



Amended Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber

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

Tuesday, January 17, 2023

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

7:00 P.M. - Regular Session

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

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

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

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and broadcast by website and social media channels at 6:00 p.m. on Tuesday, January 17, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, January 17, 2023.
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, January 17, 2023
- First Name, Last Name, and Address

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

Page

1 WORK SESSION / BRIEFING

In-person comments will be heard during the Regular Session.

A DISCUSS AGENDA ITEMS

2 BRIEFINGS / PRESENTATIONS

- | | | |
|---|---|---------|
| A | Council Calendars Review
2023 City Council Calendar | 5 - 8 |
| B | Discuss the Cedar Ridge Road Corridor Study results and recommendations.
Cedar Ridge Road Corridor Study Results & Recommendations | 9 - 10 |
| C | Ladd Property Update to City Council
Briefing Item - Ladd Property Update to City Council | 11 - 13 |

3 EXECUTIVE SESSION

City Council shall convene into closed executive session to consult with the City Attorney and Chief of Police pursuant to Section 551.071 and Section 551.089 of the Texas Gov't Code to deliberate security assessments, deployments and implementation of security device concerning Duncanville Fieldhouse; and, to discuss and deliberate legal liability issues regarding such facility.

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

CALL TO ORDER

INVOCATION - Dr. Brance Barker, First Baptist Church Duncanville

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

REPORTS

The Mayor's Report, The Councilmembers' Reports, and The City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

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

PROCLAMATIONS AND PRESENTATIONS

Dr. Martin Luther King, Jr. Holiday proclaimed Day of Service in Duncanville
Black History Month

CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council

from deliberating any issues not on the public agenda and such non-agenda

issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law”

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, 17 Jan 2023
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – 17 Jan 2023
- First and Last Name; and address

4. CONSENT AGENDA

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

- | | | |
|----|---|---------|
| A. | Consider approval of draft City Council Meeting Minutes for the Special City Council Meeting of December 15, 2022 and the Regular City Council Meeting of December 20, 2022.
Draft Meeting Minutes Approval | 14 - 22 |
| B. | Consider a Resolution approving the terms and conditions of Professional Engineering Services Agreement 23-0008 for Phase 2 Engineering Design and Construction Administration Services for the Cherry Street and Center Street Alley, from Forest Lane to Alexander Avenue, Alley Reconstruction Project with IEA, Inc. in the proposed amount of \$94,581.50.
Phase 2 Design and Construction Administration Services for the Cherry Street and Center Street Alley Reconstruction Project | 23 - 55 |
| C. | Consider an Ordinance providing for the appointment and contracts for a Presiding Municipal Court Judge and Associate Municipal Court Judges for the Municipal Court of Duncanville and authorizing the Mayor to sign said contracts.
Municipal Court Judges | 56 - 71 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

6. STAFF AND BOARD REPORTS

- | | | |
|----|---|---------|
| A. | Receive the Fiscal Year 21-22 Fourth Quarter Investment Report as of September 30, 2022.
FY22 Q4 Quarterly Investment Report | 72 - 82 |
|----|---|---------|

7. ADJOURNMENT

I, the undersigned authority, do hereby certify that this **Amended** Notice of Meeting **Agenda** was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website <https://www.duncanvilletx.gov/> and said Notice was posted by the following date and time: **Thursday, January 12, 2023 by 7:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Janie Willman, City Secretary

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

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

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

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

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

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



STAFF REPORT

MEETING: City Council - 17 Jan 2023

TITLE:

2023 City Council Calendar

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Janie Willman, City Secretary

Ke'Ryne Smith, City Management Fellow

BACKGROUND/HISTORY:

The City Council normally receives an annual calendar to inform its schedule of events, conferences, and City Council Meetings.

POLICY EXPLANATION:

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

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[2023 City Council Calendar](#)

[2023 City Council Special Events Calendar Log](#)

2023

IMPORTANT DATES

JANUARY

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

FEBRUARY

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

JANUARY 18

First Filing Date for Election Ballot

JANUARY 19

Celebrate Duncanville Event

FEBRUARY 17

Last Legal Filing Date for Election Ballot

MARCH 26 - 28

National League of Cities Congressional City Conference (NLC)

APRIL 24

First Day of Early Voting

MAY 2

Last Day of Early Voting

MAY 6

Election Day

MAY 21 - 23

International Council of Shopping Centers Conference (ICSC)

JULY 4

Requires Further Action: Determine a New Council Meeting Date

AUGUST 1

Submission of New Proposed Budget to Council

SEPTEMBER 30

End of Fiscal Year (FY23)

OCTOBER 1

Start of new Fiscal Year (FY24)

OCTOBER 4 - 6

Texas Municipal League Annual Conference and Exhibition (TML)

**** ALL DATES ARE SUBJECT TO CHANGE ****

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

Color Key:
City Holidays
Election Day
Coffee with the Mayor
City Council Meetings
Conferences
Symbol Key:
*Important Event/Occurrence



CITY COUNCIL: 2023 SPECIAL EVENTS CALENDAR

JANUARY

FEBRUARY

Daddy Daughter – Saturday, February 18, 2023

Time: 6 p.m. to 9 p.m.

MARCH

Princess Tea Party – Saturday, March 25, 2023

Time: 11 a.m. to 1 p.m.

APRIL

Easter Eggstravaganza – Saturday, April 08, 2023

Time: 11 a.m. to 1 p.m.

Movies In Park – Saturday, April 15, 2023

Time: 8:00 p.m.

Note: Movie we have selected will be sent to Bart

Concert in The Park – Saturday, April 29, 2023

Time: 7 p.m. to 10 p.m.

Note: Entertainer name will be sent to Bart

MAY

National Prayer – Thursday, May 4, 2023

Time: 10 a.m. to 1 p.m.

Note: Will be located in Recreation Center Gym

Movies in The Park – Saturday, May 13, 2023

Time: 8:30 p.m.

Note: Movie we have selected will be sent to Bart

Concerts in The Park – Saturday, May 20, 2023

Time: 7 p.m. to 10 p.m.

Note: Entertainer name will be sent to Bart

Concerts in The Park – Saturday, May 20, 2023

Time: 7 p.m. to 10 p.m.

Note: Entertainer name will be sent to Bart

Memorial Ceremony Veterans – Monday, May 29, 2023

Time: 10 a.m.

JUNE

Juneteenth – Saturday, June 17, 2023

Time: 5 p.m. to 10 p.m.

Note: Could end earlier depending on what the City Manager wants.

JULY

Independence Day Celebration – Saturday, July 4, 2023

Time: 6 p.m.

Note: Entertainer name will be sent to Bart

AUGUST

SEPTEMBER

Movies in The Park – Saturday, September 2, 2023

Time: 8 p.m.

Note: Movie we have selected will be sent to Bart

Concerts in The Park: Hispanic Heritage Month Celebration | Saturday, September 23, 2023 Time: 11 a.m. to 10 p.m.

Note: This is an all day event & Entertainer name will be sent to Bart

OCTOBER

NOVEMBER

DECEMBER



STAFF REPORT

MEETING: City Council - 17 Jan 2023

TITLE:

Discuss the Cedar Ridge Road Corridor Study results and recommendations.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

On November 6, 2018, residents voted to support the City's issuance of \$20,735,000.00 in general obligation bonds, which the City Council later approved on February 5, 2019.

Under Proposition B, \$2,000,000.00 in bond funds were allocated for the design and construction of improvements along a segment of Cedar Ridge Dr. Additional funds are available in the Utility Fund to cover the design and construction of improvements to the underlying water and wastewater

infrastructure. The water and wastewater mains were installed in the 1960s and need to be replaced.

On June 1, 2021, Dunaway Associates was awarded the design of this project in the amount of \$417,035.00. Also, on June 1, 2021, City Council approved Resolution 2021-039, requesting the City Manager provide design alternatives along the Cedar Ridge Road Corridor before starting the Cedar Ridge Road Reconstruction Design. Notice to proceed on the Corridor Study was issued on October 7, 2020.

POLICY EXPLANATION:

On November 1, 2022, Dunaway Associates presented their study findings to Council. Council provided feedback, and staff has invited Dunaway Associates back to present additional project data and provide their final recommendations.

FUNDING SOURCE:**ORG and Object Number**

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

NA



STAFF REPORT

MEETING: City Council - 17 Jan 2023

TITLE:

Briefing Item - Ladd Property Update to City Council

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.
- **Promote: Innovative Ideas for Development and Re-development**
 - Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.
- **Re-Imagine: High Quality of Life**
 - Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.

STAFF RESPONSIBLE:

Agustin Garcia, Managing Director of Development Services
Jeremy Tennant, Director of Planning and Neighborhood Services
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:

On December 20, 2022, the Planning staff provided the City Council with a draft timeline of the steps necessary to enact a zoning change and comprehensive plan amendment for the Ladd Property. The City Council requested monthly updates on the process.

Step 1 Conduct public meetings and meet with Municipal
Boards and Commissions

January and February 2023

Step 2	Process public input pertaining to Opportunity Area 8 and implement strategy reflected in Five-year Comprehensive Plan Update	End of March/Beginning of April 2023
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Step 3	Initiate zoning change request and text amendment	End of March/Beginning of April 2023
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Step 4	An application for a zoning change and a text amendment will be filed with city staff, per the direction of the City Manager	End of March/Beginning of April 2023
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Step 5	City staff will prepare a case report, send notification to property owners within 200 ft. of the subject property, notice by newspaper, and place the zoning change request on the next Planning and Zoning Commission regular meeting and define land use category for the zoning text amendment	End of April/Beginning of May 2023
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Step 6	The Planning and Zoning Commission will consider the zoning change request and text amendment, and make a recommendation to City Council	June 2023
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Step 7	City Council will consider the zoning change request and text amendment	July 2023
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POLICY EXPLANATION:

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

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Provide feedback on the timeline and process.
2. Make recommendations on changes to the timeline and process.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 17 Jan 2023

TITLE:

Consider approval of draft City Council Meeting Minutes for the Special City Council Meeting of December 15, 2022 and the Regular City Council Meeting of December 20, 2022.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Janie Willman, City Secretary

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

ORG and Object Number

N A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[2022-12-15 CCO Meeting Minutes - Draft](#)

[2022-12-20 CCO Meeting Minutes - Draft](#)

Duncanville City Council Meeting Minutes
Special City Council Meeting
Thursday, December 15, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, December 15, 2022, at 1:08 p.m. in the City Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ABSENT: Mayor Pro Tem Joe Veracruz
Councilmember At Large Patrick Harvey

2. RECEIVE PUBLIC COMMENTS

The City Secretary noted that no public comments were received.

3. EXECUTIVE SESSION

Mayor Gordon opened the Executive Session with the following statement: City Council shall convene into closed executive session pursuant to Section 551.076(1) and 551.089(3) regarding the deployment, specific occasions for implementation of security personnel and/or security devices. It was noted that the Council may travel to two separate training locations and that Council may be separated into groups with Police personnel.

The City Council recessed for a meal break and travel between 3:52 p.m. and 5:35 p.m. The City Council traveled to a second venue during this recess. At the second venue, Mayor Gordon reconvened Executive Session at 5:35 p.m. Only Mayor Gordon and Councilmember Koontz were present. In the absence of a quorum, Mayor Gordon closed Executive Session at 5:35 p.m. Mayor Gordon announced no actions were to be taken as a result of Executive Session.

ADJOURNMENT

Mayor Gordon adjourned the meeting at 5:35 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

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

Duncanville City Council Meeting Minutes
Regular City Council Meeting
Tuesday, December 20, 2022

CALL TO ORDER

A special work session preceding the regular meeting of the Duncanville City Council was called to order on Tuesday, December 20, 2022, at 5:30 p.m. in the City Council Briefing Room and City Council Chambers at City Hall with a quorum to wit:

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

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

COUNCIL ARRIVAL AT: Councilmember Patrick Harvey arrived at 6:48 p.m.

COUNCIL ABSENT: Councilmember Don McBurnett

SPECIAL WORK SESSION:

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

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

The City Council was informed that there are other applicants to be interviewed for the vacant positions on the City's boards.

EXECUTIVE SESSION

The Executive Session, pursuant to the Texas Government Code Section 551.074, Personnel, to discuss appointments and / or duties to the Planning & Zoning Commission and the Duncanville Community & Economic Development Corporation Board was not conducted.

WORK SESSION / BRIEFING

The Work Session / Briefing was called to order at 6:44 p.m.

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

The City Council went back into Work Session / Briefing at 7:42 p.m. with the City Council Meeting still in recess.

2. BRIEFINGS / PRESENTATIONS

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

Jeremy Tennant, Director of Planning & Neighborhood Services, introduced this agenda matter. Mr. Tennant presented a detailed timeline relating to the required sequence of actions to be taken including public events to be scheduled and including public notices via publication and notices to property owners within 200 feet as may be required by statutory requirements.

Councilmember At Large Harvey asked the City Manager to keep the City Council apprised of the progress through the entire process as it occurs.

City Attorney Hager explained the need to work through each of the processes separately but on a parallel track, some of which may be done concurrently. He spoke to the notice requirements, the pacing, and the sequencing of meetings. He also noted that there deed restrictions on the Ladd Property to be considered.

City Manager Ferrell-Benavides indicated that staff would do whatever it takes to get the work done.

Step 1	Conduct public meetings and meet with Municipal Boards and Commissions	January and February 2023
Step 2	Process public input pertaining to Opportunity Area 8 and implement strategy reflected in Five-year Comprehensive Plan Update	End of March/Beginning of April 2023
Step 3	Initiate zoning change request and text amendment	End of March/Beginning of April 2023
Step 4	An application for a zoning change and a text amendment will be filed with city staff, per the direction of the City Manager	End of March/Beginning of April 2023
Step 5	City staff will prepare a case report, send notification to property owners within 200 ft. of the subject property, notice by newspaper, and place the zoning change request on the next Planning and Zoning Commission regular meeting and define land use category for the zoning text amendment	End of April/Beginning of May 2023
Step 6	The Planning and Zoning Commission will consider the zoning change request and text amendment, and make a recommendation to City Council	June 2023
Step 7	City Council will consider the zoning change request and text amendment	July 2023

The Mayor noted that the City Manager and staff would seek to combine meetings, work things, and make joint meetings as much as possible that can be done to move the work forward on a legal and an accelerated pace.

Councilmember Koontz asked for a consensus of the City Council to combine steps to get the ordinance returned for the City Council's consideration.

City Manager Ferrell-Benavides committed to have an update on the progress and process by Mr. Tennant at the second meeting of each month. She noted the staff will bring back specific dates for activity so that everyone is aware of what is happening. Notice will be sent out to all of the boards so they are informed when combined meetings can occur. She noted the staff will commit to eliminating any steps not legally required.

A. Briefing presentation on a proposed revision to the City's overtime policy.

Interim Director of Human Resources, Jennifer Otey, presented this agenda item briefing. It was noted that the change to the City's policy occurred in 2008 at the time of the last U.S. economic downturn. The then City Manager authorized the proposed revision to the City's overtime policy. City Manager Ferrell-Benavides requested this briefing to ensure the City Council was brought current on the most recent internal policy updates.

C. Emerging Leaders Presentation on City Beautification.

Jeremy Tennant, Director of Planning & Neighborhood Services, and Danny Johnson, Parks and Recreation Superintendent, presented this agenda item briefing on behalf of the other Emerging Leaders participants; Assistant Chief of Police Christopher Freis, Animal Control Officer Chad Chamberlain, Economic Development Manager Clay Mansell, Administrative Assistant, Solid Waste-Public Works Leshonda Vaughn, and Parks and Recreation Crew Leader Jonathan DeLeon. Mr. Tennant

and Mr. Johnson provided background information on the goals to establish a program that will inspire and engage stakeholders in the community to actively participate in ongoing beautification efforts. This is to enhance the visual appeal, brand, and perception of the City of Duncanville.

D. 2023 City Council Calendar.

Janie Willman, City Secretary, introduced this agenda item briefing. Ms. Willman presented a preliminary calendar to City Council for their consideration. The City Manager and City Secretary noted that additional content would be provided. City Council Members were asked to submit their respective availability to the City Secretary for purposes of planning and updating the calendar.

The Work Session / Briefing recessed at 7:05 p.m.

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

CALL TO ORDER

The Mayor called the Regular Meeting to order at 7:05 p.m. with all City Councilmembers in attendance except Councilmember Don McBurnett.

INVOCATION. The invocation was delivered by Reverend Ginger Hertenstein of the First Presbyterian Church of Duncanville.

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

1. REPORTS

- A. Mayor's Report. Mayor Gordon requested the Council to permit him to exceed three (3) minutes for the Mayor's Report. Per the Rules of Procedure, Motion by Councilmember Contreras and second by Councilmember Koontz to extend the three-minute time limit for the Mayor's Report. The motion carried by a vote of 6 to 0. Councilmember McBurnett was absent.

Mayor Gordon introduced Duncanville High School Football Coach Reginald Samples and five members of the Duncanville High School Football Team who won their State Championship Game on Saturday, December 17, 2022.

Following the presentation of a proclamation and a Key to the City, to Coach Reginald Samples, the five members who were introduced individually of the Football Team who played in the Championship Game were Jabreohn Peters, Vernon Grant, and Noah Ponce, all seniors. Also introduced were Caden Durham and Colin Simmons, both juniors. Coach Samples noted their academic, athletic, and leadership excellence. Mayor Gordon recognized Duncanville ISD Trustees Jackie Culton, Cassandra Phillips, and Janet Veracruz. Mayor Gordon introduced Ms. Kenya Landers, Interim Athletic Director for Duncanville Independent School District, as well as Ms. Connie Williams, Chief Special Initiatives and Collaborative Communities.

Mayor Gordon announced the Duncanville ISD and the City have collaborated on a Victory Parade scheduled for Friday, January 13, at 7 p.m. Following a presentation to the City Council of championship medals, the City Council recessed at 7:23 p.m. for a short reception honoring Coach Samples, the Championship team, and their collective achievement.

The City Council went back into the Work Session / Briefing at 7:42 p.m.

- B. Councilmembers' Reports. There were no City Councilmembers' Reports.
- C. City Manager's Report. City Manager Ferrell-Benavides stated the City Hall would be closed on Thursday, December 22, at 12 Noon to allow the Staff to participate in a luncheon including an Employee Recognition Program, and to leave at 2 p.m. due to the anticipated severe weather which might impact some employees' ability to return safely to their homes.

2. PROCLAMATIONS AND PRESENTATIONS

It was noted the one proclamation was presented during the Mayor's Report.

3. **CITIZENS' INPUT**

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

There were no electronic mail comments received.

Citizens Public Comment Period.

The following individuals addressed the City Council.

Lindsay Rodgers, 907 Green Rock Drive, Duncanville, regarding Agenda Item 5.D. Resolution Approving an Incentive Grant by the DCEDC.

Betty Taylor, 422 Oleander, Duncanville, regarding the Ladd Property.

4. **CONSENT AGENDA.** The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration. The Mayor announced the additional reading of the Consent Agenda Items, the City Manager having read the Consent Agenda Items during the Work Session / Briefing.

- A. Consider approval of draft City Council Meeting Minutes for the Regular Meeting of November 1, Special Called Meeting of November 7, Regular Meetings of November 15, and of December 6.
- B. Consider a Resolution authorizing the first one-year term renewal to Contract #20-097 with Exclusive Protection Services, LLC, to provide security services for the Duncanville Fieldhouse in an amount not to exceed \$75,000.00 annually.
- C. Consider a Resolution approving a Cooperative Purchasing Agreement with Kraftsman through BuyBoard Contract #679-22 for the purchase and installation of a splash pad and general site improvements to Armstrong Park in the expenditure amount of \$2,112,132.90.
- D. Consider a Resolution approving a Cooperative Purchasing Agreement with T.F. Harper and Associates, L.P. through BuyBoard Contract #581-19 for the purchase and installation of a playground in Armstrong Park in the expenditure amount of \$698,579.76.
- E. Consider a Resolution authorizing a contract renewal for food and beverage services with Ben E. Keith at the Duncanville Fieldhouse in an amount not to exceed \$125,000.00 annually.
- F. Consider a Resolution of the City Council of the City of Duncanville, Texas, awarding a contract through RFP 22-0032 for Janitorial and Portal Services at the Duncanville Fieldhouse to Global Building Maintenance Inc. located in Dallas, Texas, in the unit amounts bid with an estimated expenditure amount of \$228,621.60
- G. Consider a Resolution approving the fourth and final renewal of Contract 19-001 with Yunex, LLC, for traffic signal maintenance with an estimated expenditure amount of \$164,441.00.
- H. Consider Adopting an Ordinance of the City of Duncanville, Texas, Amending the Code of Ordinances by Amending Chapter 16A "Sign Guidelines", Article VIII "Rules for Specific Sign Types", Section 16A-35 "Political and Election Signs"
- I. Consider a Resolution authorizing the application and acceptance of a Dallas County Municipal First Responder Mental Health Program (FRMHP) grant for Duncanville First Responders, including fire and police personnel.

Motion by Councilmember Harvey to adopt the Consent Agenda and second by Councilmember Contreras. The vote was cast, 6 for, 0 against. The motion carried. Councilmember McBurnett was absent.

5. ITEMS FOR INDIVIDUAL CONSIDERATION.

- A. Resolution Appointing Members to City Boards, Committees, and Commissions.

Mayor Gordon announced that the City Council would not act on this agenda item this evening.

- B. Consider a Resolution authorizing the approval of a Chapter 380 incentive grant in the amount of \$34,248 by the City of Duncanville to Scooters TX Real Estate Fund 1, LLC and its duly authorized representative, for cost associated with the expansion of a Scooter's Coffee franchise located at 700 W. Camp Wisdom Road, Duncanville, Texas, 75116.

Economic Development Manager Clay Mansell introduced this agenda item and presented the background on the project.

Councilmember Koontz asked if there are any specific obligations for Scooter's Coffee franchise.

Mr. Mansell affirmed, the Scooters Coffee franchise have obligations to open and operate the franchise successfully. City Attorney Hager concurred with staff's response, noting that promises such as landscaping, signage, and other agreements must be abided by to receive the grant from City, or the franchisee will have to pay back the funds.

The City Council considered action.

Motion by Councilmember Harvey to approve the resolution authorizing the Chapter 380 incentive grant and second by Councilmember Cherry. The vote was cast, 5 for, 1 against. Councilmember Koontz voted in opposition. Councilmember McBurnett was absent. The motion carried.

- C. Consider a Resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to Fiesta Furniture Outlet, LLC, in the amount of \$80,000.00 for qualified expenditures for a building located at 642 E. Hwy. 67, Duncanville, TX 75137.

Economic Development Manager Clay Mansell introduced this agenda item.

Councilmember Contreras requested a list of all buildings in the City that will be impacted by the sprinkler policy to facilitate further conversation at a later date. City Manager Ferrell-Benavides informed the City Council that staff will be working across departments to construct further approaches.

The City Council considered action.

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

- D. Consider a Resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to D Squared Catering, LLC, in the amount of \$22,374.17 for qualified expenditures for a building located at 519 E. Hwy. 67, Duncanville, TX 75116.

Economic Development Manager Clay Mansell introduced this agenda item.

Lindsay Rodgers, 907 Green Rock Drive, Duncanville, thanked the City Council for their consideration of approving the incentive grant.

There were no City Council comments. The City Council considered action.

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

- E. Consider a motion to authorize expenditure of American Rescue Plan Act (ARPA) Emergency Business Assistance Program grants for Qualified Duncanville Small Businesses in an amount not to exceed \$160,000.

Economic Development Executive Assistant Jeremiah Brewer introduced this agenda item.

Mayor Gordon asked about the total number of applications received in Round One and Round Two submissions. Mr. Brewer responded there were 58 applications submitted with 41 receiving approval in Round One. There were 15 applications submitted with 13 receiving approval in Round Two.

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

- 6. **STAFF AND BOARD REPORTS**
 - A. RECEIVE THE DCEDC QUARTERLY REPORT.
Economic Development Manager Clay Mansell presented this agenda item.
 - B. RECEIVE THE MONTHLY FINANCIAL REPORT AS OF SEPTEMBER 30, 2022.
Managing Director of Fiscal Services Edena Atmore presented this agenda item.

ADJOURNMENT

Mayor Gordon adjourned the meeting at 10:08 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

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



STAFF REPORT

MEETING: City Council - 17 Jan 2023

TITLE:

Consider a Resolution approving the terms and conditions of Professional Engineering Services Agreement 23-0008 for Phase 2 Engineering Design and Construction Administration Services for the Cherry Street and Center Street Alley, from Forest Lane to Alexander Avenue, Alley Reconstruction Project with IEA, Inc. in the proposed amount of \$94,581.50.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

The proposed project consists of the design of approximately 1,300 linear feet of alley pavement reconstruction and drainage improvements in the alley between Cherry Street and Center Street, from Forest Lane to Alexander Avenue (Attachment 1). The alley, built in the 1970s and over 40 years old, is in poor condition and needs rehabilitation. The existing asphalt alley will be replaced with a concrete alley. In addition, drainage improvements will be designed in conjunction with the alley improvements. The engineering consultant, IEA Inc., will examine the existing alley pavement and drainage infrastructure in the specified area and prepare full designs and specifications reflecting the

recommended alley reconstruction and drainage improvements.

Engineering services to be provided under the Professional Engineering Services Agreement include preliminary and final alley and drainage design, field investigation, surveying, geotechnical investigation and base mapping, bid phase services to support the City’s contracting process, and construction phase services. The design should be complete in approximately nine months and will comply with the City’s construction standards and all regional, state, and federal requirements. The alley reconstruction and drainage improvements are scheduled for construction during Fiscal Year 2023.

POLICY EXPLANATION:

The City relies on consulting engineering firms for specialty design work. According to Texas statutes, engineering work is not bid, but engineering firms are selected based on qualifications. In January

2018, the Public Works Department solicited Statements of Qualifications (SOQs) from engineering firms to select five highly qualified engineering firms to provide engineering design work over the next five years. As a result of the City's process, the following five engineering firms were selected: Burgess & Niple, Dunaway Associates, RJN Group, Criado & Associates, and IEA, Inc.

IEA, Inc., was founded in 2007 and is a professional engineering firm headquartered in Dallas that provides diversified services, including civil and structural engineering, asset management, and project and construction management. They have extensive experience performing the type of work specified in the Contract.

By entering into this contract, the City is continuing its commitment to ensure the provision of adequate infrastructure to its citizens and to design and construct infrastructure improvements as needed.

FUNDING SOURCE:

ORG and Object Number

15050000-708102-DR333 and 25100000-708102-AL332

Available Budget

\$374,413.00

Purchase Amount

\$94,581.50

After Encumber

\$279,831.50

ACTION ALTERNATIVES:

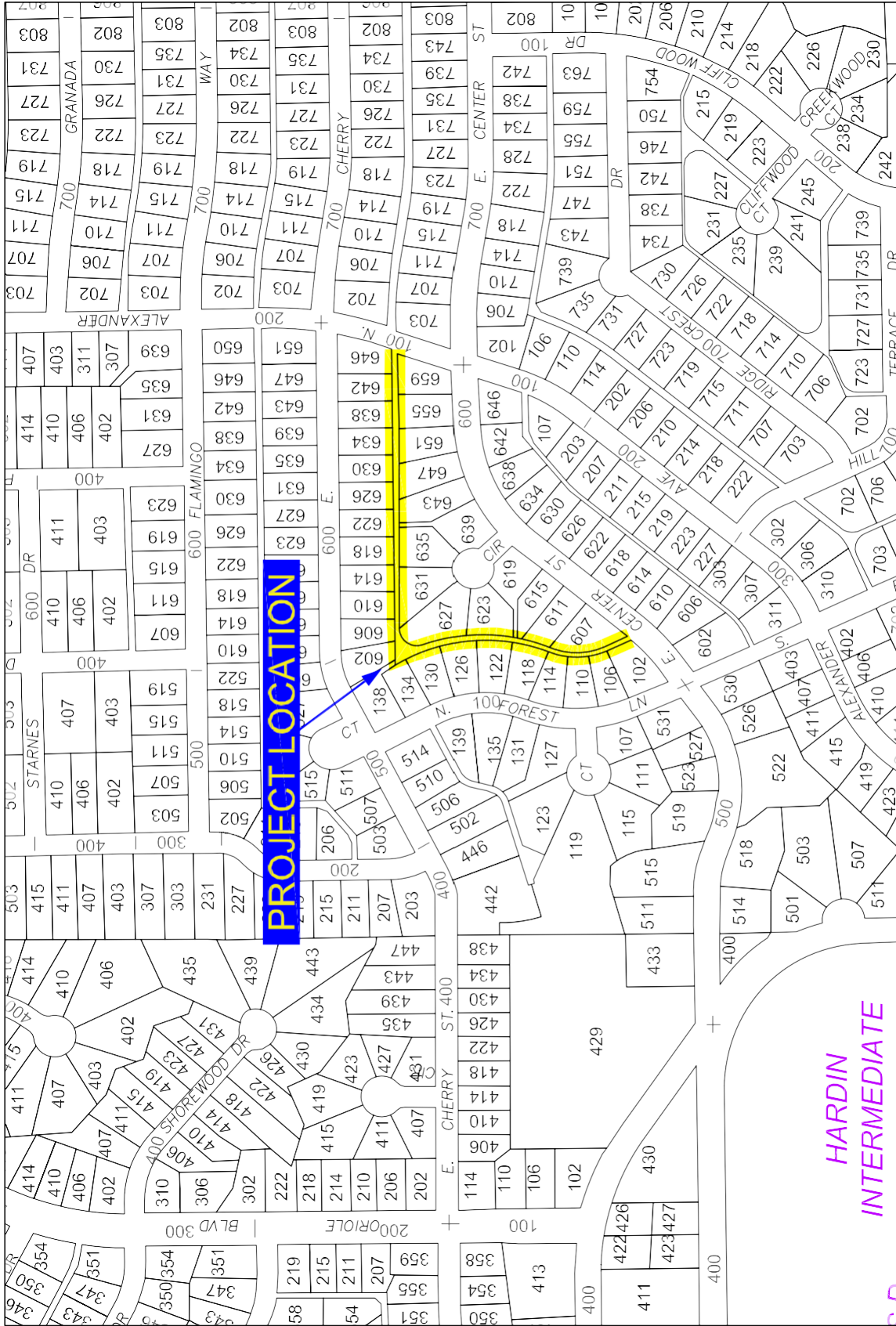
1. Approve the terms and conditions of Professional Engineering Services Agreement 23-0008 and approve funding in the amount of \$94,581.50 for Phase 2 Engineering Design and Construction Administration Services for the Chery Street and Center Street Alley, from Forest Lane to Alexander Avenue, Alley Reconstruction Project.
2. Do not approve of the agreement and funding.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Project Location Map](#)

[Resolution No. - 2022-115 - Phase 2 Design and Construction Administration Services for the Cherry Street and Center Street Alley Reconstruction Project](#)

Attachment 1



PROPOSED ALLEY - DRAINAGE RECONSTRUCTION
Between 600 Block E. Cherry Street &
E. Center Street



RESOLUTION NO. 2022-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT 23-0008 FOR PHASE 2 ENGINEERING DESIGN AND CONSTRUCTION

ADMINISTRATION SERVICES FOR THE CHERRY STREET AND CENTER STREET ALLEY, FROM FOREST LANE TO ALEXANDER

AVENUE, ALLEY RECONSTRUCTION PROJECT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," WITH IEA, INC., IN THE PROPOSED AMOUNT OF \$94,581.50; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the alley pavement between Cherry Street and Center Street, from Forest Lane to Alexander Avenue, has deteriorated beyond the point of repair and needs total reconstruction; and

WHEREAS, the City of Duncanville desires to enter into a contract for the phase 2 design of drainage improvements, and alley pavement reconstruction of the alley between Cherry Street and Center Street, from Forest Lane to Alexander Avenue; and

WHEREAS, the City of Duncanville has \$94,581.50 available in the Capital Improvement Program to fund drainage improvements and pavement reconstruction; and

WHEREAS, the City Council of the City of Duncanville desires to use these funds for alley improvements to benefit the citizens of Duncanville.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes, approves, and accepts the terms and conditions of Professional Services Agreement 23-0008 with IEA, Inc. for Phase 2 Engineering Design and Construction Administration Services for the Cherry Street and Center Street Alley, from Forest Lane to Alexander Avenue, Alley Reconstruction Project, attached hereto and incorporated herein as Exhibit "A," in the proposed amount of \$94,581.50.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of January, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
PSA 23-0008
PHASE 2 DESIGN AND CONSTRUCTION
ADMINISTRATION SERVICES**

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

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. CONTRACTOR Obligations

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

Section 4. Payment

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

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

The Total CONTRACTOR Fee shall be as specified in Exhibit "C," which shall not exceed **NINETY-FOUR THOUSAND FIVE HUNDRED EIGHTY-ONE AND FIFTY CENTS (\$94,581.50)**. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONTRACTOR under this Agreement as specified in the Scope of Services and shall also provide those services except for Exhibit "D" Geotech Proposal and Exhibit "E", Preliminary OPCC Phase 2, which are attached hereto and incorporated herein. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.
- C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time for Performance

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

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

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

Section 7. Documents

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

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

Section 8. Termination

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

Section 9. Insurance

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

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

Section 10. Indemnification For Injury and Performance

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

Section 11. Indemnification for Unemployment Compensation

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

Section 12. Indemnification for Performance

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

Section 13. Assignment

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

Section 14. Applicable Laws

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

Section 15. Default of CONTRACTOR

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

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

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

Section 19. Severability.

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

Section 20. Independent Contractor.

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

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

Section 21. Notice.

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

If to OWNER:	City of Duncanville Attn: Omotayo Sokale, Chief Procurement Officer 203 E Wheatland Rd Duncanville, TX 75116 (972)-780-5058 omotayo.sokale@duncanville.com
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If to CONTRACTOR:	IEA, Inc. Attn: Tom Morris 18383 Preston Road, Suite 500 Dallas, TX 75252 214-884-4253 tmorris@ieaworld.com
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Section 22. Counterparts.

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

Section 23. Exhibits.

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

Section 24. Survival of Obligations.

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

Section 25. Prohibition of Boycott of Israel.

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

Section 26. Business Prohibitions.

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

(Signature page to follow)

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

OWNER:
City of Duncanville, Texas

CONTRACTOR:
IEA, Inc.

By: _____

By: _____

Title: City Manager

Title: _____



Cherry St. - Center St. Alley Reconstruction – Phase 2

EXHIBIT A SCOPE OF WORK

A. GENERAL

Provide Engineering Services required for developing construction plans and specifications for alley reconstruction of Cherry St. - Center St. alley from Forest Lane to Cockrell Hill Road in the City of Duncanville. This includes, but is not limited to the following:

- Preliminary Investigation
- Geotechnical Investigation and Report
- Surveying and Base Mapping
- Design and Plan Preparation
- Preparation of Bid Documents

All design services shall be completed within 9-months of the notice to proceed.

B. PROJECT DESCRIPTION

Design and Survey for Cherry St. - Center St. alley.

Phase 2: from Forest Lane to Alexander Avenue in the City of Duncanville

C. GENERAL REQUIREMENTS

1. Provide all personnel, equipment, supplies, software, transportation, services, deliveries and incidentals, etc. necessary to accomplish the Scope of Work.
2. Develop a Project Task Schedule and provide monthly progress reports sufficient to support monthly billings. Monthly status reports will be consistent with billing period.
3. Attend meetings with the Project Manager and other City Staff for information transfer, gaining input, project status, site visits and product reviews. Conduct Executive Briefings as required.
4. The CONSULTANT shall maximize the use of existing City of Duncanville information, such as reports, surveys, and available operational data. The CONSULTANT shall confirm existing City of Duncanville information and data, as necessary.
5. The design and construction of the proposed projects shall be coordinated with the Project Manager, other City of Duncanville consultants and other City of Duncanville Construction Managers. Coordination shall include, but not be limited to, making allowances for other construction and maintenance activities within the City of Duncanville distribution and collection system, ongoing and proposed plans as identified by the City of Duncanville Public Works or other Departments within the City of Duncanville, including private development, and other construction or planning activities that may come up from time to time.
6. Designs shall be compatible with the final alignments, grades and known requirements of facilities occupying public Rights-of-Ways. If modifications to public Rights-of-Ways are deemed necessary, the CONSULTANT shall provide plans, specifications, field notes, etc., as may be required to obtain such Rights-of-Ways.
7. Assist the City of Duncanville at public meetings and hearings when requested to do so by the Project Manager.

Exhibit A Page 2 of 30

City of Duncanville: Cherry – Center Alley Paving and Drainage Improvements – Phase 2

Page 1 of 6



IEA Inc.

8. The CONSULTANT, when directed to do so by the Project Manager, shall prepare a report listing “Opinions of Probable Costs” on various alternatives to aid in determining the most cost-effective solutions. In addition, from time to time, the Project Manager may direct the CONSULTANT to produce an engineer’s opinion of various alternatives that may be presented. This report shall take into consideration such intangibles as quality of workmanship, life-cycle costs, availability, suitability for the intended purpose, overall compatibility of the alternatives within the City of Duncanville systems, etc. and such tangible considerations as initial costs and maintenance costs.
9. The CONSULTANT shall prepare all necessary plans, specifications, reports, technical memorandums, status papers, etc., that may be required for this project and submit them to the City for review. After each item has been reviewed by the City, the CONSULTANT shall make all necessary corrections and re-submit to the City for final review.
10. The CONSULTANT shall produce all design drawings in the latest version of Bentley System, Inc.’s MicroStation Computer Aided Design and Drafting system. All design drawings shall be created electronically and shall meet the requirements of the City of Duncanville. In addition, the CONSULTANT shall submit all electronic data in the form and format listed herein.

D. PROJECT SCOPE

1. *Preliminary Investigation*

Review existing materials and reports obtained from the City of Duncanville that are relevant to this project and perform field investigations necessary to evaluate proposed improvements. Coordinate with franchise utility companies and the City of Duncanville to obtain information on existing and proposed facilities in the project area. The information and the data obtained are to be used in the development of design plans and specifications for this project, and include, but are not limited to the following:

- a) Existing survey data.
- b) Existing paving, drainage and water and wastewater data.
- c) Latest Edition of North Central Texas Council of Governments (NCTCOG) *Public Works Construction Standards, North Central Texas*.

2. *Vertical and Horizontal Survey*

Obtain the following survey data and apply them in the development of construction plans:

- a) Establish baseline control, locate and tie existing above ground utility appurtenances, structures, trees, curbs, pavements, fences, etc. to the baseline.
- b) Existing depth and elevations of drainage, water and wastewater mains (Level C and D SUE).
- c) Identify existing manhole diameters, invert(s) and rim elevation(s).
- d) Identify existing pavement types and thicknesses.
- e) Locate and establish control from two (2) City benchmarks.

3. *Geotechnical and Environmental Evaluation*

Geotechnical investigation will be provided and included incorporated into the design and contract documents. This scope includes 2 borings in Cherry St. - Center St. Alley, Testing and a Geotechnical Report.

City of Duncanville: Cherry – Center Alley Paving and Drainage Improvements – Phase 2

Page 2 of 6



IEA Inc.

4. Easements

The purchasing of easements is not anticipated on this project. If easements are necessary, a supplemental Scope of Work shall be developed for those specific services.

5. Design Services

The following must be included at a minimum:

- a) Design and coordinate with other utility companies to ensure proper clearance for the proposed improvements. Upon request, provide a list of all contacted utility representatives to the Project Manager that includes names of people contacted, phone numbers, email addresses, physical location, etc.
- b) Create presentations for one (1) public meeting and assist the City of Duncanville at these meetings as requested.
- c) Prepare construction drawings and technical specifications required for the proposed improvements, in accordance with the applicable local, state and federal regulations, requirements and guidelines.

6. Final Design Deliverables

The CONSULTANT shall prepare construction plans as required for the Alley Reconstruction and handling of the Storm Drainage. The plans shall be in conformance with all applicable Standards, Policies, Criteria, etc. Plans shall be created in a professional manner and be adequate to advertise for construction bids. Final deliverables shall include the following:

- a) Prepare final design plan and profile sheets as required for the design Contracts.
- b) Prepare project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.
- c) Prepare final drainage plans.
- d) Finalize horizontal and vertical utility locations on the plan and profile sheets.
- e) Finalize special design considerations and applicable construction details
- f) Provide one (1) set of 24"x36" final plans, specifications and bid item take-offs for the Contract Bid Package Development in PDF format.
- g) Upon request, provide up to five (5) sets of 24"x36" final plans, specifications and bid item take-offs for the Contract Bid Package Development.
- h) Provide three (3) copies of original signed, sealed and notarized (if necessary) copies of City approved easements, field notes and all pertinent documentation to the Project Manager, if necessary.
- i) Upon request, provide five (5) sets of 24"x36" construction plans (reproductions) and corresponding Bid Specifications as directed by the Project Manager.

7. Contract Services

Provide the following contract services:

- a) Prepare Contract Documents, Specifications and Special Provisions for use in the Bid Documents.
- b) Prepare Engineer's Opinion of Probable Costs and Bid Item tabulations.
- c) Deliver original drawings and specifications to the Project Manager.

Exhibit A Page 4 of 30

City of Duncanville: Cherry – Center Alley Paving and Drainage Improvements – Phase 2
Page 3 of 6

8. Plan Drawings

Submit all original CADD Drawings to City of Duncanville, including any special appurtenance and detail sheets, with the following stipulations:

- a) Upon Request, all submitted Preliminary CADD Drawings shall be in ink on 20-lb bond paper.
- b) Upon request, final CADD Drawings shall be in ink on four-mil thick double matte Mylar.
- c) All design and plan drawings shall be produced in an electronic file format created by a CADD system completely compatible with the latest version of Bentley System Inc.'s MicroStation.
- d) Each final design sheet must be in its own computer file format completely compatible with the latest version of Bentley System Inc.'s MicroStation and each final design sheet will incorporate the computer file extension ".dgn" as the last characters in the file's name. No reference files, no special or proprietary cell libraries, no special or proprietary font files and no proprietary data files for applications such as InRoads or InRoads Survey, no other proprietary files may be included.
- e) Each individual design sheet shall be provided in a "Tagged Image File Format" (TIFF), latest version (this extension may be abbreviated to ".tif").
- f) Additionally, each individual design sheet shall be provided in the latest version in the Public Domain of the "Portable Document Format" (PDF) file type.
- g) Should the CONSULTANT desire to supply electronic files in some other format or created by some other program, prior approval from the Project Manager shall be required.

9. CADD Deliverables

- a) All reference files and cell libraries used to create the design sheets shall be included. If proprietary files for fonts, line styles, aerial photographs, or other such attachments are included, legal and binding permanent licenses for the use of such files shall be included.
- b) Detail sheets, special appurtenances and any other such design should be supplied as outlined above. Any proprietary or copyrighted details shall include a release from the copyright holder allowing the City of Duncanville to make unlimited numbers of copies of the submitted special details.

10. Specification Documents

The CONSULTANT shall furnish all computer specification files, including all word processor or spreadsheet files in latest version of Microsoft Office for Windows. Specification Document files shall be furnished on Compact Disc or other agreed upon media as approved by the Project Manager.

Scanned images, photographs, reports, analysis and all other project data shall be submitted in file formats compatible with software and computers owned by the City of Duncanville. All such specification documents shall be furnished on Compact Disc or other agreed up media as approved by the Project Manager.

11. Record Drawings & Specifications

At the completion of construction, the CONSULTANT shall prepare construction record drawings and specifications based on certified red-up drawings made by the City of Duncanville inspectors. The CONSULTANT shall deliver the record drawings, modified design drawings and specifications to the Project



IEA Inc.

Manager. Submittal of record drawings shall be in PDF and/or TIFF format and written on a Compact Disc or other agreed upon media as approved by the Project Manager.

12. Media Submittal

If requested, submittals must be on a Compact Disc, "Write Once" (CD-R) media. The CD-R must be "closed" (formatted for use on any computer and write protected so that no additional data can be added). Note: The requirement for CD-R media is driven by the need to maintain an archival record of the actual file submitted in a means that CANNOT be modified.

Each CD-R shall have written in permanent ink or on the label side the name of the consultant company submitting the plans, the contract number, project name, date, location description, the correct drawing number and data type contained, (i.e., CADD or GIS, etc.).

Should the CONSULTANT desire to furnish and of the required submittals in another type of media, (i.e., thumb drive, dropbox, sharefile, etc.) the CONSULTANT shall seek the approval of the Project Manager.

13. Digital Drawing File Information

- a) The CD-R shall contain an electronic copy of the digital drawing file in MicroStation dgn format. A compressed and self-extracting file type (zip) of these is acceptable.
 1. These submittals must follow the specifications listed above.
 2. All digital drawings must be "stand-alone" without the necessity of attaching external references or modifying levels.
- b) The CD-R shall also contain a copy of the transmittal letter accompanying the submittal in PDF format.

14. Digital Drawing Registration and Survey Control

- a) Digital drawing file data shall be in U.S. Survey Feet for distances, and degrees, minutes, seconds for bearings and angles.
- b) Northing, Easting and Elevation State Plane Grid Coordinates for water and wastewater features shall be provided in a format that may be incorporated into the City of Duncanville's GIS system. The Project Manager will provide more information concerning formats and expectations on request.
- c) The data provided shall be referenced to the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, U.S. Survey Feet. For the horizontal coordinate system, the projected coordinate system name is: NAD_1983_StatePlane_Texas_North_Central_FIPS_4202Feet, the geographic coordinate system name is: GCS_North_American_1988.
- d) The accuracy will be at a minimum 1 in (horizontal).



Cherry St. - Center St. Alley Reconstruction – Construction Administrative Services Scope

IEA will aid the City during the bid, construction and contract close out phases for the Cherry St. - Center St. Alley Reconstruction project. This scope will include attendance and participation in the pre-bid, pre-construction and site meetings, reviewing and approval of RFIs, assistance with resolving construction and or contract issues and preparing final as-built drawings based on City and Contractors as-built notes during construction.

The construction administrative services shall be considered not-to-exceed fees as tabulated in the fee schedule and shall be billed for actual hours charged to the job, but not to exceed \$2,340.00

Contingency Engineering and Staff Augmentation Services Scope

IEA will aid the City with miscellaneous needs that may arise during the contract period on an hourly basis at the contract rates.



IEA, Inc.
18333 Preston Rd., Suite 205
Dallas, TX 75252
214-884-4253

Exhibit D - Project Location Map



PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS

Paving and Drainage Design Services (Public Works)

1. Basic Services

Exhibit C, Fee Schedule

Phase 2 Cherry St - Center St Alley Reconstruction

A. Project Set-up and Planning (5% Milestone)	Principal		Project Manager		Design Engineer		CADD Tech		Admin Asst.		TOTAL	
	Rate	\$ 275.00	Rate	\$ 210.00	Rate	\$ 175.00	Rate	\$ 120.00	Rate	\$ 95.00		
IEA Fee, Civil and Project Management	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Site Visits		\$ -	2	\$ 420.00	2	\$ 350.00		\$ -		\$ -	4	\$ 770.00
Research, coordination & meeting with Subconsultants		\$ -	1	\$ 210.00	2	\$ 350.00		\$ -		\$ -	3	\$ 560.00
Project Setup Organization & Scheduling		\$ -	8	\$ 1,680.00		\$ -		\$ -	4	\$ 380.00	12	\$ 2,060.00
Utility Coordination		\$ -		\$ -	2	\$ 350.00	2	\$ 240.00		\$ -	4	\$ 590.00
SUBTOTAL:	0	\$ -	11	\$ 2,310.00	6	\$ 1,050.00	2	\$ 240.00	4	\$ 380.00	23	\$ 3,980.00
B. Preliminary Design 30% Milestone	Principal		Project Manager		Design Engineer		CADD Tech		Admin Asst.		TOTAL	
	Rate	\$ 275.00	Rate	\$ 210.00	Rate	\$ 175.00	Rate	\$ 120.00	Rate	\$ 95.00		
IEA Fee, Civil and Project Management	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Project Kick-off Meeting-Kick off Subconsultants Scopes		\$ -	1	\$ 210.00		\$ -		\$ -		\$ -	1	\$ 210.00
Gather Data, Exist Plans, Coordinate Survey, design schedule		\$ -		\$ -	2	\$ 350.00	4	\$ 480.00		\$ -	6	\$ 830.00
Label all lines including R.O.W. and show 2 B.M. on each sheet		\$ -		\$ -	4	\$ 700.00	12	\$ 1,440.00		\$ -	16	\$ 2,140.00
Prepare cover sheet, conceptual plans setting profile		\$ -	1	\$ 210.00	12	\$ 2,100.00	24	\$ 2,880.00		\$ -	37	\$ 5,190.00
Prepare profiles at 33 drives		\$ -	1	\$ 210.00	20	\$ 3,500.00	32	\$ 3,840.00		\$ -	53	\$ 7,550.00
Prepare preliminary drainage area map with calculations & analysis		\$ -	1	\$ 210.00	20	\$ 3,500.00	20	\$ 2,400.00		\$ -	41	\$ 6,110.00
Admin and QC		\$ -	3	\$ 630.00	2	\$ 350.00		\$ -	2	\$ 190.00	7	\$ 1,170.00
Submit 2 sets of plans for review with cross-sections, participate in meeting		\$ -		\$ -	1	\$ 175.00		\$ -		\$ -	1	\$ 175.00
SUBTOTAL:	0	\$ -	7	\$ 1,470.00	61	\$ 10,675.00	92	\$ 11,040.00	2	\$ 190.00	162	\$ 23,375.00
C. 65% Design Milestone	Principal		Project Manager		Design Engineer		CADD Tech		Admin Asst.		TOTAL	
	Rate	\$ 275.00	Rate	\$ 210.00	Rate	\$ 175.00	Rate	\$ 120.00	Rate	\$ 95.00		
IEA Fee, Civil and Project Management	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Respond to all previous comments		\$ -	1	\$ 210.00	8	\$ 1,400.00	16	\$ 1,920.00		\$ -	25	\$ 3,530.00
Revise plan and profile sheets for paving and Drainage		\$ -		\$ -	20	\$ 3,500.00	32	\$ 3,840.00		\$ -	52	\$ 7,340.00
Revise cross sections (show cut/fill for each x-xec.in CY)		\$ -		\$ -	16	\$ 2,800.00	20	\$ 2,400.00		\$ -	36	\$ 5,200.00
Submit Cross Sections & Street T/C or Alley Invert Grades		\$ -		\$ -	2	\$ 350.00	4	\$ 480.00		\$ -	6	\$ 830.00
Complete drainage area map with calculations & analysis		\$ -	1	\$ 210.00	4	\$ 700.00	4	\$ 480.00		\$ -	9	\$ 1,390.00
Show all alignment data		\$ -		\$ -	2	\$ 350.00	4	\$ 480.00		\$ -	6	\$ 830.00
Field check preliminary plans for accuracy and compliance		\$ -	2	\$ 420.00	2	\$ 350.00		\$ -		\$ -	4	\$ 770.00
Admin and QC		\$ -	2	\$ 420.00	2	\$ 350.00	4	\$ 480.00	2	\$ 190.00	10	\$ 1,440.00
Submit plans (2 sets) for review with cross-sections		\$ -		\$ -	1	\$ 175.00		\$ -		\$ -	1	\$ 175.00
Release plans for utilities coordination and relocation		\$ -		\$ -	2	\$ 350.00		\$ -		\$ -	2	\$ 350.00
SUBTOTAL:	0	\$ -	6	\$ 1,260.00	59	\$ 10,325.00	84	\$ 10,080.00	2	\$ 190.00	151	\$ 21,855.00

PRELIMINARY ESTIMATE OF PROJECTED MAN HOUR/COSTS

Paving and Drainage Design Services (Public Works)

Exhibit C, Fee Schedule

Phase 2 Cherry St - Center St Alley Reconstruction

D. Final Design 100% Milestone	Principal		Project Manager		Design Engineer		CADD Tech		Admin Asst.		TOTAL	
	Rate	\$	Rate	\$	Rate	\$	Rate	\$	Rate	\$	Hrs.	Cost
IEA Fee, Civil and Project Management		275.00		210.00		175.00		120.00		95.00		
Respond to all previous comments		-	1	210.00	4	700.00	8	960.00		-	13	1,870.00
Review all item numbers identified and labeled		-	1	210.00	4	700.00	4	480.00		-	9	1,390.00
Final complete quantity summary sheet for all construction items		-		-	8	1,400.00	4	480.00		-	12	1,880.00
Prepare final project cost estimate		-		-	2	350.00		-		-	2	350.00
Prepare final project specifications		-	1	210.00	32	5,600.00		-		-	33	5,810.00
Resolve any utility conflicts		-		-	2	350.00	4	480.00		-	6	830.00
Admin and QC		-	2	420.00	4	700.00	8	960.00	2	190.00	16	2,270.00
Submit 1 set of final plans with x-sect & any special provisions for Review		-		-	1	175.00		-		-	1	175.00
Submit Sealed plans & electronic Archived Files		-		-	1	175.00		-		-	1	175.00
SUBTOTAL:	0	\$ -	5	\$ 1,050.00	58	\$ 10,150.00	28	\$ 3,360.00	2	\$ 190.00	93	\$ 14,750.00

2. SPECIAL SERVICES

A. Field Survey and Base Mapping	RPLS		Survey Tech		2 Man Crew		CADD Tech		Admin Asst.		TOTAL	
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
	0	0		0		0	0	0	0	0		\$ 17,700.00

B. Geotechnical Investigation	Principal		Project Manager		Design Engineer		CADD Tech		Admin Asst.		TOTAL	
	Rate		Rate		Rate		Rate		Rate		Hrs.	Cost
Conduct Field Investigation-2 5-10' deep borings and provide Geotechnical Report of existing conditions and pavement design												\$ 1,896.50

C. Construction Administrative Services	Principal		Project Manager		Design Engineer		CADD Tech		Admin Asst.		TOTAL	
	Rate	#REF!	Rate	#REF!	Rate	#REF!	Rate	#REF!	Rate	#REF!	Hrs.	Cost
IEA Fee, Civil and Project Management												
Attend Pre-bid, pre-construction meetings and site meetings		-	4	840.00	4	700.00		-		-	8	1,540.00
Assist with RFIs, Construction or Contract Issues		-		-	2	350.00		-		-	2	350.00
SUBTOTAL:	0	\$ -	4	\$ 840.00	6	\$ 1,050.00	0	\$ -	0	\$ -	10	\$ 1,890.00

D. Contingency Engineering Services	Principal		Project Manager		Design Engineer		CADD Tech		Admin Asst.		TOTAL	
	Rate	\$	Rate	\$	Rate	\$	Rate	\$	Rate	\$	Hrs.	Cost
IEA Fee, Civil and Project Management		275.00		210.00		175.00		120.00		95.00		
Assist the City with Miscellaneous Engineering needs and Staff Augmentation		-	16	3,360.00	16	2,800.00	24	2,880.00	1	95.00	57	9,135.00
SUBTOTAL:	0	\$ -	16	\$ 3,360.00	16	\$ 2,800.00	24	\$ 2,880.00	1	\$ 95.00	57	\$ 9,135.00

SUBTOTAL (SPECIAL SERVICES) \$ 30,621.50

PHASE 2 TOTAL PAVING AND DRAINAGE DESIGN COST \$ 94,581.50

Sheets				
Cover	1	6	6	
GN/TYP	1	8	8	
Qty	1	12	12	
Remov	2	20	40	
P&P	4	30	120	
DWY Pro	2	25	50	
P Details	2	12	24	
DA Map	1	25	25	
D Plan	2	30	60	
D Details	1	8	8	
ECP	2	12	24	
ECP Dets	1	8	8	
XS	3	12	36	
Standards	5	4	20	
	28		441	15.75



Partners for a Better Quality of Life

July 22, 2022

Mr. Justin C. Toone, PE
Project Engineer
IEA, Inc.
18383 Preston Road, Suite 500
Dallas, Texas 75252

Project: Design Survey for Phase 2 of an Alley Reconstruction Project between E. Cherry Street and E. Center Street, extending south from N. Alexander Avenue to its intersection with E. Center Street for the City of Duncanville, Texas

Dear Justin,

Thank you for the opportunity for CP&Y, Inc. (CP&Y) to provide surveying services in connection with the above referenced project. CP&Y will provide the professional and technical staff necessary to perform Design Surveys of the following:

Phase 2: Alley Improvements:

- Alley extending from N. Alexander Avenue to E. Center Street (~1,300 feet of alley)
 - Design Topographic Survey
 - Subsurface Utility Engineering Level "D" research and mapping and "C" surface appurtenance location for an estimated 5,200 feet of utilities
 - Preparation and Distribution of Survey Notices (to be developed and approved by the City)

Our Survey scope will include the following items:

- Contact Texas811 for location of underground utilities.
- Utilize the City's Primary Control Network (Bench Marks) to establish our Horizontal & Vertical control.
- Locate sufficient Property Corners to establish the approximate Property/Right-of-Way lines along each Segment.
- Extend the Topo width from ROW-ROW.
- Cross-Sections at 50-foot intervals, plus grade breaks.
- Locate all pavement/pavement type along each alley, including intersecting driveways.
- Locate all Visible Improvements and Utilities.
- Flowlines, pipe sizes and details of all WW Manholes, Storm Sewer Inlets, WW Cleanouts, Water Valves, and Junction Boxes
- Locate Trees having minimum 6-inch caliper within ROW
- Elevations on a 50-foot Grid.

Page 22 of 30

1820 Regal Row, Suite 200
Dallas, Texas 75235

(p) 214.638.0500 • (f) 214.638.3723
www.cpyi.com



Ph 2-ALLEY RECONSTRUCTION, DUNCANVILLE- SURVEY SERVICES 2022

2

- Set 2 On-Site Benchmarks per Phase.
- Showing recording information (Lot, Block and Addition name) for each applicable subdivision plat
- Show property Owner and Address for each adjacent lot
- Collect Texas811 paint marks and flags
- Use record drawings and Texas811 marks to reference into the topographic survey using professional judgement
- Provide a Utility Contact List
- Request and Coordinate Right-of-Entry to properties adjoining ROW
- Researching for and showing Deed information for each residential lot.

Phase 2: Alley extending from N. Alexander Avenue to E. Center Street (~1,300 feet of alley)

- Design Topographic Survey = \$8,500.00
- Subsurface Utility Engineering = \$6,000.00
- Request and Coordinate ROE = \$3,200.00

Phase 2 Total = \$17,700.00

Upon acceptance of this proposal and a formal Notice-to-Proceed, we would have Design Survey completed within 20 to 30 Business Days.

Our scope does NOT include the following:

- Abstracting for Easements or Restrictive Covenants which may affect these areas.
- Performing any including Level "A" (Test Holes) or "B" (Designating) SUE Services
- Locating the faces of houses on residential lots
- Locating landscaping (shrubs, etc.)

DELIVERABLES – We will provide you with the following:

- 1' Contour Map at Applicable Scale
- Digital MicroStation v8i DGN Drawing
- Blackline Copies of Survey
- Control Point and Benchmark descriptions in Word format

Any additional work will be done on an hourly basis using our standard rate table.

Certificate of Insurance is available upon request.

Ph 2-ALLEY RECONSTRUCTION, DUNCANVILLE- SURVEY SERVICES 2022

3

All field survey activity will be under the direct supervision of a Professional Land Surveyor licensed in the State of Texas and shall adhere to Minimum Standards of Practice, TEXAS ADMINISTRATIVE CODE Part 29, as approved by the Texas Board of Professional Land Surveying.

All surveying services are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741 (512-440-7723). Any complaints about surveying services should be sent to the above address to the attention of the Complaints Officer of the Board.

We appreciate the opportunity to be of service and look forward to assisting you in this matter. As usual, if there are any questions about this matter or any other, please feel free to contact us at 214-276-5405.

Respectfully submitted,

CP&Y, INC.



Sean M. Flaherty, RPLS
Senior Vice President

ACCEPTED BY:

IEA, INC.

By: _____

Title: _____

Date: _____

G:\DOCUMENTS\SEAN\SMF-IEA-Phase 2-Alley Recon between Cherry and Center-Duncanville-Design Topo services-proposal.docx

Exhibit "D" Geotech Proposal

TEAM Consultants, Inc.

Geotechnical • Environmental • Construction Materials Testing

July 19, 2022

Proposal No. 22D079

Mr. Justin C. Toone, P.E.
IEA, Inc.
18383 Preston Road, Suite 500
Dallas, Texas 75252

Re: Subsurface Investigation
Drainage Reconstruction
Cherry-Center Alley - Phase II
City of Duncanville, Texas

Dear Mr. Toone:

In response to your recent request, we are pleased to submit our proposal for a subsurface investigation for the above referenced project. This proposal is submitted in general accordance with your email request on July 18, 2022. The broad objective of the investigation will be to define geotechnical related parameters for the proposed drainage reconstruction of the Cherry-Center Alley, consisting of approximately 1,300 feet from South Alexander Avenue to North Forest Lane, located in Duncanville, Texas.

We propose to evaluate subsurface conditions at designated locations with a total of two (2) soil borings in the alley pavement drilled using truck mounted drilling equipment. Boring depths are anticipated to be on the order of approximately 5-feet, or until rock is encountered. Samples will be obtained in the borings using continuous Shelby tube sampling procedures and split spoon sampling procedures, as appropriate. All samples will be sealed at the site to minimize loss of moisture and disturbance during shipment to the laboratory. Groundwater observations will be made in the borings during drilling operations.

Laboratory tests will be performed on selected samples to define the pertinent physical and engineering characteristics of the materials encountered. Based on our understanding of the project requirements and our experience in the area, it is anticipated that the laboratory studies may include the following tests:

1. Atterberg limit determinations on natural soils;
2. Moisture content determinations;
3. Percent passing 200 sieve;
4. Soluble Sulfates; and
5. Unconfined compressive strength.

The results of the field and laboratory studies will be submitted in a formal report of the investigation. The report will include a summary of subsurface conditions and geotechnical related parameters of the evaluated subsoil.

Page 25 of 30 4087 Shilling Way Dallas, TX 75237 (214) 331-4395 Fax (214) 331-4458
3101 Pleasant Valley, Suite 101 Arlington, TX 76015 (817) 467-5500 Fax (817) 468-9920

TEAM Consultants, Inc.

Geotechnical, Environmental, Construction Materials Testing

Based on our understanding of the project requirements and the proposed scope of services, we have prepared the attached cost estimates indicating the estimated services required and unit fees for each phase of the project. Our cost estimate does not include an estimate for the cost of support services that may be required for site access or subcontract surveying services. Should support services related to site access or surveying be required, charges will be based on Item 1005 of the attached cost estimate at cost plus 15%. You will be notified if unforeseen subsurface conditions are encountered or there is a necessary change in the scope of our services. Any services not listed in the estimate will be invoiced in accordance with our 2021 Schedule of Fees, Schedules I, II, and III. The invoice will be based upon the actual services performed at the unit fees shown in the schedules. All services shall be performed in accordance with this proposal and the attached General Conditions.

The borings will be located along the proposed alley pavement subject to field conditions. Permission to enter and access throughout the site for single-drive axle truck-mounted drilling equipment will be provided by the Client. Clearance at the selected boring locations will be required from all utility companies due to potential conflicts with underground pipes, cables, etc. TEAM will provide the necessary utility clearances; however, your assistance may be required.

The borings will require approximately one (1) day for completion. The laboratory tests and engineering analyses will require approximately an additional two to three weeks. Preliminary design data will be provided as it becomes available, if desired. We will be able to begin these studies within a few days after receipt of your notice to proceed.

TEAM Consultants, Inc. will proceed with scheduling the investigations based on your verbal authorization. However, should this proposal meet with your approval, please sign and return one copy to this office as our formal notification to proceed.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call the undersigned at (817) 467-5500 if there are any questions or if we can be of additional service to you on future projects.

Very truly yours,
TEAM Consultants, Inc.



Edward Gomez, P.E.
Project Engineer

Authorized by: _____
Signature

Printed Name

Date: _____

**COST ESTIMATE
SUBSURFACE INVESTIGATION
PROPOSED ALLEY - DRAINAGE RECONSTRUCTION
CHERRY-CENTER ALLEY - PHASE II
FROM SOUTH ALEXANDER AVENUE TO NORTH FOREST LANE
CITY OF DUNCANVILLE, TEXAS
IEA, INC.**

SCHEDULE I - EXPLORATION AND SPECIAL SERVICES

PART 1 - MOBILIZATION AND DEMOBILIZATION

1001 Mobilization, personnel & equipment	Est.	1.00 L.S.	@	\$175.00 /ea.	\$	175.00
1005 Support Services (supplied by others)						

(1) Surveying (borehole locations)	Est.	Allow	@	cost + 15%		-
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PART 3 - DRILLING, SAMPLING AND RELATED ACTIVITIES

Soil sampling: Shelby tube undisturbed samples in cohesive soils and
standard penetration tests in cohesionless soils

Intermittent Sampling (5-ft. intervals), three-inch diameter

1030 1-20 ft. depth, per foot	Est.	0 ft.	@	\$14.75 /ft.	\$	-
1031 20-50 ft. depth, per foot	Est.	0 ft.	@	\$19.00 /ft.	\$	-

Continuous Sampling, three-inch diameter

1034 0-20 ft. depth, per foot	Est.	10.0 ft.	@	\$23.25 /ft.		232.50
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PART 4 - DRILLING EQUIPMENT AND PERSONNEL RATES

3006 Project Supervisor (utility clearance, water level readings, project coordination, etc.)	Est.	3.0 hrs.	@	\$90.50 /hr.		271.50
3031 Daily Transportation (Estimate 3-Trips)	Est.	25 mi.	@	\$0.80 /mi.		20.00
				Sub-total	\$	699.00

SCHEDULE II - LABORATORY SERVICES

PART 1 - SOILS AND BASE MATERIALS

Identification and Classification Tests

2001 Atterberg limits, soil	Est.	2 ea.	@	\$51.50 /ea.	\$	103.00
2005 Material Finer than No. 200 sieve	Est.	2 ea.	@	\$34.50 /ea.	\$	168.75

Physical Tests

2020 Moisture Content Determinations	Est.	0 ea.	@	\$8.50 /ea.	\$	-
2215 Soluble Sulfates, (TEX-145-E)	Est.	2 ea.	@	\$51.00 /ea.	\$	102.00
2229 Plugging holes, materials, lump sum	Lump Sum Allow			\$ 20.00	\$	20.00

Strength and Compressibility Tests

2031 Unconfined Compressive Strength - soil	Est.	2 ea.	@	\$51.50 /ea.	\$	103.00
				Sub-total	\$	496.75

SECHEDULE III - ENGINEERING AND PERSONNEL SERVICES

PART 1 - DESIGN AND FIELD INSPECTION

Evaluation and Reporting

3003 Project Engineer	Est.	1.0 hrs.	@	\$134.00 /ea.	\$	134.00
3006 Junior Engineer	Est.	4.0 hrs.	@	\$90.50 /hr.	\$	362.00
3012 Draftsman	Est.	2.0 hrs.	@	\$77.50 /hr.	\$	155.00
3013 Typing	Est.	1.0 hrs.	@	\$49.75 /hr.	\$	49.75
3020 Report Preparation (email only)	Est.	0 cpys.	@	\$35.00 /ea.	\$	-
				Sub-total	\$	700.75

PHASE II ESTIMATED TOTAL \$ 1,896.50

2021 Fee Schedule
Schedules I, II, & III
PN22D079
July 19, 2022

GENERAL CONDITIONS

PROJECT: Subsurface Investigation–Drainage Reconstruction, Cherry-Center Alley, Phase II, Duncanville, Texas
IEA, Inc.

TEAM Consultants, Inc. (herein after called TCI) shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE:

Unless otherwise stated, TCI will have access to the site for activities necessary for the performance of the services. TCI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

DISPUTE RESOLUTION:

Any claims or disputes made during design, construction or post-construction between the Client and TCI shall be submitted to non-binding mediation. TCI agrees to be included in a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BILLINGS/PAYMENTS:

Invoices for TCI's services shall be submitted, on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, TCI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers or advanced payments shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

INDEMNIFICATION:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless TCI, his or her officers, directors, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TCI.

CERTIFICATIONS:

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

LIMITATION OF LIABILITY:

In recognition of the relative risks, rewards and benefits of the project to both the Client and TCI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, TCI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of the project fee paid to TCI. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES:

This agreement may be terminated by the Client or TCI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TCI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

DOCUMENTS:

All documents including Drawings and Specifications prepared by TCI pursuant to this agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TCI for the specific purpose intended will be at the Clients' sole risk and without liability or legal exposure to TCI and Client shall indemnify and hold harmless TCI from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle TCI to further compensation at rates to be agreed upon by Client and TCI.

DAMAGE TO EXISTING MAN-MADE OBJECTS:

It shall be the responsibility of the owner or his duly authorized representative to disclose the presence and accurate location of all underground, hidden or obscure man-made objects relative to field tests or boring locations. TCI's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and, without special written instructions, to initiate field testing, drilling and/or sampling within a few feet of each designated location. If TCI is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground obstructions, such as utilities, special instructions to the field personnel will be provided. As evidenced by your acceptance of this agreement, you agree to indemnify and save harmless TCI, its officers, employees and agents from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by you or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to TCI in writing and to reimburse TCI for expenses in connection with any such claims or suits, including reasonable attorney's fees.

JOB SITE AUTHORITY

Neither the activities of the TCI, nor the presence of TCI or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence techniques, or procedures necessary for performing, superintending, or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TCI and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

THIRD PARTY BENEFICIARIES:

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or TCI. TCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against TCI because of this Agreement or the performance or nonperformance of services hereunder.

SEVERABILITY AND SURVIVAL:

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and TCI shall survive the completion of the services hereunder and the termination of this Agreement.

Exhibit E, OPC**Cherry St - Center St Alley Reconstruction (Phase 2)****Opinion of Probable Construction Costs**

ROW WIDTH	15	CROSS ALYs	0
LENGTH OF ROW (Excluding Alley & intersecting Street Width)	1300	CROSSING ALLEY PVMT LTH	0
TOTAL PAVEMENT LENGTH (including Cross Streets)	1300	CROSS ST's	0
WIDTH OF PAVEMENT(B-B) =	11	CROSSING STREET LENGTH	0
EXISTING DRIVEWAYS (SF)	2040		
PROP DRIVEWAYS (SF) =	2040	No of Prop. Driveways	34

PAVING IMPROVEMENTS					
101	ROW PREPARATION (CLEARING AND GRUBBING)	1	\$15,000.00	LS	\$15,000.00
102	UNCLASSIFIED ALLEY EXCAVATION	630	\$40.00	CY	\$25,200.00
103	REMOVING DRAINAGE PIPE	0	\$40.00	LF	\$0.00
201A	REMOVING CONCRETE DRIVEWAY	227	\$25.00	SY	\$5,666.67
201B	REMOVING SIDEWALK	400	\$5.00	SF	\$2,000.00
201C	REMOVING CURB AND GUTTER	200	\$20.00	LF	\$4,000.00
202	REMOVING EXISTING ALLEY PAVING	1740	\$20.00	SY	\$34,800.00
204	INSTALL CURB AND GUTTER	100	\$40.00	LF	\$4,000.00
357	INSTALL SIDEWALK	150	\$10.00	SF	\$1,500.00
358	INSTALL BARRIER FREE RAMP	4	\$2,500.00	EA	\$10,000.00
432	INSTALL CONCRETE DRIVEWAY	227	\$90.00	SY	\$20,400.00
433	INSTALL ASPHALT ALLEY TRANSITION	340	\$40.00	SF	\$13,600.00
454	INSTALL CONCRETE ALLEY PAVEMENT	1475	\$90.00	SY	\$132,750.00
455	INSTALL 10-INCH CONCRETE PAVEMENT	10	\$130.00	SY	\$1,300.00
608	INSTALL AUGUSTINE / BERMUDA GRASS BLOCK SOD	6500	\$13.00	SY	\$84,500.00
680	STORM WATER POLLUTION PREVENTION PLAN	1	\$7,500.00	LS	\$7,500.00
20100	PROJECT SIGN	2	\$1,000.00	EA	\$2,000.00
20200	BARRICADES, SIGNS AND TRAFFIC HANDLING	4	\$2,000.00	MO	\$8,000.00
PAVING SUBTOTAL:					\$372,216.67
DRAINAGE IMPROVEMENTS					
1299	EXISTING FLUME RECONSTRUCTION	1	\$20,000.00	LS	\$20,000.00
DRAINAGE SUBTOTAL:					\$20,000.00
PAVING AND DRAINAGE SUBTOTAL:					\$392,216.67



STAFF REPORT

MEETING: City Council - 17 Jan 2023

TITLE:

Consider an Ordinance providing for the appointment and contracts for a Presiding Municipal Court Judge and Associate Municipal Court Judges for the Municipal Court of Duncanville and authorizing the Mayor to sign said contracts.

Vision Statement:

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

STAFF RESPONSIBLE:

Vicky De Los Santos, Court Administrator

BACKGROUND/HISTORY:

Section 7-2 of the Code of Ordinances of the City of Duncanville, Texas provides for the appointment of Presiding and Associate Municipal Court Judges. Municipal Court Judges serve at the pleasure of the Council. Associate Municipal Court Judges are subject to the same qualifications as the Presiding Municipal Judge. Title 2, Subtitle A., Chapter 30, Subchapter A, Sec. 30.00006 of the Texas Government Code stipulates that:

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.

Municipal Judges may grant writs of mandamus and other writs necessary to the enforcement of the jurisdiction of the court. Municipal Judges may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court and a municipal judge is a magistrate. Municipal Judges may also issue administrative search warrants. Each appointment is for a term of two years which will run from February 1, 2023 thru January 31, 2025.

POLICY EXPLANATION:

The City Council is responsible for the selection and appointment of the municipal court judges, including selection of a presiding judge and associate judges.

FUNDING SOURCE:

ORG and Object Number

01022300-700444

Available Budget

112,200

Purchase Amount

\$97,910.51

After Encumber

\$14,289.49

ACTION ALTERNATIVES:

1. Approve the ordinance providing for the appointment and contract for a Municipal Court Judge and Associate Municipal Court Judges.
2. Do not approve the ordinance providing for the appointment and contract for a Municipal Court Judge and Associate Municipal Court Judges.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Rizo Resume](#)

[Attachment 2 - Austin Resume](#)

[Attachment 3 - Eiland Resume](#)

[Ordinance No. - 2359R1 - Appointment and contract for a Presiding Municipal Court Judge and Associate Municipal Court Judges - Pdf](#)

ATTACHMENT 1

JOHN B. RIZO, SR.
Rizo & Associates, PLLC
[REDACTED]
Dallas, Texas 75223

Tel: [REDACTED]
Fax: 214.572.7259

BIOGRAPHY

John Rizo is a 1984 graduate of the Harvard Law School. He has 32 years of experience in the practice of law. He has served as an Assistant District Attorney for Dallas County, in-house counsel for a major corporation, J. C. Penney, and has worked in various civil law firms. He is of Hispanic origin and is bilingual (Spanish/English). He currently serves as Presiding Judge for the Municipal Court of the City of Duncanville, Texas.

Mr. Rizo has tried numerous cases before judges or juries in state and federal courts in Texas and across the country. He has experience in handling various types of matters, including -- accident, injury, civil, criminal, family, adoption, divorce, child custody, child support, CPS, business, immigration, intellectual property, ERISA, and appellate.

Mr. Rizo is admitted to practice before all courts of the State of Texas, the United States District Courts for the Northern, Eastern, Southern, and Western Districts of Texas, and the United States Courts of Appeals for the Second, Third, and Fifth Circuits.

He is a member of the Texas Bar.

Mr. Rizo is a volunteer with Youth Ministry at his church as well a Commissioner of Adult and Family Ministry.

KATHY A. AUSTIN

❖ DUNCANVILLE, TEXAS ❖ 75137-2826 ❖

OBJECTIVE

TO HAVE A CHALLENGING EXPERIENCE IN A PROGRESSIVE CITY WHICH WILL UTILIZE MY EXPERIENCES OF THE PAST THIRTY YEARS.

EMPLOYMENT

RESPONSIBLE FOR MAGISTRATE DUTIES, HEARING TRIALS, REVIEWING AND SIGNING SEARCH WARRANTS, CAPIAS WARRANTS AND JUDGMENTS IN THE FOLLOWING CITIES

ASSOCIATE JUDGE	YEARS EMPLOYED (2015 - 2023)
DUNCANVILLE MUNICIPAL COURT	DUNCANVILLE, TEXAS

ASSOCIATE JUDGE	YEARS EMPLOYED (2012 - 2020)
DESOTO MUNICIPAL COURT	

DESOTO, TEXAS

ASSOCIATE JUDGE	YEARS EMPLOYED (1995 - 2020)
RED OAK MUNICIPAL COURT	RED OAK, TEXAS

ASSOCIATE JUDGE	YEARS EMPLOYED (2015 - 2020)
FERRIS MUNICIPAL COURT	FERRIS, TEXAS

PRESIDING JUDGE	YEARS EMPLOYED (1992 - 2015)
GLENN HEIGHTS MUNICIPAL COURT	GLENN HEIGHTS, TEXAS

EDUCATION

SOUTHERN METHODIST UNIVERSITY	YEARS ATTENDED (1992- 1995)
6425 BOAZ LANE	
DALLAS, TEXAS 75205	

Doctor of Jurisprudence / Juris Doctor (j.d.)

SOUTHERN METHODIST UNIVERSITY	YEARS ATTENDED (1989- 1991)
6425 BOAZ LANE	
DALLAS, TEXAS 75205	

Bachelor of Arts - Psychology

- I am current on all judicial requirements for CLE

ATTACHMENT 3
Anthony P. Eiland
 [REDACTED], Texas 75150
 [REDACTED]

EDUCATION

- George Washington University School of Law, Washington, DC
 • **LLM, Litigation and Dispute Resolution** May 2007
- Southern University Law Center, Baton Rouge, LA
 • **JURIS DOCTOR** May 2006
 • Rank: Top 1/3 of Class
- University of Louisiana at Monroe
 • **B.A. in Legal Studies/Pre-Law** May 2002
 • Member of President's and Dean's List

PROFESSIONAL EXPERIENCE

- Licensed Texas Attorney** November 2006
- Duncanville Municipal Court** January 2019-Present
 Associate Judge
 Presiding Judge, John Rizo
 • Presides over jury trials, bench trials, attorney dockets and city ordinance violations
 • Signs off on both felony and misdemeanor arrest warrants
 • Magistrates individuals arrested by Duncanville Police
- Allstate Insurance Company/Susan L. Florence and Associates** January 2019-January 2020
 Senior Trial Attorney
 Saul Friedman, Supervising Attorney
 • Defended car accident cases on behalf of Allstate Insurance
 • Engaged in depositions, mediations, motion hearings
 • Lead attorney on several jury trials to verdict
 • Prepared motions, reviews discovery, prepares clients for depositions and trial
- Redmond & Eiland, PLLC** February 2013-Present
 Managing Partner/Co-Founder (469) 301-2400
 • Provides criminal defense to clients in both Federal and State Court
 • Member of CJA Panel for Federal Northern District of Texas
 • Member of Dallas and Navarro County Felony and Misdemeanor Court Appointment Wheel
 • Appointed lead special prosecutor on high profile Dallas cases from 2015-2018
- Dallas County District Attorney's Office** October 2007-February 2013
 Assistant District Attorney, Child Abuse Division and Felony Trial Section
 Supervisor: Felony Trial Bureau Chief, Kevin Brooks: (214) 653-3600
 • Prosecuted felony criminal offenses
 • Lead trial prosecutor on over 40 trials including, murder, robbery, assault, and burglary
 • Interviewed witnesses, investigated crime scenes, prepared and argued motions, provided discovery, and prepared witnesses for trial
 • Responsible for prosecution of murders, assaults, robberies, child abuse and most other 1st, 2nd, and 3rd degree felonies
- Wichita County Public Defender's Office** July 2007-October 2007
 Assistant Public Defender
 Supervisor: Anthony Odiorne, Public Defender
 • Represented individuals charged with criminal offenses
- Federal Communications Commission** January 2007-May 2007
 Enforcement Division Intern
 Supervisor: Special Counsel, David Janas: (202) 418-2913
 • Conducted research regarding complex media issues
 • Prepared briefs and memoranda

ORDINANCE NO. 2359R1

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, PROVIDING FOR THE APPOINTMENT AND CONTRACT FOR JOHN B. RIZO SR., PRESIDING MUNICIPAL COURT JUDGE; KATHY A. AUSTIN, AS AN ASSOCIATE MUNICIPAL COURT JUDGE; AND ANTHONY P. EILAND, AS AN ASSOCIATE MUNICIPAL COURT JUDGE; AND, AUTHORIZING THE MAYOR TO SIGN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 7-2 of the Code of Ordinances of the City of Duncanville, Texas provides for the appointment of Municipal Court Judges, who shall serve at the pleasure of the Council for a period of two (2) years; and

WHEREAS, John B. Rizo, Kathy A. Austin, and Anthony P. Eiland presently serve as a Municipal Court Judges; and

WHEREAS, the Council finds that it is necessary to appoint a Presiding Municipal Court Judge and two Associate Municipal Judges for a 2 year term; and

WHEREAS, the City Council finds it to be in the public interest to appoint John B. Rizo Sr., Presiding Municipal Court Judge, Kathy A. Austin, as an Associate Municipal Court Judge, and Anthony P. Eiland, as an Associate Municipal Court Judge for the Duncanville Municipal Court of Record and authorize the Mayor to enter into an agreement with John B. Rizo Sr., Kathy A. Austin and Anthony P. Eiland, regarding the terms and conditions of said appointment.

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

SECTION 1. John B. Rizo Sr., Presiding Municipal Court Judge; Kathy A. Austin, Associate Municipal Court Judge; and Anthony P. Eiland, Associate Municipal Court Judge, are hereby appointed to serve a two (2) year term for the Municipal Court of Record in the City of Duncanville, Texas commencing on February 1, 2023.

SECTION 2. The Mayor is hereby authorized to execute agreements with John B. Rizo Sr., Kathy A. Austin, and Anthony P. Eiland, setting forth the terms and conditions of said appointment as provided in the attached Exhibit A through C, respectively.

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 17th day of January, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

THE STATE OF TEXAS

§

PRESIDING MUNICIPAL JUDGE

§

COUNTY OF DALLAS

§

This agreement is made by and between the City of Duncanville (herein called “City”), a home rule municipal corporation located in Dallas County, Texas, and John B. Rizo (herein called “Presiding Municipal Judge”).

W I T N E S S E T H :

1. The City, acting by and through its city council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas hereby appoints John B. Rizo as the Presiding Municipal Judge of the Duncanville Municipal Court of Record and agrees to compensate the Presiding Municipal Judge for his services as hereinafter set forth.

2. The Presiding Municipal Judge agrees to perform the services of Presiding Municipal Judge of the Duncanville Municipal Court of Record and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 1st day of February, 2023 and concluding on the 31st day of January, 2025, unless sooner terminated in accordance with the Texas Law and this Contract.

3. Compensation shall be at a rate of one hundred forty dollars (\$ 140.00) per hour, portal to portal, which would include presiding over municipal court proceedings under Texas law and the City Home Rule Charter for and on behalf of the Duncanville Municipal Court as its Presiding Municipal Judge and to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search, arrests, and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Presiding Municipal Judge of the Municipal Court of the City of Duncanville.

4. The Presiding Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the services for and on behalf of the Municipal Court.

5. The Presiding Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that he serves solely as an independent contractor.

6. The Presiding Municipal Judge further acknowledges and agrees that he shall undertake to exercise his discretion as Judge free from improper influences and shall act as he deems appropriate under his independent judgment as the Presiding Judge of the Municipal Court.

7. The Presiding Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

8. The Presiding Municipal Judge is not precluded from performing such legal services in maintaining his private practice of law and nothing construed herein shall preclude his from maintaining his private legal practice, other municipal court judicial appointments or other

matters permitted in accordance with judicial ethics and disciplinary regulations of the Texas State Bar.

9. The Presiding Municipal Judge hereby agrees not to knowingly undertake or involve himself in any matter that would compromise or conflict with his duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Presiding Municipal Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Presiding Municipal Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Contract consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Presiding Municipal Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, the Presiding Municipal Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this contract.

14. That the City shall reimburse the Presiding Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

15. Both the Presiding Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

16. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Contract shall be in Dallas County, Texas.

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

THIS AGREEMENT IS MADE, ENTERED INTO AND EXECUTED on this 17th day of January, 2023.

PRESIDING MUNICIPAL JUDGE

BY: _____
Presiding Municipal Judge

CITY OF DUNCANVILLE, TEXAS

BY: _____
Barry L. Gordon, Mayor

ATTEST:

Juanita Willman, City Secretary

THE STATE OF TEXAS

§

ASSOCIATE MUNICIPAL JUDGE

§

COUNTY OF DALLAS

§

This agreement is made by and between the City of Duncanville (herein called "City"), a home rule Municipal Corporation located in Dallas County, Texas, and Kathy A. Austin (herein called "Associate Municipal Judge").

W I T N E S S E T H :

1. The City, acting by and through its city council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas hereby appoints Kathy A. Austin as the Associate Municipal Judge of the Duncanville Municipal Court of Record and agrees to compensate the Associate Municipal Judge for her services as hereinafter set forth.

2. The Associate Municipal Judge agrees to perform the services of Associate Municipal Judge of the Duncanville Municipal Court of Record and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 1st day of February, 2023 and concluding on the 31st day of January, 2025, unless sooner terminated in accordance with the Texas Law and this Contract.

3. Compensation shall be at a rate of one hundred twenty-five dollars (\$ 125.00) per hour, portal to portal, which would include presiding over municipal court proceedings under Texas law and the City Home Rule Charter for and on behalf of the Duncanville Municipal Court as its Associate Municipal Judge and to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search arrests and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Associate Municipal Judge of the Municipal Court of the City of Duncanville.

4. The Associate Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the services for and on behalf of the Municipal Court.

5. The Associate Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that she serves solely as an independent contractor.

6. The Associate Municipal Judge further acknowledges and agrees that she shall undertake to exercise her discretion as Judge free from improper influences and shall act as she deems appropriate under her independent judgment as the Associate Judge of the Municipal Court.

7. The Associate Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

8. The Associate Municipal Judge is not precluded from performing such legal services in maintaining her private practice of law and nothing construed herein shall preclude her from maintaining her private legal practice, other municipal court judicial appointments or other

matters permitted in accordance with judicial ethics and disciplinary regulations of the Texas State Bar.

9. The Associate Municipal Judge hereby agrees not to knowingly undertake or involve herself in any matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Associate Municipal Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Associate Municipal Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Contract consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Associate Municipal Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, the Associate Municipal Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this contract.

14. That the City shall reimburse the Associate Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

15. Both the Associate Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

16. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Contract shall be in Dallas County, Texas.

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

THIS AGREEMENT IS MADE, ENTERED INTO AND EXECUTED on this 17th day of January, 2023.

ASSOCIATE MUNICIPAL JUDGE

BY: _____
Associate Municipal Judge

CITY OF DUNCANVILLE, TEXAS

BY: _____
Barry L. Gordon, Mayor

ATTEST:

Juanita Willman, City Secretary

THE STATE OF TEXAS

§

ASSOCIATE MUNICIPAL JUDGE

§

COUNTY OF DALLAS

§

This agreement is made by and between the City of Duncanville (herein called "City"), a home rule Municipal Corporation located in Dallas County, Texas, and Anthony P. Eiland (herein called "Associate Municipal Judge").

WITNESSETH:

1. The City, acting by and through its city council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas hereby appoints Anthony P. Eiland as the Associate Municipal Judge of the Duncanville Municipal Court of Record and agrees to compensate the Associate Municipal Judge for her services as hereinafter set forth.

2. The Associate Municipal Judge agrees to perform the services of Associate Municipal Judge of the Duncanville Municipal Court of Record and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 1st day of February, 2023 and concluding on the 31st day of January, 2025, unless sooner terminated in accordance with the Texas Law and this Contract.

3. Compensation shall be at a rate of one hundred twenty-five dollars (\$ 125.00) per hour, portal to portal, which would include presiding over municipal court proceedings under Texas law and the City Home Rule Charter for and on behalf of the Duncanville Municipal Court as its Associate Municipal Judge and to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search arrests and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Associate Municipal Judge of the Municipal Court of the City of Duncanville.

4. The Associate Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the services for and on behalf of the Municipal Court.

5. The Associate Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that she serves solely as an independent contractor.

6. The Associate Municipal Judge further acknowledges and agrees that she shall undertake to exercise her discretion as Judge free from improper influences and shall act as she deems appropriate under her independent judgment as the Associate Judge of the Municipal Court.

7. The Associate Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

8. The Associate Municipal Judge is not precluded from performing such legal services in maintaining her private practice of law and nothing construed herein shall preclude her from maintaining her private legal practice, other municipal court judicial appointments or other

matters permitted in accordance with judicial ethics and disciplinary regulations of the Texas State Bar.

9. The Associate Municipal Judge hereby agrees not to knowingly undertake or involve herself in any matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Associate Municipal Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Associate Municipal Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Contract consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Associate Municipal Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, the Associate Municipal Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this contract.

14. That the City shall reimburse the Associate Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

15. Both the Associate Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

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THIS AGREEMENT IS MADE, ENTERED INTO AND EXECUTED on this 17th day of January, 2023.

ASSOCIATE MUNICIPAL JUDGE

BY: _____
Associate Municipal Judge

CITY OF DUNCANVILLE, TEXAS

BY: _____
Barry L. Gordon, Mayor

ATTEST:

Juanita Willman, City Secretary



STAFF REPORT

MEETING: City Council - 17 Jan 2023

TITLE:

Receive the Fiscal Year 21-22 Fourth Quarter Investment Report as of September 30, 2022.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Edena J. Atmore, Managing Director of Fiscal Services

BACKGROUND/HISTORY:

PFIA (Public Funds Investment Act) recommends quarterly investment reports be provided to the governing body. This report will cover the Fiscal Year 2022's fourth-quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from July 2022 through September 2022. All investments must comply with PFIA requirements and guidelines.

POLICY EXPLANATION:

The investment balance on June 30, 2022, was \$76,237,081, with an ending balance in September 2022 of \$79,043,930. The portfolio increased by \$2,806,849 as CDs matured and expenditures increased for City goods and services.

The LOGIC government investment pool's yield grew by 130 basis points (from 1.18% to 2.48%) during the period. As a reminder, 100 basis points equates to 1%. Interest rates are rising and creating opportunities to invest at higher rates. The LOGIC pool rates, as demonstrated on page 5 of the attached investment report, are higher than our earnings credit rate applied to the City's Wells Fargo account and the CD interest rates earned with a yield average of 3.11%.

The City's average rate of return increased to 1.77% during this period. All CDs and Money Market investments are fully secured at a minimum of 100% of principal by pledged collateral of Letters of Credit held by the Federal Home Loan Bank, and FDIC insurance, which is currently at \$250,000 per

institution. Overall, Duncanville's investment interest earnings totaled \$150,472 for the quarter ended September 30, 2022.

In June of 2022, the City started implementing strategies to structure and diversify the portfolio as interest rates began to rise.

FUNDING SOURCE:

ORG and Object Number

n/a

Available Budget

n/a

Purchase Amount

n/a

After Encumber

n/a

ACTION ALTERNATIVES:

There is no City Council action required.

ATTACHMENTS:

[FY22 Q4 Investment Report](#)



City of Duncanville, Texas
QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2022

Prepared by
Valley View Consulting, L.L.C.

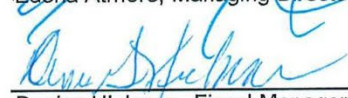
The investment portfolio of the City of Duncanville is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.



Agustín (Gus) García, Managing Director of Development Services



Edena Atmore, Managing Director of Fiscal Services



Denise Hickman, Fiscal Manager

Disclaimer: These reports were compiled using information provided by the City of Duncanville. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

Asset Type	September 30, 2021			September 30, 2022		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
DDA	0.59%	\$ 8,868,228	\$ 8,868,228	0.60%	\$ 34,626,146	\$ 34,626,146
MMA/LGIPs	0.32%	26,676,579	26,676,579	2.52%	31,912,698	31,912,698
CDs	0.27%	33,066,723	33,066,723	3.11%	12,505,086	12,505,086
Totals		\$ 68,611,531	\$ 68,611,531		\$ 79,043,930	\$ 79,043,930
Fourth Quarter-End Yield	0.33%			1.77%		

Fiscal Year Average Yield (1):

2021 Fiscal Year		2022 Fiscal Year	
Duncanville	0.46%		0.86%
Rolling Three Month Treasury	0.06%		1.06%
Rolling Six Month Treasury	0.08%		1.01%
TexPool	0.05%		0.70%
Fiscal YTD Interest Earnings	\$ 315,810 Approximate	\$ 262,112 Approximate	

(1) Fiscal Year Average Yield - calculated using the City's annual interest income divided by average quarter end portfolio Book Value, and does not reflect a total return analysis or account for advisory fees. Benchmark average yields calculated using quarter end report yields.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2022		September 30, 2022		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
DDA	\$ 41,968,751	\$ 41,968,751	\$ 34,626,146	\$ 34,626,146	0.60%
MMA/LGIPs	31,766,112	31,766,112	31,912,698	31,912,698	2.52%
CDs	2,502,218	2,502,218	12,505,086	12,505,086	3.11%
Totals	\$ 76,237,081	\$ 76,237,081	\$ 79,043,930	\$ 79,043,930	1.77%

Current Quarter Weighted Average Yield (1)

Total Portfolio	1.77%
Rolling Three Month Treasury	2.76%
Rolling Six Month Treasury	2.46%
TexPool	2.41%

Fiscal Year-to-Date Weighted Average Yield (2)

Total Portfolio	0.86%
Rolling Three Month Treasury	1.06%
Rolling Six Month Treasury	1.01%
Average Monthly TexPool	0.70%

Interest Earnings (Approximate)

Quarterly Interest Income	\$ 150,472
Year-to-date Interest Income	\$ 262,112

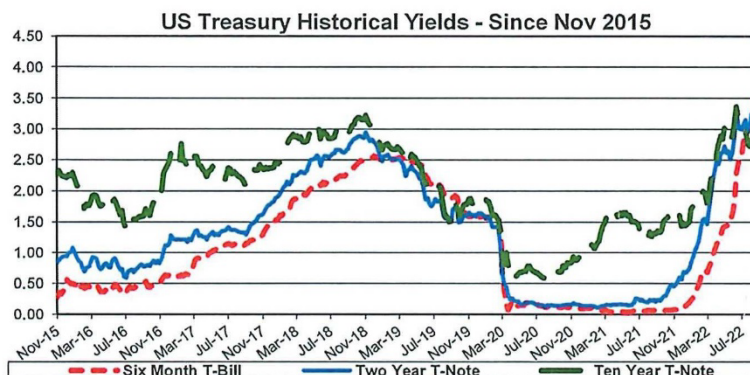
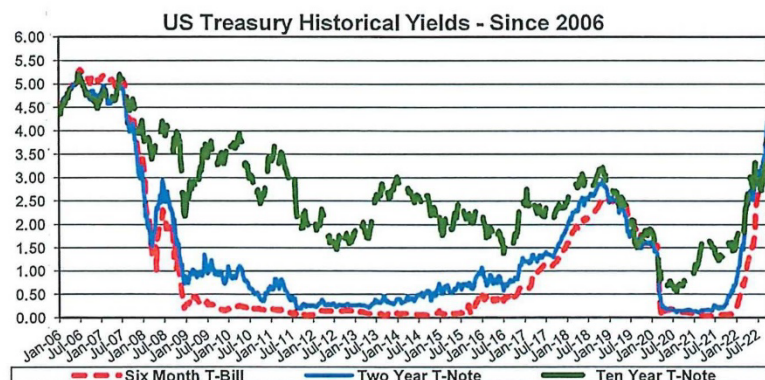
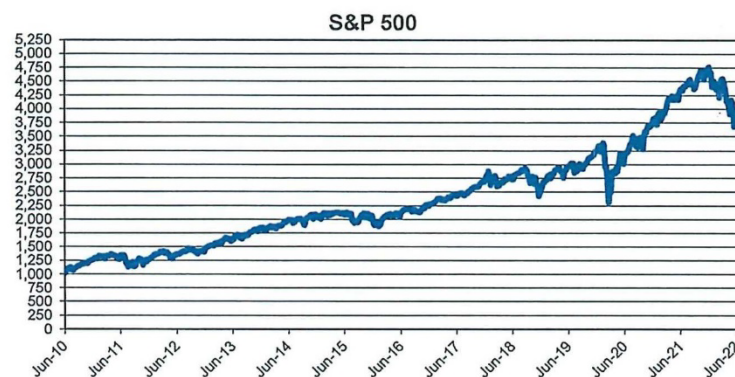
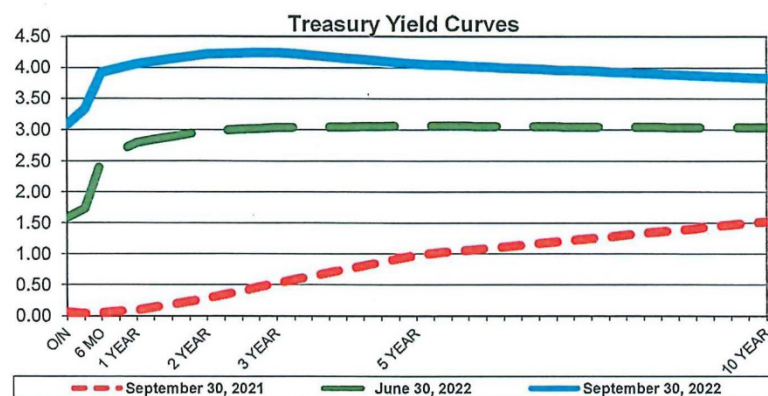
(1) Current Quarter Weighted Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

(2) Fiscal Year-to-Date Weighted Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

9/30/2022

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.75% to 3.00% - 3.25% September 21st (Effective Fed Funds are trading +/-3.10%). The FOMC continued actively reducing their balance sheet. An additional 0.50% - 0.75% increase is currently anticipated November 2nd. Second Quarter GDP was confirmed at -0.6%. Domestic and international economies are slowing. September Non-Farm Payroll added 263k new jobs with a Three Month Average of 372k. Crude oil fell below \$80 per barrel, but OPEC+ announced a target production reduction of 2 million barrels/day. The Stock Markets continued bouncing down and are +/-20% below the 2021 peak. The negatively sloped yield curve (6 months to 10 years, with peak yield at 3 years) may indicate lower future interest rates. Inflation remained well over the FOMC 2% target (Core PCE +/-4.9% and CPI exceeding 8%).



Investment Holdings

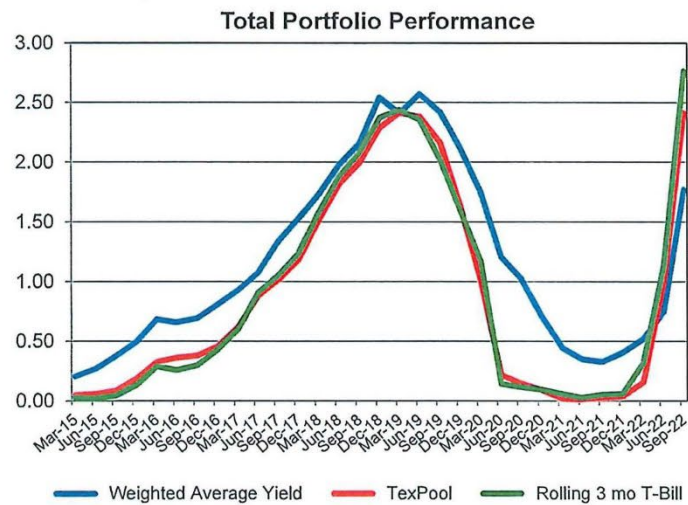
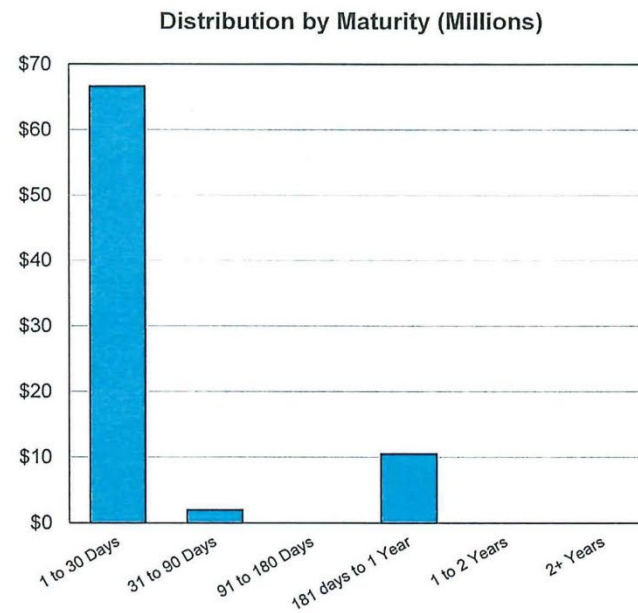
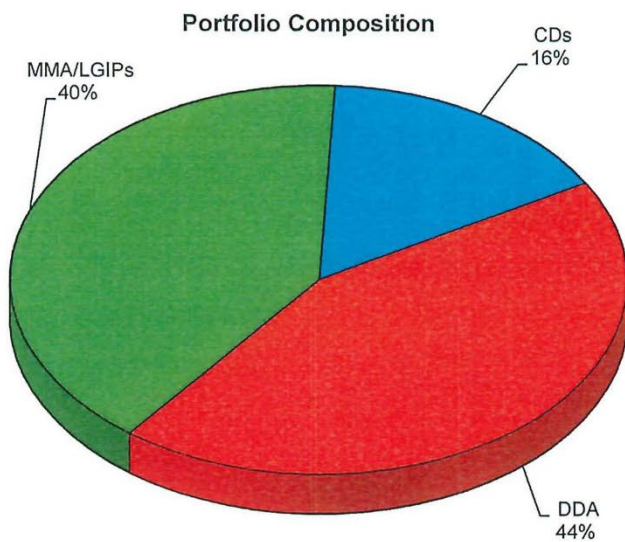
September 30, 2022

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank DDA (3)		0.60%	10/01/22	09/30/22	\$ 34,626,146	\$ 34,626,146	1.00	\$ 34,626,146	1	0.60%
NexBank IntraFi MMA		3.05%	10/01/22	09/30/22	23,656,414	23,656,414	1.00	23,656,414	1	3.05%
Prosperity Bank MMA		0.60%	10/01/22	09/30/22	6,520,460	6,520,460	1.00	6,520,460	1	0.60%
TexPool	AAAm	2.41%	10/01/22	09/30/22	5,071	5,071	1.00	5,071	1	2.41%
LOGIC LGIP	AAAm	2.48%	10/01/22	09/30/22	1,730,753	1,730,753	1.00	1,730,753	1	2.48%
East West Bank CD		0.17%	11/04/22	11/04/21	2,003,076	2,003,076	100.00	2,003,076	35	0.17%
Texas Brand Bank CD		0.30%	04/07/23	04/07/22	500,374	500,374	100.00	500,374	189	0.30%
Texas Capital Bank		3.70%	06/28/23	09/28/22	5,000,000	5,000,000	100.00	5,000,000	271	3.70%
East West Bank CD		3.98%	09/28/23	09/28/22	5,001,636	5,001,636	100.00	5,001,636	363	3.98%
					<u>\$ 79,043,930</u>	<u>\$ 79,043,930</u>		<u>\$ 79,043,930</u>	<u>43</u>	<u>1.77%</u>
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

(3) **Earnings Credit Rate** - Wells Fargo balances are used to to offset bank fees generating an estimated Earnings Credit Rate.



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/22	Increases	Decreases	Book Value 09/30/22	Market Value 06/30/22	Change in Market Value	Market Value 09/30/22
Wells Fargo Bank DDA	0.60%	10/01/22	\$ 41,968,751	\$ —	\$ (7,342,605)	\$ 34,626,146	\$ 41,968,751	\$ (7,342,605)	\$ 34,626,146
NexBank MMA	1.18%	10/01/22	9,966	—	(9,966)	—	9,966	(9,966)	—
NexBank IntraFi MMA	3.05%	10/01/22	23,517,732	138,682	—	23,656,414	23,517,732	138,682	23,656,414
Prosperity Bank MMA	0.60%	10/01/22	6,511,714	8,746	—	6,520,460	6,511,714	8,746	6,520,460
TexPool	2.41%	10/01/22	5,045	26	—	5,071	5,045	26	5,071
LOGIC LGIP	2.48%	10/01/22	1,721,654	9,098	—	1,730,753	1,721,654	9,098	1,730,753
East West Bank CD	0.17%	11/04/22	2,002,218	858	—	2,003,076	2,002,218	858	2,003,076
Texas Brand Bank CD	0.30%	04/07/23	500,000	374	—	500,374	500,000	374	500,374
Texas Capital Bank	3.70%	06/28/23	—	5,000,000	—	5,000,000	—	5,000,000	5,000,000
East West Bank CD	3.98%	09/28/23	—	5,001,636	—	5,001,636	—	5,001,636	5,001,636
TOTAL/AVERAGE	1.77%		\$ 76,237,081	\$ 10,159,420	\$ (7,352,571)	\$ 79,043,930	\$ 76,237,081	\$ 2,806,849	\$ 79,043,930

Allocation
September 30, 2022

Book & Market Value

	Total	General	ARPA	Utility	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	\$ 34,626,146	\$34,626,146	\$ —	\$ —	\$ —	\$ —
NexBank MMA	—	—	—	—	—	—
NexBank IntraFi MMA	23,656,414	15,763,640	—	—	—	7,892,774
Prosperity Bank MMA	6,520,460	1,506,878	4,511,506	502,075	—	—
TexPool LGIP	5,071	5,071	—	—	—	—
LOGIC LGIP	1,730,753	1,730,753	—	—	—	—
11/04/22–East West Bank CD	2,003,076	2,003,076	—	—	—	—
04/07/23–Texas Brand Bank CD	500,374	—	—	—	500,374	—
06/28/23–Texas Capital Bank	5,000,000	—	—	5,000,000	—	—
09/28/23–East West Bank CD	5,001,636	—	—	—	—	5,001,636
Total	\$ 79,043,930	\$55,635,564	\$ 4,511,506	\$ 5,502,075	\$ 500,374	\$ 12,894,410

Allocation
June 30, 2022

Book & Market Value

	Total	General	ARPA	Utility	Economic Development	Capital Replacement	Capital Projects Construction
Wells Fargo Bank DDA	\$ 41,968,751	\$41,968,751	\$ —	\$ —	\$ —	\$ —	\$ —
NexBank MMA	9,966	5,985	—	3,485	—	496	—
NexBank IntraFi MMA	23,517,732	15,667,903	—	—	—	—	7,849,829
Prosperity Bank MMA	6,511,714	1,504,544	4,505,656	501,515	—	—	—
TexPool LGIP	5,045	5,045	—	—	—	—	—
LOGIC LGIP	1,721,654	1,721,654	—	—	—	—	—
11/04/22—East West Bank CD	2,002,218	2,002,218	—	—	—	—	—
04/07/23—Texas Brand Bank CD	500,000	—	—	—	500,000	—	—
Total	\$ 76,237,081	\$62,876,100	\$ 4,505,656	\$ 505,000	\$ 500,000	\$ 496	\$ 7,849,829