. 13.03.062 — Classifications of licenses**

There shall be two (2) classifications of licenses, as follows:

~~(1) — Class A: For the collection and transportation of garbage from the licensee’s premises or place of business using the licensee’s own vehicles and equipment. Said license shall be issued by the city upon compliance with the provisions of section 13.03.066 hereof. A separate license shall be required for each set of premises or place of business of an applicant.~~

~~(2) — Class B: For the collection and transportation of garbage for hire, or for the collection and transportation of garbage from any point other than the licensee’s premises or place of business. Said license may be issued by the city council upon compliance with the provisions of sections 13.03.066 and 13.03.067 hereof. Only one license shall be required for operations hereunder, but permits shall be required as provided in section 13.03.064.~~



~~(2005 Code, sec. 8.3.13(B))~~

**Sec. 13.03.063 — Fee for class A license**

~~The annual fee for class A license shall be as provided in the fee schedule in appendix A of this code. (2005 Code, sec. 8.3.13(C))~~

**Sec. 13.03.064 — Permits under class B license**

~~(a) Separate permit required for each pickup location. Class B licensees shall obtain from the city sanitarian a separate permit for each customer service or pickup, and an application for said permit shall state the location of the pickup, the type of garbage or trash facility to be used, and such other information as the city may deem necessary.~~

~~(b) Permit fee. The annual fee for each permit obtained by a class B licensee contracted company shall be as provided for in the fee schedule in appendix A of this code.~~

~~(2005 Code, sec. 8.3.13(D))~~

**Sec. 13.03.065 — Operation without permit prohibited**

It shall be unlawful for any person to engage in the collection or transportation of garbage and trash for hire from any premises for which a permit has not been obtained, as hereinabove provided. (2005 Code, sec. 8.3.13(E))

**Sec. 13.03.066 — Application for permit**

The application for a permit required by this article shall set forth the name and address of the applicant; the trade name under which the applicant does or proposes to do business; the number of vehicles the applicant desires to operate; the class, size and design of each vehicle; whether or not the applicant or any person with whom he has been associated or employed has a claim or judgment against him for damages resulting from the negligent operation of a vehicle; the financial ability and responsibility of the applicant; his ability to respond in damages in the event of damages to persons or damage to property by reason of the negligent operation of a vehicle on the streets or public thoroughfares of the city; the nature and character of the service the applicant proposes to render; the experience he has had in rendering such service; the patrons for whom he proposes to render this service; and such other information as the city council may require. (2005 Code, sec. 8.3.14)

**Sec. 13.03.067 — Investigation of applicant for class B license**

~~Any person desiring a class B license shall make application to the city council, which shall make or cause to be made such investigation as it may consider necessary in order to determine whether public convenience and necessity require the granting of such license, and whether the applicant is a fit and proper person to conduct such business. (2005 Code, sec. 8.3.15)~~

**Sec. 13.03.068 — Transfer of permit; revocation of permit**

All permits granted by the city council for the collection, removal, and disposal of garbage, trash, and rubbish shall be nontransferable. Such permits may be rescinded by the city council at any time when in its judgment such action is deemed to be to the best interest of the public. (2005 Code, sec. 8.3.16)

**Sec. 13.03.069 — Carrying of permit**

In all cases where permits have been issued for the collection, removal, and disposal of garbage, trash, and rubbish, such permit shall be in the possession of the person rendering such service and shall be subject to inspection at all times. (2005 Code, sec. 8.3.17)

**Sec. 13.03.070 — Identification of vehicles**

All trucks and containers used for the collection and transportation of garbage and trash shall be clearly marked with the owner's name and telephone number in letters not less than two (2) inches high. (2005 Code, sec. 8.3.13(F))

**Sec. 13.03.071 — Covering of vehicles**

All vehicles used for the collection and transportation of garbage and trash shall be enclosed or covered with net, canvas, or wire to prevent the contents thereof from falling or blowing into the public streets or adjacent property. (2005 Code, sec. 8.3.13(G))

**City Council  
Staff Agenda Report**

**Agenda Item: 7d.**

<b>Agenda Subject:</b> Consideration to amend the City of Dalworthington Gardens Code of Ordinances, Chapter 14, Zoning, regarding accessory dwellings.		
<b>Meeting Date:</b>  July 18, 2019	<b>Financial Considerations: costs for attorney to draft final ordinance; costs for publication of public notices in accordance with law</b>  <b>Budgeted:</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<b>Strategic Vision Pillar:</b>  <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

**Prior Council Action:** The accessory building ordinance was changed in 2018. However, both the Planning and Zoning Commission and Council wanted the ordinance revisited to put parameters in place for accessory dwellings.

**Background Information:** The ordinance being presented does the following:

Section 14.02.092

1. Adds definition for “accessory dwelling”
2. Changes references from “building” to “structure”
3. Adds definition for “accessory storage structure” which clarifies what is already in ordinance section A3.002 (f)(4). A3.002 (f)(4) will be altered with the fee schedule amendments.
4. Adds definition for “cargo container”

Section 14.02.124

1. Changes references from “building” to “structure”
2. Adds regulations for “accessory dwellings”
3. Takes 14.02.171(1) – (3) and adds to this section for simplicity.
  - a. Previously, staff had to look in two separate sections for accessory building regulations. Staff is working to consolidate regulations where possible.
4. Provides, again, clarification on structures 300 square feet or less, which also do not require electricity or plumbing, not needing a permit.
5. Provides regulations to prevent the use of cargo containers for storage.

Section 14.02.171(b)

1. Removing (1) through (3) and moving them to 14.02.124 for easier staff review.
2. Staff will need to work to find a new home for number (4). That change can come back with the final ordinance.

**Justification for Request:** Council is the authority responsible for approving ordinance changes.

**Recommended Action/Motion:** Motion to approve changes to Chapter 14, Zoning, Sections 14.02.092, 14.02.124, and 14.02.171; adding regulations for accessory dwellings as well as associated changes to all three of those sections.

**Attachments: Redlined list of changes  
Clean ordinance**

## CHANGE I: ADD/ALTER DEFINITIONS

### Sec. 14.02.092 Defined terms

For the purposes of this article, certain terms, words, and phrases shall have the meanings assigned thereto in this division.

Access. A means of passage to and from a place.

Accessory dwelling. An Accessory structure intended for habitation. Accessory dwellings shall not be permitted without a primary structure in existence and are subject to applicable zoning district regulations.

Accessory building or use structure. A subordinate use or building incident to and located on the lot occupied by the main use or building structure. When a substantial part of the wall of an accessory building is a part of the wall of the principal building in a substantial manner, as by a roof, such accessory building structure shall be deemed a part of the principal building structure.

Accessory storage structure. An accessory storage structure is an Accessory Structure that is less than 300 square feet, has no electricity, water or plumbing and no permanent foundation. An accessory storage structure may not be used for habitation.

Adjoining or adjacent lot. Any lot, parcel or piece of land that shares with the lot under consideration a common lot line, alley or any point of tangency.

Alley. A public way less in size than a street, designed for the special accommodation of abutting property, and not intended for general travel or primary access.

Amusement, commercial. An establishment offering entertainment or games of skill to the general public for a fee or charge.

Apartment. A dwelling unit in an apartment house.

Apartment house. A building or portion thereof arranged, designed or occupied as two or more dwelling units not for transient use.

Auto wrecking. The collecting and dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete, or wrecked motor vehicles or their parts.

Block. A tract of land bounded by streets or by a combination of streets, and public parks, cemeteries, or corporate boundaries of the city.

Board. The board of adjustment of the city.

Buffer area. An area of land, together with specified planting and/or structures thereon, which may be required between land uses of different intensities to eliminate or minimize conflicts between such uses.

Build. To erect, convert, enlarge, reconstruct, restore or alter a building or structure.

Building. Any structure which is built for the support, shelter or enclosure of persons, animals, chattels, or movable property of any kind.

Building line. A line established, in general parallel to the front curblin, between which and the front curblin in which no part of a building shall project, except as otherwise provided in this article.

Business park. An office and warehouse complex that meets the standards of section 14.02.224(a)(12) of this article.

Cargo container. Generally, an all steel container with strength to withstand shipment, storage and handling. Such containers include reusable steel boxes, freight containers and bulk shipping containers; originally a standardized reusable vessel that was designed for and used in the parking, shipping, movement, transportation or storage of freight, articles or goods or commodities; generally capable of being mounted or moved on a rail car; truck trailer or loaded on a ship.

Child care facility. A facility used for any type of group child care program, including without limitation nurseries for children of working parents, nursery schools for children under the minimum age for education in public schools, privately conducted kindergartens not a part of a public or parochial school, and programs for after-school care of more than six (6) children exclusive of children in the immediate family of the operator of the facility.

City. The City of Dalworthington Gardens.

Clinic. A building in which a group of physicians, dentists, or physicians and dentists and allied professional assistants are associated for the purpose of treating and diagnosing ill or injured outpatients. A clinic may include a dental or medical laboratory or dispensing apothecary.

Commercial parking. A place for the storage or parking of motor, man-powered or unpowered vehicles for a fee.

Commission. The planning and zoning commission of the city.

Council. The city council of the city.

Court. An open, unoccupied space bounded on more than one side by the walls of a building or buildings and used as a primary means of access to all or any part of said buildings. For the purpose hereof, an alcove or entranceway less than twenty (20) feet in depth shall not be considered a court.

## CHANGE II: ADD ACCESSORY DWELLING REGULATIONS

### Sec. 14.02.124 Principal and accessory buildings-structures and uses

- (a) All residential uses and ~~buildings-structures~~ are principal uses and ~~buildings-structures~~.
- (b) No accessory ~~building-structure~~ or accessory storage structure shall be used for dwelling purposes.
- (c) Accessory dwellings shall only be used for dwelling purposes if approved as an accessory dwelling in accordance with the following regulations:
1. Accessory dwellings are not permitted without a primary dwelling. The first dwelling built on a property shall be considered the primary dwelling and meet all requirements for single-family residential construction.
  2. The accessory dwelling unit shall not be attached to the main structure.
  3. The accessory dwelling unit shall use the same exterior material/s as the main dwelling and meet the minimum exterior construction and design standards for single-family residential outlined in Section 9.5.
  4. Setback requirements shall be the same as for the primary structure.
  5. The accessory dwelling unit shall be served by the same utility meter(s) as the primary structure. Utilities shall be underground.
  6. The accessory dwelling unit shall be a minimum of 10 feet from the main structure.
  7. Accessory dwellings shall be clearly incidental to the primary structure and shall not exceed 100% of the area of the primary structure.
    1. A maximum of three accessory dwellings are permitted per primary dwelling.
    2. The combined area of the primary structure and all accessory dwellings and structures shall not exceed the impervious coverage requirement.
    3. Additional structures or size requires approval of a SUP.
  8. Cargo containers shall not be used as accessory dwellings.
- (~~e~~) Neither a HUD-code manufactured home nor a mobile home may be used as an accessory ~~building-structure~~.
- (~~e~~) In addition to those uses listed as accessory uses in the district regulations, the following are also accessory uses to appropriate principal uses:
- (1) Storage of goods used or produced by manufacturing activities on the premises occupied by such activities, when such storage is permitted by the district regulations.
  - (2) The production, processing, cleaning, servicing, altering, testing, repairing or storing of merchandise normally incidental to a retail service or business, when conducted by the person engaged in the principal use, when such activity is permitted by the district regulations.
  - (3) Off-street motor vehicle parking areas and loading facilities for the exclusive use of the owners, customers, clients and employees of the principal use.
  - (4) Swimming pools and tennis courts as part of single-family residences, when used by residents and their guests only.
  - (5) In multifamily residential developments: club rooms, clothes washing and drying facilities, swimming pools, sauna baths and other indoor and outdoor recreation facilities common to such developments, when such uses exist for the use and benefit of residents and their guests but not for the general public.
- (Ordinance 2018-05, sec. 2, adopted 3/27/18)
- (f) All permits required by the City for an Accessory structure shall be obtained prior to construction.
- (g) All Accessory structures shall be subordinate to and support the primary structure.
- \*\*\* h-j was formerly 14.02.171(b):
- (h) Accessory structures may include a private garage and similar uses; provided, that they may not be used for commercial purposes, and may be used for hobbies only insofar as such activities are not offensive by reason of odor, noise or manner of operation.
- (i) An accessory structure shall not occupy any portion of a required front or side yard.
- (j) An accessory structure shall not occupy any portion of a required rear yard, except as provided in section 14.02.123(d)(4) hereof; and further, in the "MF" district, shall not occupy more than 50% of the minimum rear yard of a one-story principal

structure, nor more than 40% of the minimum rear yard of a multi-story principal structure.

(k) Accessory structures shall be maintained and kept in good repair and sound structural condition.

(l) Accessory structures shall not exceed 15 feet in height.

(m) Except as otherwise provided herein, an accessory structure that is less than or equal to 300 square feet in size and has no electricity or plumbing shall not be required to obtain a building permit, but shall meet all requirements of this article. An accessory structure that is greater than 300 square feet in size or any size accessory structure that is in any way attached to the primary structure shall be required to have a building permit, be inspected by the city, and meet the requirements of this article.

(n) Prohibited storage. Cargo containers, cargo storage, and/or trailer storage shall not be permitted. Notwithstanding the above, temporary storage pods may be placed within a private driveway (but not blocking any portion of the right-of-way or sidewalk) for a period not to exceed seven (7) days for the purposes of loading or unloading furnishings or other goods.

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**CHANGE III: DELETE 14.02.171(B) (1) – (3) AND ADD IT TO ABOVE SECTION 14.02.124**

14.02.171

(b) Accessory uses.

- (1) Accessory buildings may include a private garage and similar uses; provided, that they may not be used for commercial purposes, and may be used for hobbies only insofar as such activities are not offensive by reason of odor, noise or manner of operation.
- (2) An accessory building shall not occupy any portion of a required front or side yard.
- (3) An accessory building shall not occupy any portion of a required rear yard, except as provided in section 14.02.123(d)(4) hereof; and further, in the “MF” district, shall not occupy more than 50% of the minimum rear yard of a one-story principal building, nor more than 40% of the minimum rear yard of a multi-story principal building.

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**CHANGE IV: FIND A NEW HOME FOR #4 IN 14.02.171 (STAFF WILL WORK ON THIS)**

14.02.171

(4) Refuse containers at nonresidential uses shall be screened so that they shall not be visible from adjacent public streets.

**Sec. 14.02.092 Defined terms**

Accessory structure. A subordinate use or structure incident to and located on the lot occupied by the main use or structure. When a substantial part of the wall of an accessory structure is attached to a part of the wall of the principal structure in a substantial manner, as by a roof, such accessory structure shall be deemed a part of the principal structure.

Accessory storage structure. An accessory storage structure is an Accessory Structure that is less than 300 square feet, has no electricity, water or plumbing and no permanent foundation. An accessory storage structure may not be used for habitation.

Accessory dwelling. An Accessory structure intended for habitation. Accessory dwellings shall not be permitted without a primary structure in existence and are subject to applicable zoning district regulations.

Cargo container. Generally, an all steel container with strength to withstand shipment, storage and handling. Such containers include reusable steel boxes, freight containers and bulk shipping containers; originally a standardized reusable vessel that was designed for and used in the parking, shipping, movement, transportation or storage of freight, articles or goods or commodities; generally capable of being mounted or moved on a rail car; truck trailer or loaded on a ship.

**Sec. 14.02.124 Principal and accessory structures and uses**

- (a) All residential uses and structures are principal uses and structures.
- (b) No accessory structure or accessory storage structure shall be used for dwelling purposes.
- (c) Accessory dwelling shall only be used for dwelling purposes if approved as an accessory dwelling in accordance with the following regulations:
  - 1. Accessory dwellings are not permitted without a primary dwelling. The first dwelling built on a property shall be considered the primary dwelling and meet all requirements for single-family residential construction.
  - 2. The accessory dwelling unit shall not be attached to the main structure.
  - 3. The accessory dwelling unit shall use the same exterior material/s as the main dwelling and meet the minimum exterior construction and design standards for single-family residential outlined in Section 9.5.
  - 4. Setback requirements shall be the same as for the primary structure.
  - 5. The accessory dwelling unit shall be served by the same utility meter(s) as the primary structure. Utilities shall be underground.
  - 6. The accessory dwelling unit shall be a minimum of 10 feet from the main structure.
  - 7. Accessory dwellings shall be clearly incidental to the primary structure and shall not exceed 100% of the area of the primary structure.
    - 1. A maximum of three accessory dwellings are permitted per primary dwelling.
    - 2. The combined area of the primary structure and all accessory dwellings and structures shall not exceed the impervious coverage requirement.
    - 3. Additional structures or size requires approval of a SUP.
  - 8. Cargo containers shall not be used as accessory dwellings.
- (d) Neither a HUD-code manufactured home nor a mobile home may be used as an accessory structure.
- (e) In addition to those uses listed as accessory uses in the district regulations, the following are also accessory uses to appropriate principal uses:
  - (1) Storage of goods used or produced by manufacturing activities on the premises occupied by such activities, when such storage is permitted by the district regulations.
  - (2) The production, processing, cleaning, servicing, altering, testing, repairing or storing of merchandise normally incidental to a retail service or business, when conducted by the person engaged in the principal use, when such activity is permitted by the district regulations.

(3) Off-street motor vehicle parking areas and loading facilities for the exclusive use of the owners, customers, clients and employees of the principal use.

(4) Swimming pools and tennis courts as part of single-family residences, when used by residents and their guests only.

(5) In multifamily residential developments: club rooms, clothes washing and drying facilities, swimming pools, sauna baths and other indoor and outdoor recreation facilities common to such developments, when such uses exist for the use and benefit of residents and their guests but not for the general public.

(f) All permits required by the City for an Accessory structure shall be obtained prior to construction.

(g) All Accessory structures shall be subordinate to and support the primary structure.

(h) Accessory structures may include a private garage and similar uses; provided, that they may not be used for commercial purposes, and may be used for hobbies only insofar as such activities are not offensive by reason of odor, noise or manner of operation.

(i) An accessory structure shall not occupy any portion of a required front or side yard.

(j) An accessory structure shall not occupy any portion of a required rear yard, except as provided in section 14.02.123(d)(4) hereof; and further, in the "MF" district, shall not occupy more than 50% of the minimum rear yard of a one-story principal structure, nor more than 40% of the minimum rear yard of a multi-story principal structure.

(k) Accessory structures shall be maintained and kept in good repair and sound structural condition.

(l) Accessory structures shall not exceed 15 feet in height.

(m) Except as otherwise provided herein, an accessory structure that is less than or equal to 300 square feet in size and has no electricity or plumbing shall not be required to obtain a building permit, but shall meet all requirements of this article. An accessory structure that is greater than 300 square feet in size or any size accessory structure that is in any way attached to the primary structure shall be required to have a building permit, be inspected by the city, and meet the requirements of this article.

(n) Prohibited storage. Cargo containers, cargo storage, and/or trailer storage shall not be permitted. Notwithstanding the above, temporary storage pods may be placed within a private driveway (but not blocking any portion of the right-of-way or sidewalk) for a period not to exceed seven (7) days for the purposes of loading or unloading furnishings or other goods.

**City Council  
Staff Agenda Report**

**Agenda Item: 7e.**

<b>Agenda Subject:</b> Consideration to amend the City of Dalworthington Gardens Code of Ordinances, Chapter 14, Zoning, regarding sign standards.		
<b>Meeting Date:</b>  July 18, 2019	<b>Financial Considerations:</b> <b>costs for attorney to draft quitclaim deed to finalize council's approval</b>  <b>Budgeted:</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<b>Strategic Vision Pillar:</b>  <input checked="" type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

**Prior Council Action:** Council began discussing the sign ordinance in conjunction with the possibility of allowing an advertising sign at the corner of Arkansas/Bowen.

**Background Information:** While the sign regulations needed to be updated to allow the specific sign requested by the sign company wanting to put a sign at Arkansas/Bowen, the entire ordinance needed to be updated and staff the opportunity to do so. The ordinance has been completely modified and thus is not quite ready. Staff is hoping to present a version for review at the August meeting.

With that said, staff did advertise for public hearings as is required by state law when making zoning amendments (part of the sign regulations are in the zoning ordinance). In order to avoid another publication and the additional cost, both the Planning and Zoning Commission and City Council are allowed to officially table the agenda item to a specific date and time. The motion needs to include the specific date and time at which the Council would discuss the item.

**Justification for Request:** Council is the authority for ordinance changes.

**Recommended Action/Motion:** Motion to table this item until August 15, 2019 at 7:00 p.m.

**Attachments:** None



**City Council  
Staff Agenda Report**

**Agenda Item: 7f.**

**Agenda Subject:** Discussion and possible action to approve an amendment to Attachment B (Fee Schedule) of the Standard Professional Services Agreement for Bureau Veritas North America, Inc. specifically pertaining to permit fees for residential construction.

<p><b>Meeting Date:</b></p> <p>July 18, 2019</p>	<p><b>Financial Considerations:</b></p> <p><b>Budgeted:</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p><b>Strategic Vision Pillar:</b></p> <p><input type="checkbox"/> Financial Stability  <input checked="" type="checkbox"/> Appearance of City  <input checked="" type="checkbox"/> Operations Excellence  <input type="checkbox"/> Infrastructure Improvements/Upgrade  <input type="checkbox"/> Building Positive Image  <input type="checkbox"/> Economic Development  <input type="checkbox"/> Educational Excellence</p>
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**Prior Council Action:**

**Background Information:** House Bill 852, which was signed by the governor on May 21 and effective immediately, prohibits cities from calculating their residential building permit fees on the cost of a proposed residential structure or improvement. The city uses Bureau Veritas as a third-party plan reviewer and inspector as needed for permits. They have modified their fees to fit the new House Bill requirements as they serve a lot of cities who will need to modify their fee schedules. Thus, they have provided an amendment to their contract for the city to approve.

Staff has mirrored their amounts plus a 20% upcharge to our fee schedule amounts which will be presented in the next agenda item.

**Justification for Request:** Council is the authority for approving contracts.

**Recommended Action/Motion:** Motion to approve an amendment to Attachment B (Fee Schedule) of the Standard Professional Services Agreement for Bureau Veritas North America, Inc. specifically pertaining to permit fees for residential construction.

**Attachments:** Letter from Bureau Veritas on HB 852  
Existing Bureau Veritas Contract  
Amendment to Bureau Veritas Contract



May 31, 2019

RE: 2019 Texas Legislative Action, HB 852,  
Prohibition on Certain Value-Based Building Permit and Inspection Fees

Many cities currently base residential building permit fees on the cost of a proposed structure or improvement. HB 852 prohibits this practice. This bill was signed by the governor on May 21, and is effective immediately. There is no grace period, so cities using valuation as the basis for residential permit fees must change their method for calculating fees as soon as possible. Options include square footage-based fees, flat fees, or other non-cost-based calculation.

A copy of HB 852 is included. The bill provides:

- a. In determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a municipality may not consider:
  - (1) the value of the dwelling; or
  - (2) the cost of constructing or improving the dwelling.
- b. A municipality may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program.

Bureau Veritas will modify our fees for residential projects that are affected by this legislation and will send an amendment to your existing agreement.

Kind Regards,

1. AN ACT  
2. relating to information a municipality may consider in determining  
3. the amount of certain building permit and inspection fees.

4. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5. SECTION 1. Subchapter Z, Chapter 214, Local Government  
6. Code, is amended by adding Section 214.907 to read as follows:

7. Sec. 214.907. PROHIBITION ON CERTAIN VALUE-BASED BUILDING  
8. PERMIT AND INSPECTION FEES. (a) In determining the amount of a  
9. building permit or inspection fee required in connection with the  
10. construction or improvement of a residential dwelling, a  
11. municipality may not consider:

12. (1) the value of the dwelling; or

13. (2) the cost of constructing or improving the  
14. dwelling.

15. (b) A municipality may not require the disclosure of  
16. information related to the value of or cost of constructing or  
17. improving a residential dwelling as a condition of obtaining a  
18. building permit except as required by the Federal Emergency  
19. Management Agency for participation in the National Flood Insurance  
20. Program.

21. SECTION 2. Section 214.907(a), Local Government Code, as  
22. added by this Act, applies only to a building permit or inspection  
23. fee assessed by a municipality on or after the effective date of  
24. this Act in connection with the construction or improvement of a  
25. residential dwelling.

26. SECTION 3. This Act takes effect immediately if it receives  
27. a vote of two-thirds of all the members elected to each house, as

- 28. provided by Section 39, Article III, Texas Constitution. If this
- 29. Act does not receive the vote necessary for immediate effect, this
- 30. Act takes effect September 1, 2019.

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President of the Senate

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Speaker of the House

I certify that H.B. No. 852 was passed by the House on April 16, 2019, by the following vote: Yeas 126, Nays 9, 2 present, not voting.

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Chief Clerk of the House

I certify that H.B. No. 852 was passed by the Senate on May 8, 2019, by the following vote: Yeas 29, Nays 2.

---

Secretary of the Senate

APPROVED: \_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

Copy sent



September 8, 2016

City of Dalworthington Gardens  
City Administration Office  
Attn: Melinda Brittain, City Administrator  
2800 Roosevelt Dr.  
Dalworthington Gardens, TX 76016

**Re: Plan Review and Inspections**

Dear Ms. Brittain,

Bureau Veritas North America, Inc. (BVNA) appreciates the opportunity to provide this contract for plan review and inspections to the City of Dalworthington Gardens. We have included the contract for your review, approval and signature.

At BVNA, we take great pride in our ability to provide exemplary services to our clients. We are committed to meeting and exceeding agreed upon turn-around times. In addition, we offer a task management system that allows the City of Dalworthington Gardens to access the status of, and information regarding, plan review and inspections for each project.

Our partnership with the City of Dalworthington Gardens will be managed through our regional office in Plano, TX and augmented by our staff located throughout Texas, enabling quick and efficient responses.

BVNA looks forward to a successful, professional relationship with the City of Dalworthington Gardens by augmenting the department's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,

Van Tran  
Vice President of Operations  
Facilities Division  
Bureau Veritas North America, Inc.  
1000 Jupiter Rd., Suite 800  
Plano, TX 75074  
P. 214.876.6855  
E. van.tran@us.bureauveritas.com

Lee Swain, CBO  
Business Development Manager  
Facilities Division  
Bureau Veritas North America, Inc.  
1000 Jupiter Rd., Suite 800  
Plano, TX 75074  
P. 214.585.8410  
E. lee.swain@us.bureauveritas.com

1000 Jupiter Rd., Suite 800  
Plano, TX 75074  
T 800.906.7199  
F.800.910.8242



## STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5<sup>th</sup> day of October, 2016, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Dalworthington Gardens, Texas, (herein called "Client").

### RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

### AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
- (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

**10. Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

**11. Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

**12. Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

**13. Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Client shall name BVNA as additional insured on its Builder's Risk policy.

**14. Cause of Action.** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

**15. Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.



**16. Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

**17. Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

**18. Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

**19. a. Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

**b. Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

**c. Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

**d. Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

**20. Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy,

expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

*If to Client:*

City of Dalworthington Gardens  
2600 Roosevelt Drive  
Dalworthington Gardens TX 76017

*If to BVNA:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 800  
Plano, Texas 75074

*With cc to:*

Bureau Veritas North America, Inc.  
Attention: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

**26. Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

**27. Non-Solicitation / Hiring of Employees.**

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

**28. Prevailing Wage.** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

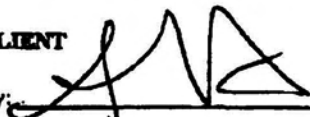
**29. Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.


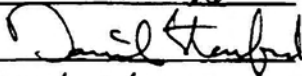
**30. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**31. Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**32. Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no

consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT  
By:   
Print Name: Kimberly Fitzpatrick  
Title: Mayor  
Date: 10/5/16

BVNA  
By:   
Print Name: DAVID STEPHENS  
Title: DIRECTOR  
Date: 10-14-16  
DTQRR:   
Date: 10/14/2016

Attachment A - Scope of Services  
Attachment B - Fee Schedule

**ATTACHMENT A  
SCOPE OF SERVICES**


BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

**Plan Review**

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

**Inspections**

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

CLIENT INITIALS:   
BVNA INITIALS: DS

**ATTACHMENT B  
FEE SCHEDULE**

**Commercial and Multi-Family construction plan review**

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$50. <sup>00</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$70.69 for the first \$10,000. <sup>00</sup> plus \$5.46 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$152.59 for the first \$25,000. <sup>00</sup> plus \$3.94 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$251.09 for the first \$50,000. <sup>00</sup> plus \$2.73 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$387.59 for the first \$100,000. <sup>00</sup> plus \$2.19 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,263.59 for the first \$500,000. <sup>00</sup> plus \$1.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$2,188.59 for the first \$1,000,000. <sup>00</sup> plus \$1.23 for each additional \$1000. <sup>00</sup>

**Single Family Residential construction plan review and inspection  
Commercial and Multi-Family construction inspection**

Valuation	Fee
\$1. <sup>00</sup> to \$10,000. <sup>00</sup>	\$76. <sup>02</sup>
\$10,001. <sup>00</sup> to \$25,000. <sup>00</sup>	\$108.75 for the first \$10,000. <sup>00</sup> plus \$8.40 for each additional \$1000. <sup>00</sup>
\$25,001. <sup>00</sup> to \$50,000. <sup>00</sup>	\$234.75 for the first \$25,000. <sup>00</sup> plus \$6.06 for each additional \$1000. <sup>00</sup>
\$50,001. <sup>00</sup> to \$100,000. <sup>00</sup>	\$386.25 for the first \$50,000. <sup>00</sup> plus \$4.20 for each additional \$1000. <sup>00</sup>
\$100,001. <sup>00</sup> to \$500,000. <sup>00</sup>	\$596.25 for the first \$100,000. <sup>00</sup> plus \$3.36 for each additional \$1000. <sup>00</sup>
\$500,001. <sup>00</sup> to \$1,000,000. <sup>00</sup>	\$1,940.25 for the first \$500,000. <sup>00</sup> plus \$2.85 for each additional \$1000. <sup>00</sup>
\$1,000,001. <sup>00</sup> and up	\$3,365.25 for the first \$1,000,000. <sup>00</sup> plus \$1.89 for each additional \$1000. <sup>00</sup>

\* All fees billed upon issuance of the permit by the jurisdiction

**Back-up inspections**

\* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building  
Commercial and non-Single Family Residential \$125.00 per address/building/unit

CLIENT INITIALS:   
BVNA INITIALS: AS

**ATTACHMENT B (Cont.)  
FEE SCHEDULE**

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

**Square Foot Construction Costs**

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**New Building**

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

\* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS:   
BVNA INITIALS: 



The following is hereby accepted as an amendment to Attachment A (Scope of Services) and Attachment B (Fee Schedule) to the Standard Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Dalworthington Gardens, Texas, dated October 5, 2016 by adding additional scope of services and their accompanying fees.

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## **Attachment A Scope of Services**

### **Fire Services Plan Review**

Commercial and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

### **Fire Services Inspections**

Commercial and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

### **Annual Fire Safety Inspections**

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

### **Fire Code Plan Review Services and Inspection Services**

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.





**Attachment B  
Fee Schedule**

**Single Family Residential Fire Services**

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

**Fire Code Plan Review Services - Commercial and Multi-Family construction  
(Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

**Fire Code Inspection Services - Commercial and Multi-Family construction  
(Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

**Fire Underground**

Fire Code Plan Review (1 hour minimum)	\$100.00 per hour
Fire Code Plan Inspection (1 hour minimum)	\$100.00 per hour

**Fire Extinguisher Suppression System**

Per permit, one Inspection	\$350.00
Each re-inspection	\$100.00



BUREAU  
VERITAS

**Fire Certificate of Occupancy Inspections**

Fire Certificate of Occupancy inspections * Minimum one hour per inspection	\$150.00 per hour
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**Annual Fire Safety Inspections**

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

**Underground / Aboveground Fuel Storage Tanks**

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

**Site Plan**

Fire Code Plan Review (2 hour minimum)	\$125.00 per hour
Fire Code Plan Inspection (2 hour minimum)	\$125.00 per hour

City of Dalworthington Gardens, Texas

Bureau Veritas, North America, Inc.

By: [Signature]  
 Title: Mayor  
 Signature: \_\_\_\_\_  
 Date: 1-19-17

By: BRAD R. HUFFERKER  
 Title: DIRECTOR OF OPERATIONS  
 Signature: [Signature]  
 Date: 1/20/17  
 DTQRR: Daniel Stanford  
 Date: 1/20/2017



The following is hereby accepted as an amendment to Attachment B (Fee Schedule) of the Standard Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Dalworthington Gardens, Texas, dated 5/10/2016 by changing a heading on the existing inspection fee table and by adding an additional method of calculating fees for residential construction referenced in HB 852, signed into law May 21, 2019.

**FEE SCHEDULE**

Modify the existing inspection fee table by changing the heading, “**Single Family Residential construction plan review and inspection**” to “**Residential construction plan review and inspection**”.

Add a new plan review and inspection fee table for 1 & 2 family residential dwellings.


**Construction or Improvement of a Residential Dwelling**

<b>New Residential Construction</b>	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
<b>Alteration/Addition for Residential Construction</b>	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade

**City of Dalworthington Gardens, Texas**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Bureau Veritas, North America, Inc.**

By: Van Tran  
 Title: VP Facilities Division, Central & East  
 Signature:   
 Date: 6/5/2019  
 DTQRR: David Stanford  
 Date: 6/5/2019

**City Council  
Staff Agenda Report**

**Agenda Item: 7g.**

**Agenda Subject:** Consider approval of an ordinance making changes to the City of Dalworthington Gardens Code of Ordinances, Appendix A Fee Schedule, making changes to residential permitting costs as well as various other areas of the fee schedule.

<p><b>Meeting Date:</b>  July 18, 2019</p>	<p><b>Financial Considerations:</b> <b>Fee updates and modifications will allow staff to cover necessary costs.</b></p> <p><b>Budgeted:</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><b>Strategic Vision Pillar:</b></p> <p><input type="checkbox"/> Financial Stability  <input type="checkbox"/> Appearance of City  <input checked="" type="checkbox"/> Operations Excellence  <input type="checkbox"/> Infrastructure Improvements/Upgrade  <input checked="" type="checkbox"/> Building Positive Image  <input type="checkbox"/> Economic Development  <input type="checkbox"/> Educational Excellence</p>
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**Prior Council Action:**

**Background Information:** House Bill 852, which was signed by the governor on May 21 and effective immediately, prohibits cities from calculating their residential building permit fees on the cost of a proposed residential structure or improvement. Thus, the city’s fee schedule needs to be updated to reflect the new requirements. As the entire fee schedule needed an update and not just residential fees, staff will be presenting the fee schedule in two phases. Tonight’s review will include simple updates along with the changes for residential fees, as well as a change to simplify the commercial fee section. The last sections of the fee schedule will come to council in August for approval.

Since the House Bill changes were effective immediately, it is possible the city will need to go back and calculate refunds for permits charged for valuation that are now being charged by square footage. Thus, the hurried need to approve this first portion as quickly as possible.

Council should be aware that there are differing opinions on whether or not multifamily construction should be considered “residential” and thus requiring the square footage requirements. Staff feels it is necessary to follow Bureau Veritas interpretation as to avoid a billing nightmare, but also, and more importantly, staff feels there is little risk at this time of following their interpretation as only one multi-family zoned area exists in the city and they aren’t often pursuing any new or additional construction. In discussions with Bureau Veritas, it seemed they are aware of the differing opinions. It is possible more amendments could come from them based on that, but none are expected at this time.

**Justification for Request:** Council is the authority for approving ordinance amendments

**Recommended Action/Motion:** Motion to approve an ordinance making changes to the City of Dalworthington Gardens Code of Ordinances, Appendix A Fee Schedule, making changes to residential permitting costs as well as various other areas of the fee schedule.

**Attachments:** Bureau Veritas Cost Comparison  
Redlined Fee Schedule  
Ordinance approving changes



The following is hereby accepted as an amendment to Attachment B (Fee Schedule) of the Standard Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Dalworthington Gardens, Texas, dated 5/10/2016 by changing a heading on the existing inspection fee table and by adding an additional method of calculating fees for residential construction referenced in HB 852, signed into law May 21, 2019.

**FEE SCHEDULE**

Modify the existing inspection fee table by changing the heading, “**Single Family Residential construction plan review and inspection**” to “**Residential construction plan review and inspection**”.

Add a new plan review and inspection fee table for 1 & 2 family residential dwellings.


**Construction or Improvement of a Residential Dwelling**

New Residential Construction	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00    \$942.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F. \$942 plus \$0.45 cents
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F. \$4,800 plus \$0.20 cents
Alteration/Addition for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade    \$120.00 per trade
Other project types not listed above	\$160.00 per trade    \$200.00 per trade

**City of Dalworthington Gardens, Texas**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Bureau Veritas, North America, Inc.**

By: Van Tran  
 Title: VP Facilities Division, Central & East  
 Signature:   
 Date: 6/5/2019  
 DTQRR: David Stanford  
 Date: 6/5/2019

**ARTICLE A2.000 ADMINISTRATIVE SERVICES**

**Sec. A2.001 Public records/public information**

~~(a) Building code: \$30.00/copy; local provisions only.~~

~~(b) Subdivision ordinance: \$30.00/copy.~~

~~(c) Zoning ordinance: \$30.00/copy.~~

~~(d) City code:~~

~~(1) Initial set: \$125.00 w/o annual maintenance.~~

~~(2) Annual maintenance (per year): \$30.00 per copy.~~

~~(e) Plats:~~

~~(1) Copy: \$20.00.~~

~~(2) Rental of reproducible (per day): \$10.00/day.~~

~~(3) County filing 18 x 24: \$60.00.~~

~~(4) County filing 24 x 36: \$80.00.~~

~~(f) Statistical reports, per page: \$5.00.~~

~~(g) Other documents:~~

~~(+)(a) Paper copy - 8-1/2 x 11, per page: \$0.10.~~

~~(-)(b) Paper copy - 8-1/2 x 14, per page: \$0.50.~~

~~(-)(c) Paper copy - 11 x 17, per page: \$0.50.~~

~~(d) Specialty paper copy (e.g.: Mylar, blueprint, blueline, map, photographic) – actual cost~~

~~(4) Diskette\*: \$1.00.~~

~~(5) VHS videocassette\*: \$2.50.~~

~~(6) Audio cassette\*: \$1.00.~~

~~(7)(e) DVD\*: \$3.00.~~

~~(8)(f) CD-R or CD-RW: \$1.00.~~

~~(g) Other Electronic media: actual cost~~

~~\*Medium furnished by requesting party.~~

~~(h) Labor charge (over 50 pages): \$15.00/hour.~~

~~(1) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:~~

~~A. Two or more separate buildings that are not physically connected with each other; or~~

~~B. A remote storage facility.~~

~~C. Two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.~~

**Commented [ad1]:** covered under "specialty paper" below

**Commented [ad2]:** applicant now files their own plat – saves city time and money.

- (i) Programming labor: \$28.50/hour.
- (j) Remote document retrieval: Actual cost.
- (k) Computer resource charge: \$2.50/hour.
- (l) Overhead (over 50 pages): 20% of labor cost.
- (m) Miscellaneous supplies (such as labels, boxes, and other supplies used to produce the requested information): Actual cost.
- (n) Postage and shipping charge: Actual cost.

(Ordinance 08-17, sec. 2, adopted 12/11/08)

**Sec. A2.002 Public safety costs and fees**

- (a) ~~(a)~~—Accident report:
  - 1. \$6.00 for regular copy. (Ordinance 16-13 adopted 11/28/16)
  - 2. \$8.00 for certified copy.
- (b) Fingerprinting: \$10.00. (Ordinance 17-01, sec. 1, adopted 1/19/17)
- (c) Personnel costs (incurred in hazardous materials or utility break cases):
  - (1) Police, fire or EMT: \$50.00/hour.
  - (2) Hazardous materials technician: \$70.00/hour.
  - (3) Incident commander/safety officer: \$75.00/hour.
  - (4) Fire marshal/fire inspector: \$50.00/hour.
  - (5) Public works inspector: \$45.00/hour.
- (d) Equipment costs (incurred in hazardous materials or utility break cases):
  - (1) Patrol unit: \$75.00/hour.
  - (2) Police motorcycle: \$50.00/hour.
- (e) Records copies: As in section A2.001.

**Sec. A2.003 Other administrative costs**

- (a) Returned checks: \$30.00.
- (b) Newsletter advertising: ~~\$25.00/month; \$250.00/year.~~
  - 1) Half Page – 12 Months - \$1,500.00
  - 2) Half Page – 6 Months - \$1,000.00
  - 3) Half Page – 1 Month – \$250.00
  - 4) Quarter Page – 12 Months - \$1,000.00
  - 5) Quarter Page – 6 Months - \$600.00
  - 6) Business Card – 12 Months - \$350.00
  - 7) Business Card – 6 Months - \$200.00
  - 8) Business Card – 1 Month – \$75.00

Editor's note The ordinance adopting the newsletter advertising fee above contained a scrivener's error and was corrected at the request of the city.

- (c) Confidentiality maintenance of utility records: one-time \$3.00 fee 0/year.

**Commented [ad3]:** Sec. 550.065 Transportation Code

**Commented [ad4]:** These are utility records allowed to be kept confidential in accordance with Chapter 182 of the Utilities Code.

- ~~(d) Miscellaneous supplies: Actual cost.~~
- ~~(e) Postage and shipping charge: Actual cost.~~
- ~~(f) Photographs: Actual cost.~~
- ~~(g) Fax charge:
 
  - ~~(1) Local: \$0.10/page.~~
  - ~~(2) Long distance: \$1.00/page.~~~~
- ~~(h) Other costs: Actual cost.~~

**ARTICLE A3.000 CONSTRUCTION SERVICES**

**Sec. A3.001 Contractor registration and licensing**

(a) Contractor registration:

	<u>Initial Fee</u>	<u>Renewal Fee</u>
Any of the following:	\$150.00	\$75.00
Building contractor		
Electrical contractor		
Mechanical contractor		
Plumbing contractor		
<del>Sign erector</del> contractor		
Landscape irrigator		
Swimming pool/spa contractor		
<u>Fence contractor</u>		
<u>Fire alarm/sprinkler contractor</u>		
<u>Backflow contractor (leave fee same as all others)</u>		

(2005 Code, sec. 3.3.05(B)(1); Ordinance adopting Code)

**Sec. A3.002 Building permits and inspections**

(1) Permits and inspection fees are calculated the same for general contractors and all trade contracts (mechanical, electrical, plumbing fuel gas, and similar)

~~(a) Building permits, based on valuation of construction at \$110.00 per square foot.~~



~~(1) Single family residential application fee (plan review): \$100.00 nonrefundable; applied to permit fee.~~

~~(2) Single family residential inspections:~~

**(a) New Residential Construction**

<u>Square Footage (S.F.)</u>	<u>Fee</u>
<u>0 - 1,500 S.F.</u>	<u>\$860</u>
<u>1,501 - 10,000 S.F.</u>	<u>\$860.00 for the first 1,500 S.F. plus \$0.40 for each additional S.F. to and including 10,000 S.F.</u>
<u>Over 10,000 S.F.</u>	<u>\$4,260.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.</u>

**(b) Alteration/Addition for Residential Construction**

<u>Trade Permits</u>	<u>Fee</u>
<u>Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar</u>	<u>\$120.00 per trade</u>
<u>Other project types not listed above</u>	<u>\$200.00 per trade</u>

<b>Valuation</b>	<b>Fee</b>
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$1.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

~~(a)(c)~~ ~~(3)~~ **-Commercial and multifamily construction plan review permit fee:**

<b>Valuation</b>	<b>Fee</b>
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$125.00 for the first \$10,000.00 plus \$7.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$191.00 for the first \$25,000.00 plus \$6.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$314.00 for the first \$50,000.00 plus \$5.00 additional \$1,000.00

\$100,001.00 to \$500,000.00	\$485.00 for the first \$100,000.00 plus \$4.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,580.00 for the first \$500,000.00 plus \$3.00 additional \$1,000.00
\$1,000,001.00 and up	\$2736.00 for the first \$1,000,000.00 plus \$2.00 additional \$1,000.00

~~(b)(d)~~ ~~(4)~~ **Commercial and multifamily construction inspections:**

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

- ~~(e)~~ Reinspection: \$100.00.
- ~~(f)~~ House mover's permit: \$250.00.
- ~~(d)~~ Alterations and repairs to existing construction: Based on value as set forth in subsection (a) above.
- ~~(g)~~ Shell building:
  - (1) Initial permit: 80% of full fee.
  - (2) Interior finish permit: 35% of full fee.
- ~~(h)~~ Miscellaneous construction:
  - (1) Any permit required item not otherwise specified: \$100.00.
  - (2) Fence: Based on value as set forth in subsection (a) above.
    - a. Residential lot: \$150
    - b. Commercial lot: \$200
    - c. Subdivision screen wall: \$250
  - (3) Roof: Based on value as set forth in subsection (a) above. \$200.00
  - ~~(4) Storage building: Based on value as set forth in subsection (a) above. (No permit required if: no electricity, no plumbing, or less than 300 square feet.)~~
  - (5) Structural repair to building foundation: Based on value as set forth in subsection (a) above. \$200.00
  - ~~(6) Sidewalk, curb, drive approach: Based on value as set forth in subsection (a) above.~~
  - (7) Underground storage tank: Based on value as set forth in subsection (a) above. \$100.00
  - (8) Retaining wall: Based on value as set forth in subsection (a) above. \$100.00
  - (9) Commercial only:
    - (A) Canopy: Based on value as set forth in subsection ~~(a)~~(c2) and (3d) above.
    - (B) Tent: Based on value as set forth in subsection ~~(a)~~(c2) and (3d) above.
  - (10) Residential only:
    - (A) Garage, carport, patio cover, accessory structure, storage building, etc., accessory use only: Based on ~~value~~ square footage as set forth in subsection (a) above.

**Commented [ad5]:** Cara: I recommend deleting this subsection. With alterations and repairs of a residential dwelling the fee cannot be based on value. You'll have to base the fee on the square footage being altered even if the overall square footage doesn't change. Given that this is already addressed in subsection (a), it is not necessary to address it here as well.

**Commented [ad6]:** Adding to "10" below

- (B) Swimming pool or outdoor spa: Based on value as set forth in subsection (a) above.  
 a. In ground: \$200.00  
 b. Above ground: \$50.00  
 a-c. If engineering review is necessary, actual invoice cost is added to appropriate permit fee amounts a. and b.

**Commented [ad7]:** To recoup our costs when engineering review is necessary

- (11) Lay, construct, build, repair or rebuild any sidewalk, curb, gutter, drive approach, or driveway: ~~\$150.00-200.00~~

**Commented [ad8]:** This is also addressed in #6 above. we just charged a flat fee for this and took out #6 and added drive approach to this one

~~Sec. A3.003 Electrical permits and inspections~~

Fees for constructing, installing, altering, extending, maintaining, repairing, or replacing any electrical wiring:

- (1) Electrical permits, based on valuation of construction per square foot. ~~put square footage language here from above.~~

~~(A) Single family residential application fee (plan review): \$100.00 nonrefundable; applied to permit fee.~~

~~(A) Single family residential application fee (plan review): \$100.00 nonrefundable; applied to permit fee.~~

~~(B) Single family residential inspections look at language above:~~

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

~~(C) Commercial and multifamily plan review:~~

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$125.00 for the first \$10,000.00 plus \$7.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$191.00 for the first \$25,000.00 plus \$6.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$314.00 for the first \$50,000.00 plus \$5.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$485.00 for the first \$100,000.00 plus \$4.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,580.00 for the first \$500,000.00 plus \$3.00 additional \$1,000.00

\$1,000,001.00 and up	\$2,736.00 for the first \$1,000,000.00 plus \$2.00 additional \$1,000.00
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~~(D) — Commercial and multifamily inspections:~~

<b>Valuation</b>	<b>Fee</b>
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

~~(2) — Minimum fee:~~

~~(A) — Residential: \$100.00.~~

~~(B) — Commercial: \$100.00.~~

~~(3) — Reinspection fee: \$100.00.~~

~~(4) — Interior finishes, all buildings: 50% of fee designated in the respective occupancy categories, when service is provided. When service is not provided or revised, the fee will be assessed at 100% of occupancy designation.~~

~~**Sec. A3.004 — Plumbing permits and inspections**~~

~~Fees for constructing, installing, altering, extending, maintaining, repairing, or replacing any plumbing:~~

~~(1) — Plumbing permits, based on valuation of construction per square foot.~~

~~(A) — Single family residential application fee (plan review): \$100.00 nonrefundable; applied to permit fee.~~

~~(B) — Single family residential inspections:~~

<b>Valuation</b>	<b>Fee</b>
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00

\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00

(C) — Commercial and multifamily plan review:

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$125.00 for the first \$10,000.00 plus \$7.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$191.00 for the first \$25,000.00 plus \$6.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$314.00 for the first \$50,000.00 plus \$5.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$485.00 for the first \$100,000.00 plus \$4.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,580.00 for the first \$500,000.00 plus \$3.00 additional \$1,000.00
\$1,000,001.00 and up	\$2,736.00 for the first \$1,000,000.00 plus \$2.00 additional \$1,000.00

(D) — Commercial and multifamily inspections:

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

(2) — Reinspection fee: \$100.00.

(3) — Minimum fee: \$100.00.

(4) — Water well drilling permit: \$300.00.

**— Sec. A3.005 — Mechanical permits and inspections**

Fees for constructing, installing, altering, extending, maintaining, repairing, or replacing any mechanical system:

- ~~(1) Mechanical permits,
 
  - ~~Single family residential: based on valuation of construction per square foot. \$200 per unit installed.~~
  - ~~a. Commercial and multi family: \$300 per unit installed.~~~~

~~(A) Single family residential application fee (plan review): \$100.00 nonrefundable; applied to permit fee.~~

~~(B) Single family residential inspections:~~

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2,426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

~~(C) Commercial and multifamily plan review:~~

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$125.00 for the first \$10,000.00 plus \$7.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$191.00 for the first \$25,000.00 plus \$6.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$314.00 for the first \$50,000.00 plus \$5.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$485.00 for the first \$100,000.00 plus \$4.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,580.00 for the first \$500,000.00 plus \$3.00 additional \$1,000.00
\$1,000,001.00 and up	\$2,736.00 for the first \$1,000,000.00 plus \$2.00 additional \$1,000.00

~~(D) Commercial and multifamily inspections:~~

Valuation	Fee
\$1.00 to \$10,000.00	\$100.00
\$10,001.00 to \$25,000.00	\$135.00 for the first \$10,000.00 plus \$11.00 additional \$1,000.00
\$25,001.00 to \$50,000.00	\$294.00 for the first \$25,000.00 plus \$8.00 additional \$1,000.00
\$50,001.00 to \$100,000.00	\$483.00 for the first \$50,000.00 plus \$6.00 additional \$1,000.00
\$100,001.00 to \$500,000.00	\$746.00 for the first \$100,000.00 plus \$5.00 additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$2426.00 for the first \$500,000.00 plus \$4.00 additional \$1,000.00
\$1,000,001.00 and up	\$4,207.00 for the first \$1,000,000.00 plus \$3.00 additional \$1,000.00

\_\_\_\_\_(2) Reinspection fee:

(3) Minimum fee: \$100.00.

**Sec. A3.006 Sign permits and inspections**

- (a) Advertising (billboards): \$500.00.
- (b) Temporary advertising signs (unless specifically exempted from permit requirements): Based on value as set forth in section A3.002(a)(2).
- (c) All other signs: Based on value as set forth in section A3.002(a)(2).
- (d) Real estate signs smaller than 20 square feet shall not require a permit.
- (e) Change in copy or in sign face shall constitute a new sign for fee purposes.

**Sec. A3.007 Certificate of occupancy**

- (a) New construction: \$100.00.
- (b) Change of occupancy: \$100.00.
- (c) Temporary, for cleaning and showing premises without other use: \$100.00.

(Ordinance 16-13 adopted 11/28/16)

**Sec. A3.008 Fire permits and inspections**

**Both permit fees and inspections fees are applicable for each project.**

(a) Fire alarm permit for installation.

- (1) 1–10 devices: \$150.00.
- (2) 11–25 devices: \$175.00.
- (3) 26–100 devices: \$250.00.

**Commented [ad9]:** Will address after sign ordinance update

**Commented [M10]:** Not in BV contract. Moved to top for easier viewing

(4) 101–200 devices: \$425.00.

(5) 201–500 devices: \$500.00.

(6) Per device over 500: \$1.00.

(b) Fire sprinkler permit for installation.

(1) 1–19 heads: \$125.00.

(2) 20–100 heads: \$225.00.

(3) 101–300 heads: \$350.00.

(4) 301–1,000 heads: \$450.00.

(5) Per head over 1,000: \$1.00.

(c) Single-family residential fire plan review services.

(1) Fire code plan review services: ~~\$175.00~~\$228.00.

(2) Fire code inspection services: ~~\$400.00~~\$520.00

(d) Fire code plan review services - commercial and multifamily construction (each fire alarm system and fire sprinkler system). Fee is for each system. Fire alarm system and fire sprinkler system assessed separately.

(1) Less than \$6,250.00: ~~\$200.00~~\$260.00

(2) \$6,250.00–\$250,000.00: ~~\$300.00~~\$390.00

(3) \$251,000.00–\$500,000.00: ~~\$425.00~~\$553.00

(4) \$501,000.00–\$1,000,000.00: ~~\$550.00~~\$715.00

(5) \$1,001,000.00–\$3,000,000.00: ~~\$800.00~~\$1,040.00

(6) \$3,001,000.00–\$6,000,000.00: ~~\$1,200.00~~\$1,560.00

(7) \$6,000,000.00 and up: ~~\$1,200.00~~\$1,560.00 plus ~~\$0.38~~\$0.50 for each additional \$1,000.00.

(e) Fire Code inspection services - commercial and multifamily construction (each fire alarm system and fire sprinkler system).

(1) Less than \$6,250.00: ~~\$300.00~~\$390.00

(2) \$6,250.00–\$250,000.00: ~~\$425.00~~\$550.00

(3) \$251,000.00–\$500,000.00: ~~\$525.00~~\$680.00

(4) \$501,000.00–\$1,000,000.00: ~~\$675.00~~\$880.00

(5) \$1,001,000.00–\$3,000,000.00: ~~\$950.00~~\$1,240.00

(6) \$3,001,000.00–\$6,000,000.00: ~~\$1,425.00~~\$1,850.00

(7) \$6,000,000.00 and up: ~~\$1,425.00~~\$1,850.00 plus ~~\$0.38~~\$0.50 for each additional \$1,000.00.

Valuation is based on construction valuation for project.

(f) Fire underground.

(1) Fire code plan review (1 hour minimum): ~~\$100.00~~\$130.00 per hour.

**Commented [M11]:** Marked up all of these by 30% to recoup city's costs. Were previously listed as exactly what BV charged us.



- (2) Fire code plan inspection (1 hour minimum): ~~\$100.00~~\$130.00 per hour.
- (g) Fire extinguisher suppression system.
  - (1) Per permit, one inspection: ~~\$350.00~~\$455.00
  - (2) Each reinspection: ~~\$100.00~~\$130.00
- (h) Fire certificate of occupancy inspections. Minimum one hour per inspection: ~~\$150.00~~\$195.00 per hour.
- (i) Annual commercial fire safety inspections and reinspections. ~~-\$130.00~~
- ~~(1) Day care, foster home, commercial business (each inspection and reinspection per location): \$100.00.~~
- ~~(2) Nursing home/assisted living/school (each inspection and reinspection per location): \$250.00.~~
- (j) Underground/aboveground fuel storage tanks.
  - (1) Fire code plan review: ~~\$450.00~~\$350.00.
  - (2) Fire code inspection: ~~\$450.00~~\$585.00
- (k) Site plan.
  - (1) Fire code plan review (2 hour minimum): ~~\$125.00~~\$160.00 per hour.
  - (2) Fire code plan inspection (2 hour minimum): ~~\$125.00~~\$160.00 per hour.
- ~~(j) Fire alarm/sprinkler contractor registration: \$150.00 initial and \$75.00 annual renewal.~~
- ~~(k) Fire alarm permit for installation.~~
  - ~~(1) 1-10 devices: \$150.00.~~
  - ~~(2) 11-25 devices: \$175.00.~~
  - ~~(3) 26-100 devices: \$250.00.~~
  - ~~(4) 101-200 devices: \$425.00.~~
  - ~~(5) 201-500 devices: \$500.00.~~
  - ~~(6) Per device over 500: \$1.00.~~
- ~~(l) Fire sprinkler permit for installation.~~
  - ~~(1) 1-10 heads: \$125.00.~~
  - ~~(2) 20-100 heads: \$225.00.~~
  - ~~(3) 101-300 heads: \$350.00.~~
  - ~~(4) 301-1,000 heads: \$450.00.~~
  - ~~(5) Per head over 1,000: \$1.00.~~
- (m) Fire pump - additional. \$250.00.
- (n) Residential automatic sprinkler system: \$150.00.
- (o) Installation of underground piping and private fire hydrants.
  - (1) First 200 feet or portion thereof, including any fire hydrants: \$100.00.

**Commented [M12]:** Not in BV contract. Moved to top to make more sense.

(2) For every additional 400 feet or portion thereof, including fire hydrants: \$200.00.

- (op) ~~Resubmittal fee for fire permit plans that have been resubmitted more than two times: \$85.00.~~
- (pe) ~~Removal of underground flammable/combustible liquid storage tanks: \$55.00 per tank.~~
- (qf) ~~Installation of special locking systems: \$200.00.~~
- (rs) ~~Installation of flammable/combustible container smaller than 120 gallons water capacity: \$75.00 per container.~~
- (st) ~~Installation of flammable/combustible container larger than 120 gallons water capacity: \$150.00 per container.~~
- (ts) ~~Operational business permits. Operational permit fees of \$55.00 are required annually for any business with operations set forth in IFC 105.6, sections 105.6.1 through 105.6.48.~~

(Ordinance 17-03 adopted 1/19/17)

#### ARTICLE A6.000 ANIMAL CONTROL SERVICES

(a) ~~Dogs and cats (per day) (3-day hold --H.S.): \$15.00. Actual cost in accordance with the fee assessed by the Humane Society of North Texas and/or Fort Worth Animal Control third party city uses for said service. In some cases, both fees may be applicable.~~

~~(b) Other animals (per day): \$30.00. Actual cost in accordance with fee assessed by the Humane Society of North Texas.~~

(2005 Code, sec. 3.3.05(E))

(be) ~~Reclaimed animals: \$60.00 100.00 per incident plus applicable fees (vaccines, etc. charged by third party).~~  
(Ordinance 09-05 adopted 3/19/09)

~~(d) Administrative fee for Dogs and cats pickup transportation by the city: \$25.00. \$50.00~~

(ce) ~~Euthanization/disposal fee: \$15.00. Actual cost in accordance with fee assessed by the third party city uses for said service to City by the Human Society of North Texas~~

~~(f) Quarantine board fee (per day): \$20.00. \$50.00 a day plus \$100 fee assessed by Fort Worth Animal Control.~~

~~(g) Service request: \$70.00. \$100 (what is this)~~

~~(h) Emergency service request: \$80.00. \$200 (what is this)~~

~~(i) Educational services (per hour): \$70.00.~~

~~(dj) Animal head shipment/rabies testing: \$80.00. \$150.00 Actual cost in accordance with fee assessed by Fort Worth Animal Control third party city uses for said service.~~

(2005 Code, sec. 3.3.05(E))

(ek) ~~Confined animal facility operations permit: The greater of either \$500.00 or the actual cost incurred by the city for engineering services by the city engineer in reviewing any application for the permit or renewal of the permit.~~

~~(ft) Any appeal to the board of adjustments of any matter pursuant to section 2.03.032(e) of this code: \$500.00.~~

~~(g) Issuance of Confined Animal -Permit and inspection annually: \$100.00 (what is this)~~

(Ordinance 16-10, sec. 2, adopted 9/15/16)

#### ARTICLE A8.000 HEALTH PERMITS

(a) Food service and retail food establishment engaged in food preparation (annual fee): \$250.00.

(b) Retail food establishment not engaged in food preparation (annual fee): \$150.00.

- (c) Temporary food establishment (per permit): \$50.00.
- (d) Public swimming pool or spa (annual fee): \$150.00.  
(2005 Code, sec. 3.3.05(F)(2))
- (e) Mobile food unit or mobile food establishment engaged in food preparation (annual fee): \$100.00.
- (f) Mobile food unit or mobile food establishment not engaged in food preparation (annual fee): \$100.00.  
(Ordinance 2018-01, sec. 9, adopted 2/15/18)

The Health Permit ~~and Health Permit~~ fee collection authority is delegated to county. (2005 Code, sec. 3.3.05(F)(2))

**ARTICLE A9.000 MISCELLANEOUS FEES**

- ~~(a) Wrecker, police pull certificate application (initial or renewal): \$50.00.~~
- (b) Pull charge (per vehicle, per pull): \$45.00.
- (c) ~~Vendor Door-to-door sales~~ registration under article 4.03: ~~\$50.00-2,000.00~~
- (d)
  - (1) ~~Non-city home security Alarm permit: No charge-\$10.00 annually~~
  - (2) Alarm notification service fee:
    - (A) Per false alarm notification under 5 in a 12-month period: ~~\$0.00-no charge.~~
    - (B) Per false alarm notification 5 to 8 in a 12-month period: \$60.00.
    - (C) Per false alarm notification over 8 in a 12-month period: \$90.00.

(Ordinance 10-06, sec. 1, adopted 8/19/10)

- (e) Reserved. (Ordinance 17-01, sec. 2, adopted 1/19/17)
- (f) Alcoholic beverage fees: A fee is hereby levied of one-half of the state fee for each permit and license issued by the state alcoholic beverage commission for premises located within the city, pursuant to the authority of section 11.38 and section 61.36 of the Texas Alcoholic Beverage Code. (Ordinance 09-13, sec. 3, adopted 11/10/09)
- (g) Municipal setting designation fees: A fee of \$500.00 is hereby levied for each application for a municipal setting designation for a specific location or specific business operation pursuant to regulations or requirements of the state commission on environmental quality. (Ordinance 11-07 adopted 9/15/11)
- (h) Collection fee: A fee in the amount of thirty percent (30%) on each item for which such fee is permitted to be assessed by Texas Code of Criminal Procedure section 103.0031, such collection fee to be calculated as provided in such section, and subject to the limitations stated in such section and in any other applicable law, state or federal. (Ordinance 17-17 adopted 7/20/17)
- (i) Private Water Well Permit Application Fee: \$1,500.

**City Council  
Staff Agenda Report**

**Agenda Item: 7h.**

<b>Agenda Subject:</b> Discussion and possible regarding the continued use of the cul-de-sac on Elkins as of brush dump and public works storage.		
<b>Meeting Date:</b>  July 18, 2019	<b>Financial Considerations:</b> <b>costs for attorney to draft quitclaim deed to finalize council's approval</b>  <b>Budgeted:</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<b>Strategic Vision Pillar:</b>  <input type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

**Prior Council Action:** At the May meeting, Council asked that the Park Board research solutions for the brush dumping area on Elkins. The Park Board had a solution ready at their June meeting, but the June agenda was very full so staff waited until July to add it to the agenda.

**Background Information:** The Park Board met at their June meeting and came up with suggestions to the dumping issue on Elkins. Their entire recommendation is attached but some suggestions include removal of the existing brush, an education campaign, continuation of city clean up, and additional signage to prevent dumping.

**Justification for Request:** Council requested input from the Park Board on this item.

**Recommended Action/Motion:** Motion to approve the Park Board's recommendation as a solution to the brush dumping in the cul-de-sac on Elkins.

**Attachments: Park Board Recommendation**

## PARK BOARD RECOMMENDATIONS FOR BRUSH REMOVAL ON ELKINS DRIVE-JULY 9, 2019

In May the Council asked the Park Board to provide feedback on storage of materials on the west end of Elkins Drive near the gas well. This item was not on council's June agenda, but is now available for discussion. Park Board recommendations are as follows:

- Removal of the accumulated brush, tree stumps and other rubbish is needed a.s.a.p. to discourage illegal dumping. Due to size and volume Republic Services will need to be contracted. After removal, the use of saw horses, rope or flags to temporarily cordon off the area west of Elkins Drive and attachment of illegal dumping notices will educate the citizens that dumping will no longer be tolerated in this area.
- A more permanent stanchion and chain system is another alternative.
- A strong education component is necessary to educate citizens that clean-up days are scheduled yearly and that dumping in that area is illegal. Alternative solutions for brush removal by Republic Services and policy for Arlington City Dump, and a statement of property owner's responsibility should be included. The City can also provide residents with a list of recommended tree service companies. These recommendations can be obtained through NextDoor and can include the name of the person making the recommendation to minimize City liability in making the recommendations.
- Continuation of the city clean-up day is encouraged, and the addition of a spring clean-up would assist residents in removal of debris and hazardous waste. Timely removal of waste after clean-up day is necessary to prevent a return to our current situation. Citizen notice of clean-up days should include education in the temporary nature of the allowed disposal. Staff stated that HHW is available for more frequent pick-up of hazardous waste.
- After removal of all products, regrading (and wishfully thinking -- repaving of the parking lot/turn-around in the future) would further enhance cleanup and signal a change in area usage.
- In case of city-wide storm damage, staff has stated that a couple of containers can temporarily be placed to assist in clean-up operations. Social media notification of date range of this service is necessary.
- We discussed the purchase of a game camera or other video surveillance equipment to help in enforcement of our no dumping signs and ordinances. Chief Petty was consulted about this possibility and replied via email "I spoke with Sherry about this today. We would like to start an "illegal dumping campaign" on social media before we take any focused enforcement action. We can try a game camera, but I am leery of its effectiveness. We have tried game cameras in the past and it's been difficult to catch good footage."
- Move storage of road base, gravel, fill dirt and other city-owned building materials to the area northwest of the gas well, accessed from Arkansas. This area is secured by fence and out of the public eye and allows equipment to move around easily. The existing gravel road can handle truck traffic. Staff is checking to see if the gas company has any restrictions on city use of that road. Gary Harsley has recommended the construction of some barriers to corral the materials similar to that used at Whiz Q Stone and other material suppliers. We have not priced the construction of such storage barriers.
- We discussed using the area by the old water tanks for city material storage on Roosevelt, but we were concerned that trucks could not easily navigate that entrance and that neighbors would not appreciate dumping in that area, just as Elkins Dr. residents do not like the current situation.
- Construction of an enclosed mulch area like the one we formerly had in the area west of city hall that now houses the equipment barn. Our 10-year plan includes the building of such a facility, and the end of Elkins seems logical, as in our 10-year plan there is a proposed community garden in that area. Cyclone fencing and gates (as used before) will help to control spread of the mulch beyond the bins; and trash cans in the area for plastic garbage bags used to transport leaves, etc. for composting, combined with citizen education could make this a workable asset.

Respectfully submitted,

Jeannine Calhoon, Chair

**RESOLUTION NO. 2019-22**

**A RESOLUTION OF THE DALWORTHINGTON GARDENS CITY COUNCIL  
APPROVING AMENDMENTS TO THE PURCHASING POLICY MANUAL**

**WHEREAS**, the Dalworthington Gardens City Council (Council) adopted a Purchasing Policy Manual on May 18, 2017; and

**WHEREAS**, the Council desires to made additional revisions to said policy

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, THAT:**

**Section 1.** The amendments to the Purchasing Policy Manual are hereby adopted and the final Policy is attached hereto as Exhibit A.

**PASSED AND APPROVED** on this July 18, 2019.

**CITY OF DALWORTHINGTON GARDENS:**

\_\_\_\_\_  
Laura Bianco, Mayor

**ATTEST:**

\_\_\_\_\_  
Lola Hazel, City Secretary



# PURCHASING POLICY MANUAL

*ADOPTED* MAY 18, 2017

*REVISED* JULY 19, 2018

*REVISED* JUNE 20, 2019



# CITY OF DALWORTHINGTON GARDENS

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# CITY OF DALWORTHINGTON GARDENS

## FORWARD

This manual has been prepared to inform and instruct each department, division, and their staff members, of the many methods of procurement and duties and responsibilities of all those involved in the purchasing process.

The goals of the Purchasing Policy Manual include the following:

- purchasing quality goods and services;
- obtain the best possible price for goods and services;
- encourage and promote interlocal cooperation among area agencies;
- accept delivery of goods and services when and where needed;
- assure a continuing supply of needed goods and services;
- guard against misappropriation of any assets procured.

Additionally, we are committed to ensuring that:

- responsible bidders are given a fair opportunity to compete for the City's business;
- public funds are safeguarded;
- the best value is received for the public's dollar.

This is done partially by the statutory requirements for competitive bids and proposals, and partially by the City's own purchasing procedures.

In its simplest expression, every employee should ask himself or herself whether the following criteria are met before a purchase is made:

1. Does the purchase provide the best value for the public's dollar?
2. Is the purchase needed?
3. Is the procurement method legal, and does it meet the guidelines in this manual?

If these questions are answered in the affirmative, then the purchase should be made.

If any of these litmus tests are not answered in the affirmative, then the purchase should not be made.

This manual cannot address every situation; and, when an unusual situation occurs or a difficult legal problem arises, the *final* authority for City purchasing procedures is the law itself.



# CITY OF DALWORTHINGTON GARDENS

## GLOSSARY OF TERMS

The following definitions are intended to assist you in understanding the language used throughout this manual. When using this manual, if you find a word or words that you may not clearly understand and that is not defined in this section, please do not hesitate to contact the City Administrator or his/her designee for clarification and/or interpretation.

**Award** - Approval by the City Council, or the City Administrator or his/her designee, under whose authority a purchase order is issued.

**Bid advertisement** - A public notice put in a newspaper of general circulation, containing information about an Invitation for Bid or a Request for Proposal.

**Bid list** - A list of vendors, who have indicated in writing, an interest in submitting bids for particular categories of goods and services. This list is a compilation of recommended vendors from the department and a database of vendors maintained by Purchasing.

**Bonds:**

**Bid bond** - A bond required of a contractor, which ensures that the contractor will enter the contract for which he has submitted a formal written bid and/or proposal.

**Payment bond** - A bond required that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied during the contract.

**Performance bond** - A bond required that guarantees vendor performance during the execution of the contract.

**Capital equipment** – Property with a useful life in excess of two years or more, and a purchase cost of at least \$5,000 for each item or group of items (i.e.: desks, chairs, etc.).

**City Council** - The elected officials of the City of Dalworthington Gardens, Texas are given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

**Competitive bidding** - The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

**Component purchases** – Purchases of component parts individually, that in normal purchasing practices would be purchased in one purchase.

**Contract** - An agreement between the City and a Supplier to furnish supplies and/or services over a designated period, during which purchases are made of the commodity specified.



## CITY OF DALWORTHINGTON GARDENS

Contractor - The successful vendor(s) awarded a contract by the City of Dalworthington Gardens.

Delivery date – The date by which goods or services are needed.

Emergency – Purchases that are made to meet a critical, unforeseen need of the City, where the City's ability to serve the public would be impaired if the purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as outlined in LGC 252.022.

Encumbrance - The process wherein the City reserves funds for the purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

Expedite – When the purchasing process is accelerated through normal procedures to prevent work stoppage or loss of government's money.

FOB destination point – Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller.

FOB shipping point – Free on Board (FOB); shipment becomes 'collect' from seller's shipping dock; freight charges may be prepaid and added to the invoice; City pays freight charges; title to goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

Goods - ~~generic~~ <sup>A term</sup> generic term that includes all types of property to be purchased by the City; equipment, supplies, materials, component and repair parts.

Invitation to Bid – This is a formal written document that requests from bidders a firm price and delivery details for specified merchandise listed on a purchase requisition. An Invitation to Bid is always required when the anticipated level of expenditure will be greater than \$50,000. It may be used any time the City Council or the City Administrator feels it is justified.

Lowest responsible bidder – This is the vendor who offers the lowest bid that meets all the specifications, requirements, terms and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.

Preferred Purchase Method - The preferred purchase method is to have the vendor invoice the City for purchases. If this is not practical, purchases may be made with the City Procurement Card.

Purchase - An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.



## CITY OF DALWORTHINGTON GARDENS

**Purchasing** - The act, function, and responsibility for the acquisition of goods and services.

~~Purchase order – A formal, binding, legal agreement issued by the City. A purchase order is requested by a departmental purchase requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.~~

**Purchase Request Form** – a document requesting and requiring approval to purchase goods and/or services that are not contractual or recurring in nature on behalf of the City. Purchases less than \$500 are ~~purchased using the City procurement card are exempt from this requirement.~~ exempt from this requirement.

**Request for Proposal** – A formal written document requesting that potential vendors make an offer for services to the City. The offer allows for negotiations after the proposals have been received, but before a contract is awarded. This process is normally used for the acquisition of insurance coverage, and for high technology items.

**Separate purchases** – Purchases made separately, of items that in normal purchasing practices would be purchased in one purchase.

**Sequential purchases** – Purchases made over a period of time, of items that in normal purchasing practices would be purchased in one purchase.

**Services** – A generic term, to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

**Sole source** – Purchases of goods or services that are available from only one supplier. There may be just one vendor because of patents or copyrights, or simply because the vendor is the only one which supplies the good or service. These purchases are exempt from the standard bidding requirement and must qualify as outlined in LGC 252.022.

**Specifications** – Statements containing a detailed description of the terms of the contract, as well as specific details for the goods and/or services. The details or specifications should be descriptive, but not restrictive.

**State contract purchase** – An item available through the State of Texas General Services Commission Cooperative Purchasing Program, or ~~other~~ another similar cooperative purchasing program. The State has publicly advertised and received qualified bids for specific items. These appear on a listing periodically published by the State. The City of Dalworthington Gardens can elect to participate in the cooperative purchasing program for governmental subdivisions and other state agencies.



# CITY OF DALWORTHINGTON GARDENS

Surplus – Item(s) no longer needed by a department, regardless of its value or condition.

Vendor – A generic term applied to individuals and companies alike, who provide goods and services to the City.

Vendor Formal Purchase order - A formal, binding, legal agreement provided by the vendor and issued by the City. A purchase order is requested by a departmental purchase requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time, the agreement becomes a contract. A Vendor Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.

## DUTIES, ROLES & RESPONSIBILITIES

The City of Dalworthington Gardens is a small municipality with limited staff resources. While we do not have a formal Purchasing Division, we do have employees assigned to critical Purchasing tasks and activities. Additionally, every employee is responsible for ensuring that the public dollar is spent in accordance with the policies and procedures outlined in this manual and to seek advice from their manager if they are in doubt about a policy or procedure before making a purchase.

### STAFF DUTIES, ROLES & RESPONSIBILITIES

Individual Employees – All employees are required to choose the best value to the City when making purchasing choices, to use good judgment and to comply with all policies and procedures contained within this manual.

City Administrator and/or DPS Director or his/her designee – The individual designated to handle purchasing procedures not handled by the Purchase Requestor, and to coordinate city wide purchasing activities.

For each of the purchasing procedures identified and explained in the remainder of this manual, further duties, roles and responsibilities are defined and identified for each of the staff members identified above.

## POLICY STATEMENTS

### **I. GENERAL STATEMENT OF POLICY**

It is the policy of The City of Dalworthington Gardens that all purchasing shall be conducted strictly based on economic and business merit to best promote the interest of the citizens of Dalworthington Gardens. Dalworthington Gardens encourages free and unrestricted competition on all bid requests and purchases, ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled to obtain the best value for the City, with bids or quotations solicited whenever practical. These Purchasing Policies have been established to assist each employee, their manager and city administration to procure necessary goods and services at the best possible price within all Federal, State and Municipal purchasing laws. The Texas State Legislature has passed and made Chapter 252 a part of the Local Government Code and it shall be the policy of the City of Dalworthington Gardens to fully comply in all aspects with the rules, regulations, and procedures contained therein, as well as all other State purchasing laws.

### **II. ARCHITECT AND ENGINEERING PROCUREMENT POLICY**

The City of Dalworthington Gardens shall follow the applicable purchasing laws and procedures in Chapter 2254 of Texas Government Code for all Engineering and Architectural Services.

### **III. CONTRACTUAL EXPENDITURES**

Any expenditure encumbered due to contractual agreement with a vendor will not require a Purchase Request Form. Recurring contractual expenditures will be documented on a one-time Contractual Expenditure Form detailing contract payment terms. The form is to be approved by the eCity Administrator and/or DPS Director after the contract/agreement is approved by the City Council (if required) and retained by the Finance Department

### **IV. ROUTINE RECURRING EXPENSES**

The City of Dalworthington Gardens has routine operating expenses which are crucial and must be paid in order to provide services to the citizens. Routine expenses that are not covered by a contract, such as TMRS, utilities, annual maintenance fees, annual subscriptions, refunds, and other government agencies must be documented on a one-time Routine Recurring Expense Form detailing the type of expense and requires approval of the City Administrator and/or DPS Director. The form is to be retained by the Finance Department.

### **V. BEST VALUE OPTION POLICY**

The City of Dalworthington Gardens shall use the “best value” option whenever allowable by State purchasing laws and requirements.

## VI. FUNDS AVAILABILITY POLICY

Before any purchase over \$500 may be made, an individual employee must verify that funds are available to make the required purchase by coordinating the purchase through his or her manager.

## VII. PROCUREMENT CARD PURCHASES

Procurement card purchases are authorized for amounts up to \$2,500.00 but must have prior approval from the City Administrator/DPS Director/Mayor/Council.

~~When State law requires the City to use competitive bidding procedures, or when it is in the best interest of the City to do so, a Certification of Available Funds Statement from the City Administrator shall be completed before a Notice to Bidders, Request for Proposals or Request for Qualifications is published. Those funds identified to procure the needed item, shall be encumbered before notice is published.~~

## PURCHASING PROCEDURES

### VIII. PURCHASES LESS THAN \$500.00

#### A. GENERAL INFORMATION

1. For non-recurring type purchases less than \$500, the City Administrator and/or DPS Director or his/her respective designees are responsible for ensuring costs are budgeted. The preferred purchase method is to have the vendor invoice the City for purchases. If this is not practical, purchases may be made with the City Procurement Card.

### ~~VIIIX.~~ PURCHASES GREATER THAN \$500, BUT LESS THAN \$~~53~~3,000.00

#### A. GENERAL INFORMATION

1. Purchase Request Form or Vendor's Formal Purchase Order is required for purchases greater than \$500, but less than \$~~53~~3,000.00 that are not contractual or recurring in nature. City Administrator and/or DPS Director or his/her respective designees are responsible for ensuring costs are budgeted. ~~or his/her respective designees may choose the best method available and practical for the proposed purchase. The preferred purchase method is to have the vendor invoice the City for purchases. If this is not practical, purchases may be made with the City Procurement Card. Typical methods would include Procurement Cards, Purchase Request Form or Formal Purchase Order.~~

#### B. WORK FLOW SEQUENCE FOR PURCHASES GREATER THAN \$500, BUT LESS THAN \$~~5~~5,000.00

1. Purchase Requestor determines if sufficient funds are budgeted for the purchase in the

appropriate account.

2. If funds are not available, funds may be transferred from another account within the same department by using a Budget Adjustment Form. If funds need to be transferred between departments within the same fund, a Budget Amendment Form is required and signed by effective department heads. A copy of the form shall be given to the Finance Director.
3. If funds are available, the Purchase Requestor and his/her manager will use the Preferred Purchase Method or the City Procurement Card, whichever method is practical.
4. The Purchase Requestor keeps original approved Purchase Request Form (attached) for his/her records and submits a copy to Accounts Payable for pending payment documentation.
5. Once goods and or services are received or completed, Purchase Requestor submits the original approved Purchase Request Form, with certification signature that the goods/services were received and attaches any supporting documentation to Accounts Payable for payment processing.
6. Accounts Payable reviews final purchase request documentation and once complete, initiates payment.

#### **IX. PURCHASES \$5,000.00 OR MORE, BUT LESS THAN \$50,000.00**

##### **A. GENERAL INFORMATION**

1. Purchase Request Form or Vendor's Formal Purchase Order is required for purchases \$5,000 or more, but less than \$50,000.00 that are not contractual or recurring in nature.
2. Any purchase over \$5,000 must be brought to City Council for approval.

##### **B. WORK FLOW SEQUENCE FOR PURCHASES \$5,000.00 OR MORE, BUT LESS THAN \$50,000.00**

1. Purchase Requestor and his/her manager determine if sufficient funds are budgeted for the purchase in the appropriate account.

If funds are not available, justification for the purchase is reviewed by City Administrator / DPS Director / Mayor and must be approved before purchase is made, or the purchase is not made.

2. Purchases over \$5,000 must be approved by City Council, unless the expenditure is an emergency deemed by the Mayor.
3. If funds are available, the Purchase Requestor obtains at least three written quotes from three different vendors. If the commodity or service being purchased is available



through a Historically Underutilized Business (HUB) in Tarrant County, at least two of the quotes must be from a HUB in Tarrant County. A current list of HUB's in Tarrant County is available from the Texas Building and Procurement Commission's HUB Directory Website (<http://www2.cpa.state.tx.us/cmb1/hubonly.html>).

4. The Purchase Requestor keeps original approved Purchase Request Form for his/her records and submits a copy to Accounts Payable for pending payment documentation. If a procurement card is used, the procurement card guidelines are followed (see cardholder agreement).
5. Once goods and or services are received or completed, Purchase Requestor submits the original approved Purchase Request Form, with certification signature that the goods/services were received and attaches any supporting documentation to Accounts Payable for payment processing.
6. Accounts Payable reviews final purchase request documentation and once complete, initiates payment.

## XI. PURCHASES \$50,000.00 OR MORE

### A. GENERAL INFORMATION

1. Purchase Request Form and Formal Purchase Orders are required for purchases of \$50,000 or more if not contractual or recurring in nature.
2. A purchase of \$50,000 or more must follow statutorily created competitive bidding and procurement requirements and must receive Council approval prior to the expenditure of funds; or be subject to an exemption to the competitive bidding requirements - including but not limited to State contract purchases.
3. The Mayor and City Council or his/her designee shall process all purchases of \$50,000.00 or more.
4. In the event of an emergency, the Mayor may expend funds in the amount of \$50,000 or more without Council approval, if the Mayor and staff agree in writing that the expenditure is an emergency affecting the safety and public welfare and that failure to expend the funds immediately would result in loss of life or property. The action shall be ratified by the City Council at the next Regular or Special Called Council Meeting.

### B. WORK FLOW SEQUENCE FOR PURCHASES \$50,000.00 OR MORE

1. The City of Dalworthington Gardens shall follow all applicable State and Federal Laws in purchasing goods and services \$50,000 or more.

**City Council  
Staff Agenda Report**

**Agenda Item: 7j.**

**Agenda Subject:** Discussion and possible action to authorize Oxley Williams Tharp Architects to solicit bids, on the City’s behalf, sealed bids for a general contractor for the construction of a new City Hall building.

<p><b>Meeting Date:</b>  July 18, 2019</p>	<p><b>Financial Considerations:</b> <b>Cost for OWT to solicit bids which is budgeted from bond funds and included in contractual costs for OWT</b></p> <p><b>Budgeted:</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><b>Strategic Vision Pillar:</b></p> <p><input type="checkbox"/> Financial Stability  <input checked="" type="checkbox"/> Appearance of City  <input checked="" type="checkbox"/> Operations Excellence  <input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade  <input type="checkbox"/> Building Positive Image  <input type="checkbox"/> Economic Development  <input type="checkbox"/> Educational Excellence</p>
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**Prior Council Action:** At the June 20 Council Meeting, Council approved a contract with Oxley William Tharp (OWT) for architectural design and construction services, subject to city attorney review and approval of final contract.

**Background Information:** Now that OWT has been retained for design and construction services (subject to final approval of contract), the next step is for Council to authorize Oxley Williams Tharp Architects to solicit bids, on the City’s behalf, sealed bids for a general contractor for the construction of a new City Hall building.

**Justification for Request:** Council’s approval is necessary for this next step.

**Recommended Action/Motion:** Motion to authorize Oxley Williams Tharp Architects to solicit bids, on the City’s behalf, sealed bids for a general contractor for the construction of a new City Hall building.

**Attachments:** None

**City Council  
Staff Agenda Report**

**Agenda Item: 7k.**

**Agenda Subject:** Discussion and possible action on an amendment to the Capitalization and Depreciation Policy.

<p><b>Meeting Date:</b>  July 18, 2019</p>	<p><b>Financial Considerations:</b>  <b>Budgeted:</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p><b>Strategic Vision Pillar:</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Financial Stability</li> <li><input type="checkbox"/> Appearance of City</li> <li><input checked="" type="checkbox"/> Operations Excellence</li> <li><input type="checkbox"/> Infrastructure Improvements/Upgrade</li> <li><input type="checkbox"/> Building Positive Image</li> <li><input type="checkbox"/> Economic Development</li> <li><input type="checkbox"/> Educational Excellence</li> </ul>
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**Prior Council Action:** Council approved the original *Capitalization & Depreciation Policy* on May 17, 2018.

**Background Information:** While drafting the *Comprehensive Financial Policy*, Council made the decision to change the criteria of capitalized fixed assets from only allowing individual items to the ability to aggregate like items. Only items 1 and 2 have been changed.

Original Wording

The City of Dalworthington Gardens will regard fixed assets as capitalized when all of the following criteria are met:

- (1) Assets purchased, built, or leased have useful lives of two (2) years or more.
- (2) The cost of the asset (including installation) is \$5,000.00 or more. Aggregation of like items is discouraged unless the effect of not allowing grouping of similar items (e.g., desks and tables), would be to eliminate a significant portion of total capital assets (e.g., books of a library district).

New Wording

The City of Dalworthington Gardens will regard fixed assets as capitalized when all of the following criteria are met:

- (1) Tangible capital items should be capitalized only if they have an estimated useful life of two (2) years or more following the date of acquisition or significantly extend the useful life of the existing asset and cannot be consumed, unduly altered, or materially reduced in value immediately by use and have a cost of not less than \$5,000 for any individual item or group of items (i.e.: desks, chairs, etc.).
- (2) The capitalization threshold of \$5,000 will be applied to individual items or to a group of similar items (i.e.: desks, chairs, etc.).

**Justification for Request:**

**Recommended Action/Motion:** Motion to approve changes to the City’s *Capitalization & Depreciation Policy*.

**Attachments:** *Original Capitalization & Depreciation Policy*  
*Updated Capitalization & Depreciation Policy*

**RESOLUTION NO. 2019-24**

**A RESOLUTION OF THE DALWORTHINGTON GARDENS CITY COUNCIL APPROVING AMENDMENTS TO THE CAPITALIZATION AND DEPRECIATION POLICY**

**WHEREAS**, the Council desires to make revisions to the Capitalization and Depreciation Policy so the language coincides with the updates to the Purchasing Policy Manual.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, THAT:**

**Section 1.** The amendments to the Capitalization and Depreciation Policy are hereby adopted and the final Policy is attached hereto as Exhibit A.

**PASSED AND APPROVED** on this July 18, 2019.

**CITY OF DALWORTHINGTON GARDENS:**

\_\_\_\_\_  
Laura Bianco, Mayor

**ATTEST:**

\_\_\_\_\_  
Lola Hazel, City Secretary

# CITY OF DALWORTHINGTON GARDENS CAPITALIZATION AND DEPRECIATION POLICY

The City of Dalworthington Gardens will regard fixed assets as capitalized when all of the following criteria are met:

- (1) Assets purchased, built, or leased have useful lives of two (2) years or more.
- (2) The cost of the asset (including installation) is \$5,000.00 or more. Aggregation of like items is discouraged unless the effect of not allowing grouping of similar items (e.g., desks and tables), would be to eliminate a significant portion of total capital assets (e.g., books of a library district).
- (3) The cost of repairing or renovating the asset is \$5,000.00 or more and prolongs the life of the asset for more than one (1) year.
- (4) Leased Equipment should be capitalized if the lease agreement meets any one of the following criteria:
  - The lease transfers ownership of the property to the lessee by the end of the lease term.
  - The lease contains a bargain purchase option.
  - The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
  - The present value of the minimum lease payments at the inception of the lease, excluding lease execution costs, equals at least 90 percent of the fair value of the leased property.
  - Leases that do not meet any of the above requirements should be recorded as an operating lease and reported in the notes of the financial statements.

The City of Dalworthington Gardens will regard the purchase of software programs as fixed assets subject to the above capitalization policy, and will amortize over an estimated useful life of three (3) years. Costs associated with software maintenance and customer support are considered expenditures and will not be capitalized.

Capital assets are recorded at cost and include ancillary charges necessary to place the asset into its intended location and condition for use. Ancillary charges include costs directly attributable to asset acquisition, such as freight and transportation charges, site preparation and professional fees.

Donated capital assets should be recorded at their estimated fair market value.

## OTHER CONSIDERATIONS

- (1) REPAIR is an expenditure that keeps the property in ordinary efficient operating condition. If the cost of the repair does not add more than \$5,000 in value or does not prolong the life of the asset for more than one (1) year, then it is not considered a capital expenditure.
- (2) IMPROVEMENTS are expenditures for additions, alterations, and renovations that appreciably prolong the life of the asset as well as materially increase its value or adapt it to a different use. Improvements of this nature are capitalized.

### Examples of Repairs vs. Improvements

<u>Repairs = Expenditures</u>	<u>Improvements = Capitalized Assets</u>
All items-life is less than one year	All items-life is more than one year
All items-cost is under \$5,000.00	All items-cost is \$5,000.00 or more
Property/Structure maintenance	Property/Structure rebuilding or renovation

Replacement of machine parts to keep machine in normal operating condition	Replacement of motor and parts that prolong the useful life of the machine
Replacement of small sections of wiring, pipes, or light fixtures	Major replacement of wiring, pipes, sewer, or lighting
Patching walls, minor repair of floors	Installation of floor, wall, roof, wall-covering, etc.
Minor repair of streets and roads	Major repair of streets and roads
Cleaning drapery, carpet, furniture	New drapery, carpets, furniture
Software maintenance and customer support	Software programs

## DEPRECIATION METHOD

Depreciation begins when the asset is put into service. Idle assets pulled out of service continue to be depreciated unless the asset is being held for sale. Assets disposed of are depreciated through the disposition date.

The City of Dalworthington Gardens Fixed Assets will be depreciated on the straight-line basis over their estimated useful lives as outlined below:

Buildings	25 - 50 years	Machinery & Equipment	3 - 25 years
Building Improvements	15 - 30 years	Vehicles	3 - 5 years
Water and Sewer Lines	10 - 75 years	Office Equipment	3 - 5 years
Land Improvements	10 - 60 years	Computer Equipment	3 - 5 years
Infrastructure	10 - 50 years	Intangibles	2 - 40 years
Streets/Roads	10 - 30 years		

## DEPRECIATION CONVENTION

To avoid the complications of depreciating each asset from the specific date on which it was placed in service, the City will adopt the full-month convention where depreciation is taken from the first day of the month in which the asset is placed in service regardless of the actual day of the month it was placed in service. If the asset is disposed of before the end of the estimated useful life, no depreciation is allowed for the month of disposition.

## RESPONSIBILITY

The responsibility for the custody, use, control, and care of City property lies with each City department. The department director should ensure that the department maintains adequate internal control procedures. These internal control procedures must comply with City ordinances, policies, rules, and requirements. It is each City employee's responsibility to use property only for City purposes and to exercise reasonable care for its safekeeping.

Additions, disposals, and transfer of capital assets will be recorded in accordance with GAAP (Generally Accepted Accounting Principles). The finance director will audit assets on an annual basis, with the assistance of the department in possession of the capital assets.

# CITY OF DALWORTHINGTON GARDENS CAPITALIZATION AND DEPRECIATION POLICY

The City of Dalworthington Gardens will regard fixed assets as capitalized when all of the following criteria are met:

- (1) Tangible capital items should be capitalized only if they have an estimated useful life of two (2) years or more following the date of acquisition or significantly extend the useful life of the existing asset and cannot be consumed, unduly altered, or materially reduced in value immediately by use and have a cost of not less than \$5,000 for any individual item or group of items (i.e.: desks, chairs, etc.).
- (2) The capitalization threshold of \$5,000 will be applied to individual items or to a group of similar items (i.e.: desks, chairs, etc.).
- (3) The cost of repairing or renovating the asset is \$5,000.00 or more and prolongs the life of the asset for more than one (1) year.
- (4) Leased Equipment should be capitalized if the lease agreement meets any one of the following criteria:
  - The lease transfers ownership of the property to the lessee by the end of the lease term.
  - The lease contains a bargain purchase option.
  - The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
  - The present value of the minimum lease payments at the inception of the lease, excluding lease execution costs, equals at least 90 percent of the fair value of the leased property.
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The City of Dalworthington Gardens will regard the purchase of software programs as fixed assets subject to the above capitalization policy, and will amortize over an estimated useful life of three (3) years. Costs associated with software maintenance and customer support are considered expenditures and will not be capitalized.

Capital assets are recorded at cost and include ancillary charges necessary to place the asset into its intended location and condition for use. Ancillary charges include costs directly attributable to asset acquisition, such as freight and transportation charges, site preparation and professional fees.

Donated capital assets should be recorded at their estimated fair market value.

## OTHER CONSIDERATIONS

- (1) REPAIR is an expenditure that keeps the property in ordinary efficient operating condition. If the cost of the repair does not add more than \$5,000 in value or does not prolong the life of the asset for more than one (1) year, then it is not considered a capital expenditure.
- (2) IMPROVEMENTS are expenditures for additions, alterations, and renovations that appreciably prolong the life of the asset as well as materially increase its value or adapt it to a different use. Improvements of this nature are capitalized.

### Examples of Repairs vs. Improvements

<u>Repairs = Expenditures</u>	<u>Improvements = Capitalized Assets</u>
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Property/Structure maintenance	Property/Structure rebuilding or renovation
Replacement of machine parts to keep machine in normal operating condition	Replacement of motor and parts that prolong the useful life of the machine
Replacement of small sections of wiring, pipes, or light fixtures	Major replacement of wiring, pipes, sewer, or lighting
Patching walls, minor repair of floors	Installation of floor, wall, roof, wall-covering, etc.
Minor repair of streets and roads	Major repair of streets and roads
Cleaning drapery, carpet, furniture	New drapery, carpets, furniture
Software maintenance and customer support	Software programs

## DEPRECIATION METHOD

Depreciation begins when the asset is put into service. Idle assets pulled out of service continue to be depreciated unless the asset is being held for sale. Assets disposed of are depreciated through the disposition date.

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To avoid the complications of depreciating each asset from the specific date on which it was placed in service, the City will adopt the full-month convention where depreciation is taken from the first day of the month in which the asset is placed in service regardless of the actual day of the month it was placed in service. If the asset is disposed of before the end of the estimated useful life, no depreciation is allowed for the month of disposition.

## RESPONSIBILITY

The responsibility for the custody, use, control, and care of City property lies with each City department. The department director should ensure that the department maintains adequate internal control procedures. These internal control procedures must comply with City ordinances, policies, rules, and requirements. It is each City employee's responsibility to use property only for City purposes and to exercise reasonable care for its safekeeping.

Additions, disposals, and transfer of capital assets will be recorded in accordance with GAAP (Generally Accepted Accounting Principles). The finance director will audit assets on an annual basis, with the assistance of the department in possession of the capital assets.



**City Council  
Staff Agenda Report**

**Agenda Item: 7I.**

**Agenda Subject:** Discussion and possible action to hire Planning Concepts for an amount not to exceed \$2,500 to submit an application, on behalf of the City, for the Texas Parks and Wildlife Small Community Grant which is due October 1.

<p><b>Meeting Date:</b>  July 18, 2019</p>	<p><b>Financial Considerations:</b> \$2,500</p> <p><b>Budgeted:</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><b>Strategic Vision Pillar:</b></p> <p><input type="checkbox"/> Financial Stability  <input checked="" type="checkbox"/> Appearance of City  <input checked="" type="checkbox"/> Operations Excellence  <input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade  <input type="checkbox"/> Building Positive Image  <input type="checkbox"/> Economic Development  <input type="checkbox"/> Educational Excellence</p>
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**Prior Council Action:**

**Background Information:** The Park Board would like the city to pursue the Texas Parks and Wildlife Small Community Grant of which application is due October 1. The Park Board has recommended hiring Planning Concepts to submit the application on behalf of the city. The Park Board has requested quotes for equipment to include in the grant proposal, but that amount would be budgeted in next fiscal year and discussed and approved at a later date. The grant writer, Planning Concepts, would be paid out of this budget year since the application is due October 1.

**Justification for Request:** This item is not specifically budget and must be approved by Council in accordance with the city’s Purchasing Policy

**Recommended Action/Motion:** Motion to approve hiring Planning Concepts for an amount not to exceed \$2,500 to submit an application, on behalf of the City, for the Texas Parks and Wildlife Small Community Grant which is due October 1.

**Attachments: Grant Information**

## About

The Local Park Grant Program consists of 5 individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

## Who We Fund

Eligible applicants include political subdivisions of the State of Texas legally responsible for providing public recreation services to their citizens. This includes cities, counties, river authorities, municipal utility districts, and other special districts. If you have questions regarding eligibility please contact the Local Park Grants Staff

## What We Fund

The Local Park Grant Program consists of 5 individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. Once funded, all grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

## When We Fund

Local Parks Grants are funded annually following the October 1st application deadline each year. Applications will be accepted through Recreation Grants Online. Paper applications will not be accepted. Complete applications are evaluated using the Priority Scoring System. Funding recommendations are presented to the Texas Parks and Wildlife Commission. The Texas Parks and Wildlife Commission makes all final decisions regarding awards of program funds.

## How We Are Funded

Funding for the Local Park Grant Program comes from a portion of the state sales tax on sporting goods through the Texas Recreation and Parks Account and the Texas Large County & Municipality Recreation & Parks Account. Additional funds come from off- shore gas royalties through the federal Land and Water Conservation Fund.



July 11, 2019

Ms. Jeannine Calhoon  
DWG Park Board  
City of Dalworthington Gardens, TX

RE: Proposal for Parks and Wildlife Grant

Dear Ms. Calhoon:

We are excited to present you with this proposal to provide the City of Dalworthington Gardens with assistance for a Parks and Wildlife Small Communities Grant application.

*TPWD Small Communities Grant*

**\$ 2,500.00**

*This is a 50/50 matching grant for projects up to \$150,000.00. The city will be responsible for up to \$75,000.00 which can come from cash, donations, in kind contributions, etc. This grant does NOT require a parks master plan; however, we will have to have a documented public input process when we determine exactly what recreational elements will be included. Success of this grant is typically hinged on public support and having some donations.*

The City will only be billed for the actual work done on the projects selected. Direct costs and mileage will be billed in accordance with the attached rate sheet. Planning Concepts will utilize the existing park master plan for the base maps and will amend as necessary for the grant elements selected by the City.

Although Planning Concepts will have the responsibility of preparing a first-class grant application, we will need your assistance on several items. Your responsibilities include providing letters of commitment from any donors to the project or governmental agencies, holding a public hearing, and passing a resolution to file the application. We will provide you with the necessary draft letters and the resolutions.

The Texas Recreation and Parks Grant Programs are highly competitive. We feel that the projects discussed are solid projects and should score well. We will do everything we can to produce the best applications possible, **but there are no guarantees of funding.**

Once you have had a chance to review the proposal, please let us know if you have any questions or comments. Once approved, we will put together a timeline with dates for submittal items needed from the City. We look forward to working with you on this grant opportunity.

Sincerely,



Mark Priestner  
Principal

Approved by: \_\_\_\_\_  
Name Date



**Hourly Rates**  
**Effective March 1, 2015**

Principal	\$ 125.00 / hour
Chief Planner	\$ 95.00 / hour
Services for Litigation	\$ 250.00 / hour
Mileage	\$ .54 per mile
Reproduction and all other direct expenses & contracted services	Cost plus 10%