



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, June 6, 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, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, June 6, 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, June 6, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, June 6, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING**1. DISCUSS AGENDA ITEMS****2. CITY COUNCIL CALENDAR****3. BRIEFINGS / PRESENTATIONS**

- | | | |
|----|---|---------|
| A. | Discussion on Audit Committee.
Audit Committee - Discussion | 5 |
| B. | Briefing to City Council regarding the 2023 Best Southwest Juneteenth Celebration.
Best Southwest Juneteenth Celebration | 6 - 8 |
| C. | Receive a presentation and discuss reuse of wood materials following the demolition of Kidsville.
Kidsville Material Reuse | 9 |
| D. | Discussion to consider amending Ordinance No. 2299 By Amending Chapter 5, Section 5-27 Building And General Building Regulations And Chapter 9, Section 9-51 Fire Prevention And Protection In The Portions Regarding Automatic Sprinkler System, And Replacing It With The Language Provided By The City Attorney.
Discussion on Ordinance 2299 | 10 - 30 |

EXECUTIVE SESSION

1. City Council shall convene into closed executive session with the City Attorney pursuant to Section 551.071(2), Tex. Gov. Code to seek legal advice regarding declaration of salvage property, disposal of same, and liability of city personal property.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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.

2. PROCLAMATIONS AND PRESENTATIONS

- | | | |
|----|--|---------|
| A. | Recognition of Keep Duncanville Beautiful Summer 2023 Curb Appeal Residential Properties.
Keep Duncanville Beautiful Spring 2023 Curb Appeal | 31 - 35 |
| B. | Presentation of the Keep Duncanville Beautiful Summer 2023 Business Beautification Award Plaque and Proclamation to Red Bird Lanes located at 1114 S. Main St.
Summer 2023 Business Beautification Award - Red Bird Lanes | 36 - 39 |
| C. | Proclamation in recognition of Juneteenth Day in Duncanville 2023.
Proclamation - Juneteenth | 40 - 43 |

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. 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 will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"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.

4. CONSENT AGENDA

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

- | | | |
|----|--|---------|
| A. | Consider a Resolution approving the third contract renewal option for IFB #20-018 Pavement Markings Supply and Installation Services with Elite Striping, LLC, in the estimated expenditure amount of \$106,602.00.
Pavement Markings | 44 - 51 |
| B. | Consider a Resolution approving an Agreement of Cooperation between the City of Duncanville, Texas, and Dallas County for CDBG/HOME/ESG Programs.
CDBG Agreement of Cooperation | 52 - 60 |
| C. | Consider a Resolution approving a Memorandum of Understanding (MOU) by and between the City of Cedar Hill, Texas, the City of DeSoto, Texas, the City of Lancaster, Texas, and the City of | 61 - 70 |

Duncanville, Texas, for an interlocal agreement to partner in the Best Southwest Juneteenth Celebration which is attached hereto as Exhibit 'A'.

[MOU - Best Southwest Juneteenth Celebration](#)

- D. Consider a Resolution ratifying the existing Professional Services Agreement 22-0033 terms with TEAM Consultants, Inc., and increasing the contract amount by \$50,001.00, from \$49,999.00 to \$100,000.00 for materials testing and geotechnical services. 71 - 93

[Materials Testing and Geotechnical Services with TEAM Consultants, Inc.](#)

- E. Consider a Resolution authorizing a one-time procurement of building inspection services with Bureau Veritas in the unit amount with an estimated annual expenditure amount of seventy thousand dollars \$70,000.00. 94 - 118

[Bureau Veritas Building Inspection funding request.](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider an Ordinance revising the operating budget for Fiscal Year 2022-2023 by appropriating supplemental revenues and revising expenditures. 119 - 131

[Ordinance amending the operating budget for Fiscal Year 2022-2023](#)

- B. Election of Mayor Pro Tem for 2023-2024. 132 - 133

[Elect Mayor Pro Tem](#)

- C. Appoint three City Councilmembers and two citizens to serve on the Audit Committee, and designate a chairman for the committee. 134 - 138

[Audit Committee Appointment](#)

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

6. STAFF AND BOARD REPORTS

- A. Receive the Public Works Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted by the following date and time: **Thursday, June 1, 2024, by 12:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Kristin Downs, Interim City Secretary/Chief Operations Officer

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

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



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Discussion on Audit Committee.

Vision Statement:

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

STAFF RESPONSIBLE:

Robert D. Brown, Jr., Interim City Manager

BACKGROUND/HISTORY:

On May 23, 2023, Audit Committee Chair Patrick Harvey requested an item be brought to City Council in regards to changes to the Audit Committee Resolution.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Amend Resolution.
2. Do not Amend the Resolution.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Briefing to City Council regarding the 2023 Best Southwest Juneteenth Celebration.

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.**
- **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:

Bart Stevenson, Director of Parks and Recreation
Angela Owens, Special Events Planner

BACKGROUND/HISTORY:

Staff will provide an update on the planning efforts for the 2023 Best Southwest Juneteenth Celebration to be held on Saturday, June 17, 2023. The City of Duncanville, in partnership with the cities of Cedar Hill, DeSoto, and Lancaster, will be host to the annual Best Southwest Juneteenth Celebration on Saturday, June 17, 2023, from 3:00 PM to 10:00 PM at Armstrong Park. The celebration will include Live Music, a Cultural Expo presented by the Duncanville Arts Commission, an Author's Expo organized by Dr. Jean Pemberton Jones, a Wellness Expo, vendor booths, and bounce houses for the kids.

POLICY EXPLANATION:

Staff will be updating the Council regarding the 2023 Best Southwest Juneteenth Celebration.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Juneteenth 2023](#)



BEST SOUTHWEST JUNETEENTH CELEBRATION

Powered by Parks & Recreation

A Joyous Expression of Culture and Freedom

COME EXPERIENCE THE BLACK AUTHOR WORKSHOPS,
HEALTH & WELLNESS EXPO, FITNESS CLASSES,
CULTURAL ART COLLECTIVE FEATURING LOCAL ARTISTS,
KID-ZONE, MUSICAL PERFORMANCES, FOOD TRUCKS,
FAMILY FUN, AND MORE.

SATURDAY
JUNE
17TH

**ARMSTRONG PARK IN
DUNCANVILLE**

100 JAMES COLLINS BLVD.
DUNCANVILLE, TX 75116

DOORS OPEN @ 3PM
PERFORMANCES BEGIN @ 6PM

FOR MORE INFO PLEASE CALL 972-780-5070





STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Receive a presentation and discuss reuse of wood materials following the demolition of Kidsville.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

Kidsville is scheduled for demolition following the annual July 4th Celebration. The Council and community have expressed interest in reusing the existing wood for various projects. Staff will update the Council on options for reuse of the materials.

POLICY EXPLANATION:

There are no policies relevant to this discussion.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

No formal action is required for this item.



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Discussion to consider amending Ordinance No. 2299 By Amending Chapter 5, Section 5-27 Building And General Building Regulations And Chapter 9, Section 9-51 Fire Prevention And Protection In The Portions Regarding Automatic Sprinkler System, And Replacing It With The Language Provided By The City Attorney.

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.**
- **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

BACKGROUND/HISTORY:

The requirements of the International Fire Code (IFC) places restrictions on the City of Duncanville as it relates to approving businesses that wish to occupy/move into vacant suites. The current rules, which were last approved under ordinance No. 2299 in February 2017 requires both buildings under 35 feet or more in height and new buildings over 6,000 sq. ft. and existing buildings over 10,000 sq. ft. to have an automatic sprinkler system installed throughout the building. Staff would like Council to consider the following considerations to address the sprinkler retrofit problem:

- Amend the language to grandfather buildings whose use remain consistent with uses allowed and legal prior to the adoption of the 2015 IFC on February 21, 2017, where the use does not pose any additional fire or safety hazards as determined by the Fire Marshal.
- Provide alternative fire suppression methods that meet the health and safety requirements set forth by the International Fire Code.
- Allow fire walls to be utilized as separate buildings to reduce the square footage of the building footprint to accommodate existing buildings under 6,000 square feet.

POLICY EXPLANATION:

Both the 2015 IFC and 2015 IBC that were adopted in 2015 were amended to include the language below:

Amend Section 903.2.11 by amending Section 903.2.11.3 and adding Sections 903.2.11.7, 903.2.11.8, and 903.2.11.9 to read as follows:

"903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the International Building Code, located 35 feet 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

903.2.11.9 New Buildings Over 6,000 sq. ft and Existing Buildings over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all new buildings with a building area 6,000 sq. ft. or greater, and existing buildings that are enlarged to 10,000 sq. ft. or greater, and throughout all existing buildings with a building area of 10,000 sq. ft. or greater when there is a change of use or discontinuation of use, regardless of the length of vacancy or discontinuation of use. Any change in use in existing buildings regardless of square footage, may require fire sprinklers based on hazard. For the purpose of this provision, fire walls shall not define separate buildings.

Exception a: Open parking garages in compliance with Section 406.5 of the *International Building Code*."

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

How would Council like staff to proceed?

ATTACHMENTS:

[Ordinance No. 2299 - Building and General Building Regulations](#)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2299

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY REPEALING CHAPTER 5, BUILDING AND GENERAL BUILDING REGULATIONS, ARTICLE II, DIVISION 3, AND REPLACING WITH A NEW CHAPTER 5, ARTICLE II, DIVISION 3, "INTERNATIONAL RESIDENTIAL CODE," TO ADOPT THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION, AS THE CITY OF DUNCANVILLE RESIDENTIAL BUILDING CODE; PROVIDING AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE 2015 EDITION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; EXCEPT HOWEVER, WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW FOR SUCH OFFENSE WHICH IS A VIOLATION OF ANY PROVISION OF LAW THAT GOVERNS FIRE SAFETY, ZONING, OR PUBLIC HEALTH AND SANITATION, INCLUDING DUMPING OF REFUSE, THE PENALTY SHALL BE A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known generally as the "International Codes"); and

WHEREAS, the City's building and construction codes are intended to be updated periodically, with the 2015 editions of the International Codes being the most current published building and construction codes for which local amendments have been developed; and

WHEREAS, the City Council of the City of Duncanville has determined that it is in the best interest of the citizens of the City of Duncanville to adopt the 2015 editions of the International Codes, as stated herein, as the minimum standards for the construction, use, occupancy and maintenance of buildings and structures within the City limits, as set forth herein, and to adopt local amendments to said codes in order to account for unique local practices and/or conditions relating to the design and construction of structures within the City;

TM 83324

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

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas be and the same is hereby amended by amending Chapter 5, Article II, Division 3, in part to adopt the International Residential Code, 2015 Edition, with amendments to read as follows:

“DIVISION 3 - INTERNATIONAL RESIDENTIAL CODE

Sec. 5-28 - Adopted.

There is hereby adopted the International Residential Code, 2015 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Section 5-30 – Generally; amendments

The following sections of the International Residential Code, 2015 Edition, are hereby amended to read as follows:

1. Amend Section R102.4 to read as follows:

“R102.4 Referenced Codes and Standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.”

2. Delete Section R104.10.1 in its entirety.

3. Delete Sections R105.3.1.1& R106.1.4. in its entirety.

4. Delete Section R110 and subsections (R110.1 through R110.5).

5. Amend Section R112.1 in its entirety and replace with R112.1 to read as follows:

“Section R112.1. General. Any person shall have the right to appeal a decision of the code official to the Zoning Board of Adjustment established by ordinance. The board shall be governed by the enabling ordinance. {delete balance of section}”

6. In Section R202, change definition of Townhouse, to read as follows:

“TOWNHOUSE. A single family dwelling unit constructed in a group of attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.”

7. Amend Table R301.2 (1) as follows: (No changes to footnotes)

TABLE R301.2 (1); fill in as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Special Wind Region ^l	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22° F	No	Local Code	150	64.9° F

8. Amend Section R302.1 to add exception #6 to read as follows:

“R302.1

.....

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.”

9. Amend Section R302.3 to add exception #3 to read as follows:

“Exceptions:

1.

2.

3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.”

10. Amend Section R302.5.1 to read as follows:

“R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.”

TM 83324

11. Amend the exception to Section R303.3 to add and amend to read as follows:

“Exception: {remainder unchanged} Exhaust air from the space shall be exhaust out to the outdoors, unless the space contains only a water closet, a lavatory, or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.....”

12. Delete subsections of Section R313 in their entirety.

13. Amend Section R315.2.2 to read as follows:

“Exception:

2. Installation, alteration or repairs of electrical powered

14. Delete Section R322 in its entirety.

15. Amend Section R326 to read as follows:

“R326.1 General. The design and construction of pools and spas shall comply with the 2015 IRC Appendix Q. Swimming Pools, Spas and Hot Tubs.”

16. Amend Section R401.2 by adding a new paragraph following the existing paragraph to read as follows.

“Section R401.2. Requirements.

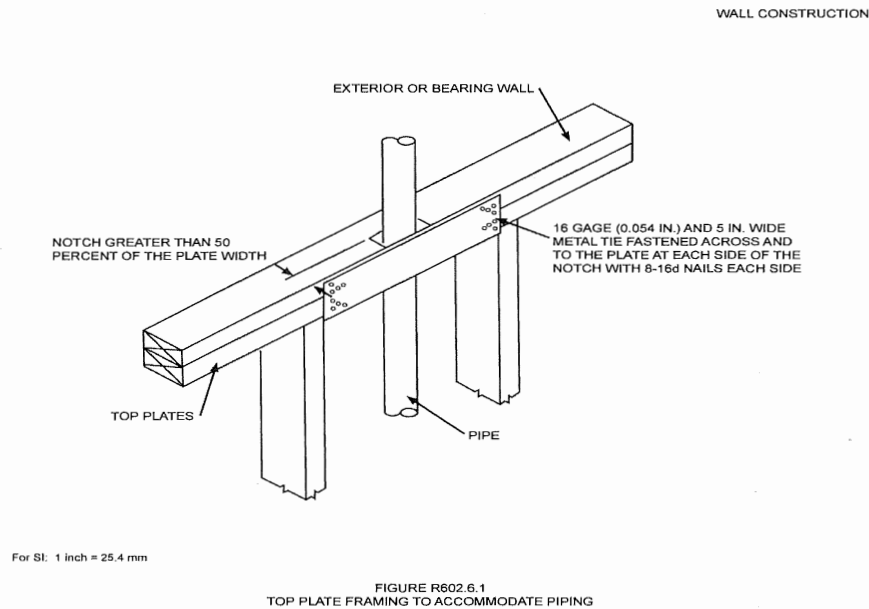
Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.”

17. Amend Section R602.6.1 to read as follows:

“R602.6.1 Drilling and Notching of Top Plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening.”

See figure R602.6.1.....

18. Delete Figure R602.6.1 and add the following figure:



19. Amend Section R703.8.4.1 to add a second paragraph to read as follows:

“R703.8.4.1

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.”

20. Amend Section R902.1 and add exception #3 to read as follows:

“R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed in areas designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line.

Exceptions:

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1.

2.

3.

4.

5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed (area defined by jurisdiction)."

21. Chapter 11 [RE] – Energy Efficiency is deleted in its entirety and replaced with the following:

"N1101.1 Scope. This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code.

N1101.2 Compliance. Compliance shall be demonstrated by meeting the requirements of the residential provisions of 2015 International Energy Conservation Code."

22. Amend Section M1305.1.3 to read as follows:

"M1305.1.3 Appliances in attics. *Attics* containing *appliances* shall be provided sides of the *appliance* where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for *access* to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb. (136 kg) capacity.
3. An access door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the appliance can be serviced and removed through the required opening.
2. Where the passageway is unobstructed"

TM 83324

23. Amend Section M1411.3 to read as follows:

“M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain.”

24. Amend Section M1411.3.1, Items 3 and 4 to read as follows:

“M1411.3.1 Auxiliary and secondary drain systems.

1.
2.
3. An auxiliary drain pan with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.
4. A water level detection device overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.”

25. Amend Section M1411.3.1.1 to read as follows:

“M1411.3.1.1 Water-level monitoring devices. On down-flow units installed in the drain line. A water level detection device may be installed only with prior approval of the building official. ”

26. Amend Section M1503.4 and add exceptions to read as follows:

“M1503.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be mechanically or naturally provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.”

“Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.”

27. Amend Section M2005.2 to read as follows:

“M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that combustion air will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the International Energy Conservation Code and equipped with an approved self-closing device. Installation of direct-vent water heaters within an enclosure is not required.”

28. Delete Section G2408.3 (305.5) in its entirety.

29. Amend Section G2415.2.1 (404.2.1) by adding a second paragraph to read as follows:

“Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING 1/2 to 5 psi gas pressure Do Not Remove"

30. Amend Section G2415.2.2 (404.2.2) by adding an exception to read as follows:

“.....

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).”

31. Amend Section G2415.12 (404.12) to read as follows:

“G2415.12 (404.12) Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (457 mm) below grade, except as provided for in Section G2415.12.1”

32. Amend Section G2417.1 to read as follows:

“G2417.1 (406.1) General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.7.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the building official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.”

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33. Amend Section G2417.4 to read as follows:

“G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.”

34. Amend Section G2417.4.1 to read as follows:

“G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than 3 psig (20 kPa gauge), or at the discretion of the Building Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.”

35. Amend Section G2417.4.2, to read as follows:

“G2417.4.2 (406.4.2) Test Duration. The test duration shall be held for a length of time satisfactory to the Building official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the building official, but in no case for less than thirty (30) minutes.”

36. Add Section G2420.1.4 to read as follows:

“G2420.1.4 Valves in CSST Installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out

excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.”

37. Amend Section G2420.5.1 (409.5.1) to read as follows:

“G2420.5.1 (409.5.1) Located within the same room. The shutoff valvein accordance with the appliance manufacturer’s instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.”

38. Amend Section G2421.1 (410.1) and add an Exception to read as follows:

“G2421.1 (410.1) Pressure regulators. A line pressure regulator shall be approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.”

39. Amend Section G2422.1.2.3 (411.1.3.3) by deleting Exception 1 and Exception 4.

40. Amend Section G2445.2 (621.2) by adding an Exception to read as follows:

“G2445.2 (621.2) Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing approved unvented room heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the Building Official unless an unsafe condition is determined to exist as described in International Fuel Gas Code, Section 108.7.”

41. Amend Section G2448.1.1 (624.1.1) to read as follows:

“G2448.1.1 (624.1.1) Installation requirements. The requirements for water heaters relative to access, sizing, relief valves, drain pans and scald protection shall be in accordance with this code.”

42. Amend Section P2801.6.1 to read as follows:

“Section P2801.6.1 Pan size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect

waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.”

43. Amend Section P2804.6.1 to read as follows:

“P2804.6.1 Requirements for discharge pipe.

The discharge piping serving a pressure-relief valve, temperature-relief valve or combination valve shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.

.....”

44. Amend Section P2801.7 by adding an Exception to read as follows:

“P2801.7

Exceptions:

1. Electric Water Heater.”

45. Amend Section P2902.5.3, to read as follows:

“P2902.5.3 Lawn Irrigation Systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure

principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.”

46. Section P3003.9 delete the exception.

47. Section P3111 is deleted in its entirety.

48. Section P3112.2 is deleted and replaced with the following:

“P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain-board height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.”

49. Appendix Q Reserved. Amended to read as follows:

“Appendix Q. Swimming Pools, Spas and Hot Tubs.

SECTION AQ101 GENERAL

AQ101.1 General.

The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- or two-family dwelling.

AQ101.2 Pools in flood hazard areas.

Pools that are located in flood hazard areas established by Table R301.2(1), including above-ground pools, on-ground pools and in-ground pools that involve placement of fill, shall comply with Section AQ101.2.1 or AQ101.2.2.

Exception: Pools located in riverine flood hazard areas which are outside of designated floodways.

AQ101.2.1 Pools located in designated floodways.

Where pools are located in designated floodways, documentation shall be submitted to the building official which demonstrates that the construction of the pool will not increase the design flood elevation at any point within the jurisdiction.

AQ101.2.2 Pools located where floodways have not been designated.

Where pools are located where design flood elevations are specified but floodways have not been designated, the applicant shall provide a floodway analysis that demonstrates that the proposed pool will not increase the design flood elevation more than 1 foot (305 mm) at any point within the jurisdiction.

SECTION AQ102 DEFINITIONS**AQ102.1 General.**

For the purposes of these requirements, the terms used shall be defined as follows and as set forth in Chapter 2.

ABOVE-GROUND/ON-GROUND POOL. See "Swimming pool."

BARRIER. A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

HOT TUB. See "Swimming pool."

IN-GROUND POOL. See "Swimming pool."

RESIDENTIAL. That which is situated on the premises of a detached one- or two-family dwelling, or a one-family townhouse not more than three stories in height.

SPA, NONPORTABLE. See "Swimming pool."

SPA, PORTABLE. A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

SWIMMING POOL, INDOOR. A swimming pool which is totally contained within a structure and surrounded on all four sides by the walls of the enclosing structure.

SWIMMING POOL, OUTDOOR. Any swimming pool which is not an indoor pool.

SECTION AG103 SWIMMING POOLS

AQ103.1 In-ground pools.

In-ground pools shall be designed and constructed in compliance with ANSI/NSPI-5.

AQ103.2 Above-ground and on-ground pools.

Above-ground and on-ground pools shall be designed and constructed in compliance with ANSI/NSPI-4.

AQ103.3 Pools in flood hazard areas.

In flood hazard areas established by Table R301.2(1), pools in coastal high-hazard areas shall be designed and constructed in compliance with ASCE 24.

SECTION AQ104 SPAS AND HOT TUBS

AQ104.1 Permanently installed spas and hot tubs.

Permanently installed spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-3.

AQ104.2 Portable spas and hot tubs.

Portable spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-6.

SECTION AQ105 BARRIER REQUIREMENTS

AQ105.1 Application.

The provisions of this appendix shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs.

AQ105.2 Outdoor swimming pool. An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least 48 inches (1219mm) above grade measured on the side of the barrier, which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51mm) measured on the side of the barrier, which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102mm).

2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102mm) sphere.
3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches (44mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.
5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.
6. Maximum mesh size for chain link fences shall be a 2.25-inch (57 mm) square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to not more than 1.75 inches (44 mm).
7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1.75 inches (44 mm).
8. Access gates shall comply with the requirements of Section AQ105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:
 - 8.1. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and
 - 8.2. The gate and barrier shall have not opening greater than 0.5 inch (13 mm) within 18 inches (457 mm) of the release mechanism.
9. Where a wall of a dwelling serves a part of the barrier one of the following conditions shall be met:
 - 9.1. The pool shall be equipped with a powered safety cover in compliance with ASTM F1346; or

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9.2. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch (es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or

9.3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:

10.1. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or

10.2. The ladder or steps shall be surrounded by a barrier which meets the requirements of Section AQ105.2, Items 1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter (102 mm) sphere.

AQ105.3 Indoor swimming pool. Walls surrounding an indoor swimming pool shall comply with Section AQ105.2, Item 9.

AQ105.4 Prohibited locations. Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb them.

AQ105.5 Barrier exceptions. Spas or hot tubs with a safety cover which complies with ASTM F 1346, as listed in Section AQ107, shall be exempt from the provisions of this appendix

SECTION AQ106 ENTRAPMENT PROTECTION FOR SWIMMING POOL AND SPA SUCTION OUTLETS

AQ106.1 General.

Suction outlets shall be designed and installed in accordance with ANSI/APSP-7.

SECTION AQ107 ABBREVIATIONS

AQ107.1 General.

ANSI—American National Standards Institute
11 West 42nd Street
New York, NY 10036

APSP—Association of Pool and Spa Professionals
 NSPI—National Spa and Pool Institute
 2111 Eisenhower Avenue
 Alexandria, VA 22314

ASCE—American Society of Civil Engineers
 1801 Alexander Bell Drive
 Reston, VA 98411-0700

ASTM—ASTM International
 100 Barr Harbor Drive
 West Conshohocken, PA 19428

UL—Underwriters Laboratories, Inc.
 333 Pfingsten Road
 Northbrook, IL 60062-2096

SECTION AQ108 REFERENCED STANDARDS

AQ108.1 General.

ANSI/NSP

ANSI/NSPI- 3—99	Standard for Permanently Installed Residential Spas	AQ104.1
ANSI/NSPI- 4—99	Standard for Above-ground/ On-ground Residential Swimming Pools	AQ103.2
ANSI/NSPI- 5—03	Standard for Residential In-ground Swimming Pools	AQ103.1
ANSI/NSPI- 6—99	Standard for Residential Portable Spas	AQ104.2

ANSI/APSP

ANSI/APSP- 7—06	Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins	AQ106.1
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ASCE

ASCE/SEI- 24—05	Flood-resistant Design and Construction	AQ103.3
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ASTM

ASTM F 1346—91 (2003)	Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools Spas and Hot Tubs	AQ105.2, AQ105.5
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UL

UL 2017— 2000	Standard for General-purpose Signaling Devices and Systems—with revisions through June 2004”	AQ105.2
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SECTION 2. If any section, subsection, paragraph, sentence, phrase or work in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Duncanville, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 3. That the repeal of any ordinance or any portion thereof by the preceding sections shall not affect or impair any act done or right vested or accrued or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceedings, suit or prosecution had or commenced shall remain in full force and effect to all intents or purposes as if such ordinance or part thereof so repealed shall remain in force.

SECTION 4. That any person, firm or corporation violating any of the provisions of this ordinance or the Code of Ordinances as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Duncanville, Texas, shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established

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by State law for such offense, the penalty shall be that fixed by State law, and for any offense which is a violation of any provision of law that governs fire safety, zoning or public health and sanitation, including dumping of refuse, the penalty shall be fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 5. That this ordinance shall become effective immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of Duncanville, Texas, this the 7th day of March, 2017.

APPROVED:



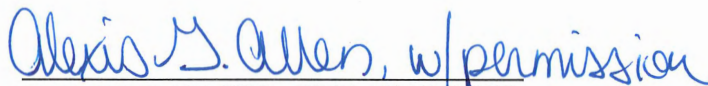
 DAVID L. GREEN, MAYOR

ATTEST:



 MARY E. JONES, CITY SECRETARY

APPROVED AS TO FORM:



 ROBERT E. HAGER, CITY ATTORNEY



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Recognition of Keep Duncanville Beautiful Summer 2023 Curb Appeal Residential Properties.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:

The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Curb Appeal Program was designed to fill this goal for residential property recognition. The properties chosen for the Summer 2023 Curb Appeal Residential Properties include:

District 1: Deronda Lewis
130 S. Capri
Duncanville, TX 75116



District 2: Jorge Paniagua
610 Parkwood Cir.
Duncanville, TX 75116



District 3: Efrain Muñoz
327 E. Magnolia Ln.
Duncanville, TX 75137



District 4: Billy Roy Smith
702 Athenia Way
Duncanville, TX 75137



District 5: Marcianan Guadalupe Olvera
1248 Misty Ln.
Duncanville, TX 75116



POLICY EXPLANATION:

One residential property for each of the five Council Districts in Duncanville is recognized each season for significant improvements to the exterior portion of the residence, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards. Upon approval from the property owners, each recipient receives a sign placed in their yard for a period of one month as well as a bag of gardening gifts, and recognition at a regular City Council meeting.

A Keep Duncanville Beautiful (KDB) Board sub-committee selects the Curb Appeal properties for nomination – one property per sub-committee member.

The KDB Board follows the criteria identified below:

- Property must be located within the city limits of Duncanville, Texas
- Neatness
- Flowers not mandatory
- House in good condition
- Landscaping consistent with building
- Overall maintenance (i.e. paint, shrubs etc.)
- Subjective

No seasonal decorations are considered in the judging.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

N/A



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Presentation of the Keep Duncanville Beautiful Summer 2023 Business Beautification Award Plaque and Proclamation to Red Bird Lanes located at 1114 S. Main St.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:

The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fill this goal for commercial property recognition. The KDB Board has nominated Red Bird Lanes located at 1114 S. Main St. as the Summer 2023 Business Beautification Award recipient.

POLICY EXPLANATION:

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

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City’s Planning and Neighborhood Services and Utility Billing Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.

- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

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

FUNDING SOURCE:

ORG and Object Number

12011800-700230

Available Budget

\$75.00

Purchase Amount

\$75.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Red Bird Lanes](#)

[Proclamation - Keep Duncanville Beautiful Business Beautification Award](#)



OFFICE OF THE MAYOR



Duncanville
City of Champions

Proclamation

- WHEREAS,** the City of Duncanville is committed to improving the physical quality of community life; and
- WHEREAS,** the *Keep Duncanville Beautiful Board* was established to promote this commitment; and
- WHEREAS,** the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and
- WHEREAS,** each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and
- WHEREAS,** Red Bird Lanes located at 1114 S. Main St. has been selected as the Business Beautification Award recipient for Summer 2023.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating Red Bird Lanes located at 1114 S. Main St., and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 6th day of June, 2023.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Proclamation in recognition of Juneteenth Day in Duncanville 2023.

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.**
- **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:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

On June 19, 1865, Union soldiers led by Major General Gordon Granger arrived at Galveston, Texas to enforce President Lincoln's Emancipation Proclamation and declare freedom for all slaves. Each year thereafter, former Texas slaves and their descendants joined in a celebration of freedom on June 19th, and the day became known as “Juneteenth”. On August 3, 2021, the Duncanville City Council approved a resolution establishing Juneteenth as a city-observed holiday.

POLICY EXPLANATION:

The annual Best Southwest Juneteenth Celebration will be held on June 17, 2023, from 3:00 - 10:00 p.m. at Armstrong Park, 100 James Collins Blvd., Duncanville, TX 75116. We encourage all elected officials and citizens to join in the celebration.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Flyer - Juneteenth 2023](#)

[Attachment 2 - Proclamation - Juneteenth 2023](#)



BEST SOUTHWEST JUNETEENTH CELEBRATION

Powered by Parks & Recreation

A Joyous Expression of Culture and Freedom

COME EXPERIENCE THE BLACK AUTHOR WORKSHOPS,
HEALTH & WELLNESS EXPO, FITNESS CLASSES,
CULTURAL ART COLLECTIVE FEATURING LOCAL ARTISTS,
KID-ZONE, MUSICAL PERFORMANCES, FOOD TRUCKS,
FAMILY FUN, AND MORE.

SATURDAY
JUNE
17TH

**ARMSTRONG PARK IN
DUNCANVILLE**

100 JAMES COLLINS BLVD.
DUNCANVILLE, TX 75116

DOORS OPEN @ 3PM
PERFORMANCES BEGIN @ 6PM

FOR MORE INFO PLEASE CALL 972-780-5070



OFFICE OF THE MAYOR



Duncanville
City of Champions

Proclamation

WHEREAS, on June 19, 1865, Union soldiers led by Major General Gordon Granger arrived at Galveston, Texas to enforce President Lincoln's Emancipation Proclamation and declare freedom for all slaves; and

WHEREAS, each year thereafter, former Texas slaves and their descendants joined in a celebration of freedom on June 19th, and the day became known as "Juneteenth"; and

WHEREAS, across our nation, Americans continue to celebrate Juneteenth, a day to reflect upon the sufferings of slavery and to remember the joyful declaration of freedom; and

WHEREAS, it is a time of rejoicing with family and friends and a time for planning the future; and

WHEREAS, the 2023 Best Southwest Juneteenth Celebration will be held June 17, 2023 from 3:00 – 10:00 p.m. at Armstrong Park, 100 James Collins Blvd., Duncanville, TX 75146.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim June 19, 2023 as

JUNETEENTH RECOGNITION DAY IN DUNCANVILLE

and urge all citizens to acknowledge the importance of this date in the history of the African American culture. This celebration acknowledges the history of an important part of American society and aids in unifying our city, and our nation as a whole.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 6th day of June, 2023.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Consider a Resolution approving the third contract renewal option for IFB #20-018 Pavement Markings Supply and Installation Services with Elite Striping, LLC, in the estimated expenditure amount of \$106,602.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
John Borchardt, Traffic Operations Superintendent

BACKGROUND/HISTORY:

The City procures services for the removal and application of reflective “hot-applied” thermoplastic markings and raised button pavement markers to be installed at various locations in the city on an as-needed basis. “Hot-Applied” thermoplastic markings are one of the most common types of applications used for pavement markings. This type of application creates wear and crack-resistant markings and is very durable. Additionally, the highly reflective quality of thermoplastic markings makes for an excellent choice for road marking, especially for nighttime visibility. Ceramic raised pavement marker buttons provide maximum durability and the ultimate daytime/nighttime visibility without using painting stripes. Lane markings are an essential aspect of traffic control as they provide a guidance system for motorists and pedestrians on city streets and contribute to safety.

POLICY EXPLANATION:

This annual term contract is for labor, materials, and equipment to remove and install raised pavement markings and thermoplastic as needed.

FUNDING SOURCE:

ORG and Object Number
01066300-700450

Available Budget

\$106,602.00

Purchase Amount

\$106,602.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of \$106,602.00 for pavement markings supply and installation services.
2. Do not provide funding in the amount of \$106,602.00 for pavement markings supply and installation services.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-045 - Elite Striping, LLC Contract Renewal - Pdf](#)
[City of Duncanville-2023 Contract Renewal](#)

RESOLUTION NO. 2023-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE THIRD CONTRACT RENEWAL OPTION FOR IFB #20-018 PAVEMENT MARKINGS SUPPLY AND INSTALLATION SERVICES WITH ELITE STRIPING, LLC IN THE ESTIMATED EXPENDITURE AMOUNT OF \$106,602.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to provide pavement marking services at various locations within the City of Duncanville; and

WHEREAS, the City awarded IFB #20-018 to Elite Striping, LLC on July 21, 2020, for an initial one-year term, with four optional one-year renewal terms; and

WHEREAS, the City desires to exercise the third renewal option for pavement markings supply and installation services to Elite Striping, LLC; and

WHEREAS, this authorization will extend through July 21, 2024; with an estimated expenditure of \$106,602.00; and

WHEREAS, the City of Duncanville estimates that its purchases through the contract term will exceed \$50,000, and thus purchases through this contract require approval by the City Council.

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, Texas, hereby authorizes the third renewal option of IFB #20-018 with Elite Striping, LLC for pavement marking supply and installation services in an estimated expenditure amount of \$106,602.00.

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

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 6th day of June, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



ELECTRONICALLY TRANSMITTED

April 11, 2023

Elite Striping, LLC dba Action Services

Attn: Tommy Samaniego

1007 S. Cedar Hill Rd.

Cedar Hill, TX 75104

tommy@actionservices.net - Tommy@elitestripingllc.com
OfficeMGR@actionservices.net office@elitestripingllc.com

Re: NOTICE OF CONTRACT RENEWAL:

20-018 Pavement Markings Supply and Installation Services

Contract Renewal Term No 3: July 22, 2023 – July 21, 2024

The above reference contract will expire on July 21, 2023. The contract contains a provision to extend the term for one additional one-year renewal. The City of Duncanville wishes to exercise the third annual renewal option term from July 22, 2023 to July 21, 2024. All other terms and conditions of Contract 20-018 remain unchanged.

Please return this signed acknowledgement letter, along with a **copy of your current insurance certificate if applicable and W-9**, to purchasing@duncanville.com acknowledging receipt of the Notice of Contract Renewal.

Should you have any questions, please contact me at (972) 780-5006.

Sincerely,

Diane Mitchell

Purchasing Agent

972-780-5006

Page 3 of 4

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5006 P | diane.mitchell@duncanvilletx.gov



April 11, 2023

Acknowledgement of Contract Renewal Option

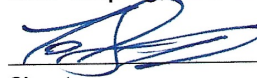
Contract Renewal #2
Pavement Marking Supply and Installation Services
 City of Duncanville Agreement IFB-20-018

By executing this document, contractor verifies:

1. That it desires to exercise the renewal option under the same terms, conditions, and pricing, beginning July 22, 2023 through July 21, 2024,
2. That it does not boycott Israel, and agrees that during the term of this Contract will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended;
3. 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.
4. Vendor certifies and verifies that: (1) neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274
5. Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code.

Elite Striping, LLC dba Action Services

City of Duncanville, Texas

 5-23-23
 Signature Date

 Signature Date

Tomas Samaniego MANAGING MEMBER
 Printed Name Title

Robert Brown, Interim City Manager

Page 4 of 4



ELECTRONICALLY TRANSMITTED

April 11, 2023

Elite Striping, LLC dba Action Services
Attn: Tommy Samaniego
1007 S. Cedar Hill Rd.
Cedar Hill, TX 75104
tommy@actionservices.net
OfficeMGR@actionservices.net

**Re: NOTICE OF CONTRACT RENEWAL:
19-014 Pavement Markings Supply and Installation Services**

Contract Renewal Term No 3: July 22, 2023 – July 21, 2024

The above reference contract will expire on July 21, 2023. The contract contains a provision to extend the term for one additional one-year renewal. The City of Duncanville wishes to exercise the third annual renewal option term from July 22, 2023 to July 21, 2024. All other terms and conditions of Contract 19-014 remain unchanged.

Please return this signed acknowledgement letter, along with a **copy of your current insurance certificate if applicable and W-9**, to purchasing@duncanville.com acknowledging receipt of the Notice of Contract Renewal.

Should you have any questions, please contact me at (972) 780-5006.

Sincerely,

Diane Mitchell

Purchasing Agent
972-780-5006



April 11, 2023

Acknowledgement of Contract Renewal Option

Contract Renewal #2
Pavement Marking Supply and Installation Services
 City of Duncanville Agreement IFB-19-014

By executing this document, contractor verifies:

1. That it desires to exercise the renewal option under the same terms, conditions, and pricing, beginning July 22, 2023 through July 21, 2024,
2. That it does not boycott Israel, and agrees that during the term of this Contract will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended;
3. That, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section
4. Vendor certifies and verifies that: (1) neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274
5. Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code.

Elite Striping, LLC dba Action Services

City of Duncanville, Texas

4-11-2023

Signature

Date

Robert Brown, Interim City Manager

Tomas Samaniego

MANAGING MEMBER

Printed Name

Title



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Consider a Resolution approving an Agreement of Cooperation between the City of Duncanville, Texas, and Dallas County for CDBG/HOME/ESG Programs.

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 Dallas County Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) have existed since 1988. The Emergency Solutions Grants (ESG) program, formerly the Emergency Shelter Grant program, was founded in 2011. The City of Duncanville has used grant monies from the CDBG/HOME/ESG programs to fund road and alley reconstructions, water and sewer line installations, park improvements, building rehabilitation, and a Neighborhood Services Officer position. To receive this funding, which must benefit low-to-moderate-income neighborhoods, the U.S. Department of Housing and Urban Development (HUD) requires Dallas County and the City of Duncanville to enter a cooperation agreement. The current agreement between the City of Duncanville and Dallas County will expire on September 30, 2023. We must enter a new agreement to remain eligible for funding under this program. The Agreement of Cooperation is effective for Fiscal Years 2024, 2025, and 2026. Per the agreement, the City of Duncanville's participation in Dallas County's CDBG program precludes the City from seeking funds from the State's CDBG program or non-County related HOME or ESG Programs during the period the City participates in the County's program.

POLICY EXPLANATION:

The City of Duncanville must execute the Agreement of Cooperation to continue participating in the CDBG/HOME/ESG Programs. The deadline to submit the executed agreement to Dallas County is June 30, 2023. The Agreement will go before the Dallas County Commissioners Court for approval and full execution after being approved by the Duncanville City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve an Agreement of Cooperation between the City of Duncanville, Texas, and Dallas County for CDBG/HOME/ESG Programs.
2. Do not approve an Agreement of Cooperation between the City of Duncanville, Texas, and Dallas County for CDBG/HOME/ESG Programs.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-036 - CDBG Agreement of Cooperation with Exhibit](#)

RESOLUTION NO. 2023-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AGREEMENT OF COOPERATION BETWEEN THE CITY OF DUNCANVILLE, TEXAS, AND DALLAS COUNTY FOR CDBG/HOME/ESG PROGRAMS; ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS AND CONDITIONS OF SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential Housing and Community Development Activities; and

WHEREAS, the City of Duncanville is authorized under Chapter 791, Government Code, to enter into cooperative agreements; and

WHEREAS, the Agreement of Cooperation between the City of Duncanville, Texas, and Dallas County will enable the City of Duncanville to use CDBG funds within Duncanville to benefit low-to-moderate-income neighborhoods for fiscal years 2024, 2025, and 2026 should grant funding be awarded.

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, Texas, hereby approves the Agreement of Cooperation between the City of Duncanville, Texas, and Dallas County for CDBG/HOME/ESG Programs.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager, or designee, to execute the appropriate and necessary documents to conform to this Resolution as appropriate.

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 6th day of June, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS

Recitals:

WHEREAS, the 93rd Session of Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential housing and community development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another to provide governmental functions and services.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of DUNCANVILLE** (hereafter, "City") supports the efforts of Dallas County, Texas to qualify as an Urban County for the CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2024, 2025, and 2026.

I. Term and Effective Programs

The term of this Cooperation Agreement shall be for Federal Fiscal Years 2024, 2025, and 2026. At the option of the county, this Cooperation Agreement may be automatically renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

In the event of an auto renewal term, each party shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period and submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E.). Failure to comply will void the automatic renewal for such qualification period.

This Cooperation Agreement covers the CDBG Entitlement Program and, when applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs.

This Agreement remains in effect until the CDBG (and where applicable, HOME and ESG) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the Agreement while the Agreement remains in effect.

II. Responsibility of the Parties

The City understands that by executing this CDBG Cooperation Agreement it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the County. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
3. May receive a formula allocation under the ESG Program only through the County.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

County and City shall take all actions necessary to ensure compliance with the Urban County certification by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152,

County and City shall take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. County and City understand and agree that Urban County funding will not be provided for activities, within or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with County fair housing certifications.

City understands and agrees, that in accordance with 24 CFR 570.501(b) and 570.503 (which requires a written agreement), it shall be subject to the same requirements applicable to subrecipients.

City agrees to report to the County of any income generated by the expenditure of CDBG, HOME, and/or ESG funds received; and that any such program income must be paid to the County to be used for eligible activities in accordance with the original grant requirements.

County is responsible for monitoring and reporting to HUD on the use of any program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

City agrees to notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME/ESG funds) for property acquired or improved with CDBG/HOME/ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME/ESG regulations.

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this Agreement between the County and City.

City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974.

County shall notify City in writing, by the date specified in the HUD urban qualification notice for the next qualification period, of its right not to participate.

City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physical barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

City understands that the County will have final responsibility for administering the CDBG/HOME/ESG programs, selecting CDBG/HOME/ESG projects and activities, and making annual grant requests.

III. Miscellaneous

City's Mayor, or their legal designee, is authorized to sign any additional forms, on behalf of the City, that HUD may require.

Parties agree that this Agreement and any subsequent legal proceedings shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Dallas County, Texas pursuant to Tex. Civ. Prac. & Rem. Code § 15.015.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Dallas County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data/information furnished to Dallas County whether or not the same are available to the public. It is further understood that Dallas County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Dallas County, its officers and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any information, or a part thereof, or other items or data furnished to Dallas County by City in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

This Agreement is expressly made subject to Parties' Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code.

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and City's City Council.

Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

The County Auditor, its assigns, or any other authorized County personnel shall have the unrestricted right to audit all data or documents related to this Cooperation Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books and documents reasonably related to this Cooperation Agreement available without delay to authorized County personnel to fulfill inspection or auditing deadlines and purposes or to substantiate certain provisions under this Cooperation Agreement.

[Signature page to follow]

APPROVED AND ACCEPTED THIS THE ____ day of _____, 2023.

City of _____, Texas

Dallas County, Texas

Mayor, or legal designee

Clay Lewis Jenkins, County Judge
Dallas County, Texas

Date

Date

Recommended by:

Luis Tamayo, Director
Planning & Development

Approved as to Form:*

John Creuzot
District Attorney

By: _____
Rebecca Lundberg
Assistant District Attorney

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



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Consider a Resolution approving a Memorandum of Understanding (MOU) by and between the City of Cedar Hill, Texas, the City of DeSoto, Texas, the City of Lancaster, Texas, and the City of Duncanville, Texas, for an interlocal agreement to partner in the Best Southwest Juneteenth Celebration which is attached hereto as Exhibit 'A'.

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.**
- **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:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

On June 19, 2004, the City of Duncanville entered an interlocal agreement with the City of Cedar Hill, The City of DeSoto, and the City of Lancaster to partner in the Best Southwest Juneteenth Celebration. The Best Southwest area which includes DeSoto, Duncanville, Cedar Hill, and Lancaster is so named because of the cities' ability to work together on projects that benefit Southern Dallas County.

The responsibility for serving as a host city has rotated among the parties each year. The host city plans the event and incurs all costs associated with the event except for the contributions identified in the agreement. Currently, the interlocal agreement requires non-host cities to contribute a sum of \$3,000.

The purpose of this new interlocal agreement is to improve the planning and delegation of each party's responsibilities for the Juneteenth Celebration for the years 2023, 2024, 2025, and 2026. The parties agree to continue rotating the responsibility of serving as the host city for the event and to share in the cost and responsibilities. Non-host cities are required to provide public safety assistance with the goal

of providing a fair distribution of resources for each city. Additionally, the amount of financial assistance provided by non-host cities is recommended to increase from \$3,000 to \$10,000.

The City of Duncanville will host in 2023; the City of Cedar Hill hosts in 2024; the City of DeSoto hosts in 2025; and the City of Lancaster hosts in 2026.

POLICY EXPLANATION:

This agreement shall take effect on the last day of execution and continue through June 20, 2026, unless terminated earlier under any provision in the interlocal agreement. The interlocal agreement will increase the amount of funding that the City of Duncanville provides in a non-host city year from \$3,000 to \$10,000. This budget increase will be reflected in the General Fund.

The City of Duncanville will receive additional revenues from other cities this year as the 2023 Best Southwest Juneteenth event host.

The City of Cedar Hill approved the MOU at the May 9, 2023 Regular City Council meeting; the City of DeSoto approved the MOU at the May 2, 2023 Regular City Council meeting; the City of Lancaster will present the MOU at June 12 Regular City Council meeting.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[Resolution No. - 2023-044 - MOU - Best Southwest Juneteenth Celebration - Pdf](#)

RESOLUTION NO. 2023-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF CEDAR HILL, TEXAS, THE CITY OF DESOTO, TEXAS, THE CITY OF LANCASTER, TEXAS, AND THE CITY OF DUNCANVILLE, TEXAS FOR AN INTERLOCAL AGREEMENT FOR THE BEST SOUTHWEST JUNETEENTH CELEBRATION, WHICH IS ATTACHED HERETO AS EXHIBIT 'A'; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. Dating back to 1865, it was on June 19th that the Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with news that the war had ended and that the enslaved were now free; and

WHEREAS, on June 19, 2004, the City of Duncanville entered an interlocal agreement with the City of Cedar Hill, The City of DeSoto, and the City of Lancaster to partner in the Best Southwest Juneteenth Celebration. The Best Southwest area which includes DeSoto, Duncanville, Cedar Hill, and Lancaster is so named because of the cities' ability to work together on projects that benefit Southern Dallas County; and

WHEREAS, the City Council of the City of Duncanville finds it to be in the public interest to authorize the above described Memorandum of Understanding (hereinafter MOU).

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

SECTION 1. That the City Council approves the MOU, attached hereto, as Exhibit A, for the Best Southwest Juneteenth Celebration for the years 2023, 2024, 2025, and 2026; and authorizes the City Manager to execute the MOU on behalf of the City.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of June, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of DeSoto, Texas (“Desoto”), and the City of Lancaster, Texas, City of Cedar Hill, Texas, and the City of Duncanville, Texas, (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties have previously partnered together to provide a Juneteenth Celebration (the “Event”) for the citizens of DeSoto, Lancaster, Cedar Hill, and Duncanville, and have found that through such partnership the citizens are afforded an event that provides quality entertainment and activities; and

WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 792 of the Texas Government Code (the “Act”); and

WHEREAS, the Parties are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services such as community celebrations; and

WHEREAS, the Parties desire to enter into this Interlocal Cooperation Agreement (the “Agreement”) for the purposes of planning and delegating each Party’s responsibilities for the Event for the years 2023, 2024, 2025, and 2026; and

WHEREAS, it is mutually advantageous for the Parties to enter into this Agreement; and

WHEREAS, the Parties shall make the payments required under this Agreement from current available funds;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Purpose

The purpose of this Agreement is to plan and delegate each Party’s responsibilities for the Event for the years 2023, 2024, 2025, and 2026. The Parties agree to rotate the responsibility of serving as the Host City for the Event and to share in the cost and responsibilities.

EXHIBIT A

Article II Term

The Term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and shall continue for three (3) years through June 26, 2026, unless sooner terminated as provided herein. Thereafter, the Agreement will renew automatically for a period of one (1) year (the “Renewal Term”).

Article III Termination

A Party may terminate the Agreement without cause by giving written notice to the other Parties no later than 180 days prior to June 19th. If the Party seeking to terminate the Agreement is scheduled to serve as the Host City during the current or Renewal Term, then the notice of termination must be provided to the other Parties no later than August 31st prior to their scheduled obligation to serve as Host City.

Article IV Host City Rotation

The responsibility for serving as Host City shall rotate among the Parties with the initial rotation being **Duncanville** in **2023**; **Cedar Hill** in **2024**; **DeSoto** in **2025**; and **Lancaster** in **2026**. The Host City’s responsibilities will continue in this order for the subsequent Renewal Term.

Article V Host City Responsibilities

The Host City in any given year of the Term of this Agreement shall have the following responsibilities:

- a. Secure a location for the Event;
- b. Secure staff and providing equipment for entertainment;
- c. Secure vendors, entertainment, and activities;
- d. Provide an operations plan to the other parties no later than two weeks prior to the scheduled event;
- e. Provide VIP passes, food, parking, and seating for up to ninety-four (94) representatives of the Parties in the following order of priority: Elected Officials, Park Commission or Board members, City Management, and Parks & Recreation Staff;
- f. Shall provide for liability insurance for the event and site location, and,

EXHIBIT A

- g. Provide security to ensure that VIP areas and services are reserved for identified guests.

Article VI
Non-Host City Responsibilities

Parties not serving as the Host City in any given year of the Term of this Agreement shall have the following responsibilities:

- a. Provide assistance with public safety concerns by providing an adequate number of police officers or other security resources for the Event. This shall be determined by the Parties prior to the event with the goal of equitable distribution of responsibilities among the Parties. Each Party shall be responsible for the costs in providing security staff for the event; and
- b. Provide the Host City a financial contribution in the amount of Ten Thousand Dollars (\$10,000) to the Host City by April 28th.

Article VII
Availability of Revenue

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments only from current revenues legally available to the paying Party.

Article VIII
Miscellaneous

8.1 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement.

8.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.3 Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

8.4 Relationship of Parties. It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be under the control of, or shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations and liabilities.

8.5 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

EXHIBIT A

8.6 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

8.7 Amendment. This Agreement may be amended only by a mutual written agreement signed by both Parties hereto.

8.8 Notice. Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

If Intended for DeSoto:
City of DeSoto, Texas
Attn: Brandon Wright, City Manager
211 East Pleasant Run Road, Suite A
DeSoto, Texas 75115
Phone: (972) 274-2489

With Copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

If Intended for Lancaster:
City of Lancaster
Attn: Opal Mauldin-Jones
City Manager
211 North Henry Street
Lancaster, Texas 75146
Phone: (972) 218-1300

With Copy to:
David T. Ritter
Brown & Hofmeister, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Phone: (214) 747-6100

If Intended for Cedar Hill:
City of Cedar Hill, Texas
Attn: Greg Porter, City Manager
285 Uptown Boulevard
Cedar Hill, Texas 75104
Phone: (972) 291-5100

With Copy to:
Ron G. MacFarlane, Jr.
The MacFarlane Firm
400 East Royal Lane, Suite 290
Irving, Texas 75039
Phone: (214) 232-5158

If Intended for Duncanville:
City of Duncanville, Texas
Attn: Robert D. Brown, Jr.
Interim City Manager
203 East Wheatland Road
Duncanville, Texas 75116
Phone: (972) 780-5000

With Copy to:
Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

8.9 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

EXHIBIT A

invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.10 Recitals. Recitals to this Agreement are incorporated herein.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.12 Survival of Covenants. Any of the representations, warranties, covenants, 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.

8.13 Immunity. This event is for a legitimate governmental purpose to promote the public good and serve to support community and regional racial diversity; and, nothing contained herein shall be construed to waive governmental immunity from suit, claim or liability.

EXECUTED this ____ day of _____, 2023.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-04-2023-TM 134383)

EXECUTED this ____ day of _____, 2023.

City of Lancaster, Texas

By: _____
Opal Mauldin-Jones, City Manager

APPROVED AS TO FORM:

By: _____
David T. Ritter, City Attorney

EXHIBIT A

EXECUTED this ____ day of _____, 2023.

City of Cedar Hill, Texas

By: _____
Greg Porter, City Manager

APPROVED AS TO FORM:

By: _____
Ron G. MacFarlane, Jr., City Attorney

EXECUTED this ____ day of _____, 2023.

City of Duncanville, Texas

By: _____
Robert D. Brown, Jr., City Manager

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Consider a Resolution ratifying the existing Professional Services Agreement 22-0033 terms with TEAM Consultants, Inc., and increasing the contract amount by \$50,001.00, from \$49,999.00 to \$100,000.00 for materials testing and geotechnical services.

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:

Materials testing is required to ensure construction improvements meet project requirements and specifications. Testing services include soil and base material testing, geotechnical services, in-place density, and compaction testing, aggregate testing, concrete testing, asphaltic concrete testing, coring services, nondestructive testing, and other quality assurance-related services, as needed.

The City of Duncanville contracted TEAM Consultants, Inc. in August 2022 to provide construction materials testing and geotechnical services supporting the City’s capital improvement and street maintenance projects, including the Fire Station and the Daniieldale Road Reconstruction projects. Due to TEAM’s involvement in the current ongoing capital projects and for testing continuity, it is prudent for TEAM to continue providing these services until the projects are complete.

Therefore, it is requested to increase the contract amount by \$50,001.00 from \$49,999.00 to \$100,000.00 and extend the expiration date to December 31, 2023, to allow for the completion of the Fire Station. The final contract will not exceed \$100,000.00; funding is available in the existing budgeted appropriations.

POLICY EXPLANATION:

TEAM Consultants, Inc., located in Dallas, TX, has satisfactorily completed materials testing for several City projects. This authorization would cover materials testing and geotechnical services as needed for current projects through December 31, 2023. Materials testing and geotechnical services required for

future capital improvement and street maintenance projects will be solicited from the firms recently approved to provide engineering consulting services.

City Council approval is required for expenditures over \$50,000.00. The final cost for this work is estimated at \$100,000.00, which exceeds \$50,000.00 and therefore requires Council approval.

FUNDING SOURCE:

ORG and Object Number

26030000-708102, 26010000-708102, and 17100000-708102

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$3,320,007.88	\$100,000.00	\$3,220,007.88

ACTION ALTERNATIVES:

1. Ratify the existing PSA by approving the increase of \$50,001.00 and extending the contract terms to allow TEAM Consultants to perform materials testing and geotechnical services for an amount not to exceed \$100,000.00.
2. Do not ratify the existing PSA by approving the increase of \$50,001.00 and extending the contract terms to allow TEAM Consultants to perform materials testing and geotechnical services for an amount not to exceed \$100,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-046 - Materials Testing and Geotechnical Services with TEAM Consultants, Inc. with Exhibit](#)

RESOLUTION NO. 2023-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING THE EXISTING PROFESSIONAL SERVICES AGREEMENT 22-0033 TERMS, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" WITH TEAM CONSULTANTS, INC., AND INCREASING THE CONTRACT AMOUNT BY \$50,001.00 FROM \$49,999.00 TO \$100,000.00 FOR MATERIALS TESTING AND GEOTECHNICAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide materials testing and geotechnical services for ongoing capital improvement projects in the City of Duncanville; and

WHEREAS, construction materials testing services are required to ensure the installation meets project requirements and specifications; and

WHEREAS, this authorization will cover materials testing and geotechnical services through December 31, 2023, in an amount not to exceed \$100,000.00.

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 ratifies the existing Professional Services Agreement 22-0033 terms, attached hereto and incorporated herein as Exhibit "A" with TEAM Consultants, Inc., and increases the contract amount BY \$50,001.00, from \$49,999.00 to \$100,000.00 for materials testing and geotechnical services.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or designee, to execute the appropriate and necessary documents to conform to this Resolution as appropriate.

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 6th day of June, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

#22-0033

ENGINEERING CONSULTING SERVICES

Professional Services Contract

This **PROFESSIONAL SERVICES AGREEMENT** ("agreement") is made and entered into by and between the **City of Duncanville** ("City"), a Texas home rule municipal corporation, acting by and through Aretha Ferrell-Benavides, its duly authorized City Manager, and **Team Consultants, Inc.** ("Contractor") authorized to do business in Exploration and Special Services for Geotechnical Engineering Services.

Section 1. Scope of Services

Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary items, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract

The term of this agreement shall be one (1) year. Unless sooner terminated.

Section 3. Contractor Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit A. Should OWNER require additional services not included under this Contract, 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 Contract.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, 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 Contract 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 an amount not to exceed **Forty Nine Thousand Nine Hundred and Ninety-Nine (\$49,999.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in Exhibit "A". 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 Contract, 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 Contract, 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 quality for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, 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 Contract.
- C. The rights and remedies of OWNER under this Contract are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Contract, such services shall be completed on date as specified in Exhibit "A", after receiving a Notification to Proceed from OWNER to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract 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. OWNER shall own, have, keep and retain all rights, title and interest in and to all 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 Contract. OWNER shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports for those purposes for which they were intended.

Section 8. Termination

- A. OWNER may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract,

will be made on the basis of goods or 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 goods or services to OWNER.

- B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Assignment

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

Section 10. 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 Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract 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 11. Execution becomes Effective

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

Section 12. Contract Amendments

This Contract 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 Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 13. Severability

In the event any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 14. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, 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 Contract 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 Contract. There is no intended third-party beneficiary to this Contract.

Section 15.

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier 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
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
omotayo.sokale@duncanville.com

If to CONTRACTOR: TEAM CONSULTANTS, INC
Attn: BRUCE WALTON 4087
Shilling Way
Dallas, TX 75237
Direct: 214-331-4395
Fax: 214-331-4395
bwalton@teamconsultant.net

Section 16. Exhibits

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

Section 17. 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 Contract shall survive termination.

Section 18. Prohibition of Boycott of Israel

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

Section 19. Business Prohibitions

By executing this contract, 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.

Section 20. 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 Contract, 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 Contract.
- 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 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 Contract. 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 shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville
Attn: Omotayo Sokale
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
omotayo.sokale@duncanville.com

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract 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. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to Contractor by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

- E. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Owner.

Section 21. 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 Contract, 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 in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this agreement. This provision shall survive the termination of this agreement.

Section 22. 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 23. 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 Contract.

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

Section 25. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications or other project documents after due approval by OWNER, as OWNER may deem necessary. In such event, OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 26. Right to Inspect Records

CONTRACTOR agrees that OWNER shall, until the expiration of one (1) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. OWNER shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractor agrees that OWNER shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor or subcontractor involving transactions to the subcontract and further, that OWNER shall have access during normal working

shall give the subcontractors or subcontractor reasonable advance notice of intended audits no less than 3 business days.

Section 27. Successors and Assigns

OWNER and CONTRACTOR each binds itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 29. Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.**

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

(Signature follows this page)

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the

8th day of August, 2022.

CITY OF DUNCANVILLE, TEXAS

Owner

Aretha R. Ferrell-Benavides

Signature

Aretha R. Ferrell-Benavides

Printed Name

City Manager

Title

TEAM CONSULTANTS, INC

Contractor

Bruce Walton

Signature

BRUCE WALTON

Printed Name

President

Title

TEAM CONSULTANTS, INC.**SCHEDULE OF FEES****EXHIBIT A****SCHEDULE I****EXPLORATION AND SPECIAL SERVICES****PART 1 MOBILIZATION AND DEMOBILIZATION**

Rates listed below are for equipment, field operating personnel and field geotechnical

1001 Mobilization, personnel & equipment	Quote on Request
1002 Truck mounted drill unit and personnel travel to site & return, per mile	\$4.00
1003 Hauling equipment and supplies	Quote on Request
1004 Load, offload and rigging of equipment and supplies (office or work site), per hour	See Sched. I, Part 4
1005 Support services (supplied by others) including but not limited to: transportation, cranes, barges, tugs, dozers, etc., hauling, shipping, fuel, surveying, welding and contract personnel	Cost + 15%

PART 2 DAILY TRANSPORTATION AND SUBSISTENCE

1020 Daily transportation to and from site Company pickup, per mile	\$0.80
1021 Personnel, per manhour	See Sched. I, Part 4
3033 Per Diem, per man, per day (GSA for County work being performed in)	Quote on Request

PART 3 DRILLING, SAMPLING AND RELATED ACTIVITIES

Drilling and sampling will be charged at footage rates unless an hourly rate is specified.
Additional fees for geologist, geotechnician, and special supervisory personnel which may
also be assigned to the project are shown in Part 4.

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

Intermittent Sampling: (5-ft. intervals), 3-inch diameter

1030 1-20 ft. depth, per foot	\$14.75
1031 20-50 ft. depth, per foot	\$19.00
1032 50 ft. plus	Quote on Request

Continuous Sampling, 3-inch diameter

1034 0-20 ft. depth, per foot	\$23.25
1036 20 ft. plus	Quote on Request
1038 Continuous sampling, other sizes and types	Quote on Request

Specified Samples in Auger or Wash Drilled Boring (0-50 ft.)

1042 Standard penetration test, each	\$40.00
1043 3-inch undisturbed sample, each	\$30.75
1044 5-inch undisturbed sample, each	\$47.00
1045 Pitcher or piston sampler, each	\$63.75
1046 Sample tubes, each	\$31.25

Machine auger borings with disturbed samples

1047 0-20 ft. depth, per foot	\$14.75
1048 20-50 ft. depth, per foot	\$19.50
1049 Borings by hand auger or wash method	Quote on Request

Rock Drilling

1060 Rock Drilling, no core samples (Price based on rock formation)	
1061 THD Cone Penetrometer, each	\$40.00

Rock coring, 0-50 feet

1070 1-7/8-inch to 2-3/4-inch, carbide bit, per foot	\$29.75
1071 3-inch to 4-inch carbide bit, per foot	\$32.50
1072 Diamond bits (when required)	Cost + 15%
1073 Expendable supplies	Cost + 15%
1074 Install and remove casing	See Sched. I, Part 4
1075 Water level determination	See Sched. I, Part 4
1076 Set up and/or move time, per hole	See Sched. I, Part 4

Grouting of boreholes

1080 Mixing and pumping of grout	See Sched. I, Part 4
1081 Expendable supplies	Cost + 15%
1082 Crew & equipment time, access, clearing and staking boring locations, per hour	See Sched. I, Part 4
1083 Crew & Equipment time required for permits, plant clearance, safety and client instructions	See Sched. I, Part 4
1084 Overtime, per hour	Personnel Rate x 1.25
1085 Items lost in hole	Cost + 15%
1086 Equipment rental	Cost + 15%

PART 4 DRILLING EQUIPMENT AND PERSONNEL RATES

Hourly rates will be charged for field operating personnel, field geotechnical personnel and equipment when footage rates are not specified.

Drilling Equipment

1100	Continuous flight auger, per hour	\$215.00
1101	Rotary Wash Drilling per hour	\$250.00
1103	Marsh buggy or skid rig	Quote on Request
1104	Portable barge and support equipment	Cost + 15%

Field Personnel

3006	Field Superintendent, Project Supervisor, per hour	\$90.50
3007	Driller, Geotechnician, per hour	\$79.25
3011	Helper, Assistant Technician, per hour	\$47.25
3031	Daily Transportation, per mile	\$0.80
	Overtime, per hour	Personnel Rate x 1.25

PART 5 SPECIAL SERVICES

The following rates will be charged for special services, supplies and materials required for drilling and installation of monitor wells, piezometers, tiltmeters, installation and removal of test equipment, grouting, geophysical logging and other special field operations.

1120	Drilling unit and personnel, per hour	See Sched. I, Part 4
1121	Expendable supplies and reimbursable items	Cost + 15%
1124	Tiltmeter read-out equipment	Quote on Request
1127	Resistivity or gamma logging equipment	Quote on Request
1130	Gamma-gamma logging equipment	Quote on Request
1133	Seismic and resistivity survey equipment	Quote on Request
1134	Items lost in borehole	Cost + 15%
1135	Lease or rental items	Cost + 15%
1136	Special services subcontracted to others	Cost + 15%

Piezometer and Monitor Well Installation

1137	Supplies (pipe, screen, filter material, bentonite, decontamination equipment, etc.)	Cost + 15%
1138	Installation and development, per hour	See Sched. I, Part 4
1139	Decontamination, drilling equipment and crew, per hour	See Sched. I, Part 4
1140	Registration of wells with State	Cost + 15%

TEAM CONSULTANTS, INC.**SCHEDULE OF FEES****SCHEDULE II****LABORATORY SERVICES****PART I SOILS AND BASE MATERIALS****Identification and Classification Tests**

2001 Atterberg Limits, Soil, each	\$51.50
2002 Atterberg Limits, Soil w/additive, each	\$76.00
2003 Grain size analysis-Mechanical & Hydrometer, each	\$152.50
2004 Grain size analysis-Mechanical, each	\$51.50
2005 Material Finer than No. 200 Sieve, each	\$34.50
2006 Shrinkage Limit Test, Volumetric, each	\$79.75
2007 Shrinkage Limit Test, Bar Linear, each	\$34.50
2008 Dispersion Test, Crumb, each	\$51.50
2009 Dispersion Test, Pinhole, each	\$250.00
2010 Dispersion Test, Hydrometer, each	\$215.00
2011 pH determination, each	\$33.00
3009 Sample Preparation, Technician, per hour	\$56.50

Physical Tests

2020 Moisture Content Determination, each	\$8.50
2021 Density and Moisture Content, each	\$30.00
2022 Specific Gravity, each	\$57.50
2023 Permeability Test, Falling Head, each	\$168.50
2024 Permeability Test, Constant Head, each	\$210.00
2025 Organic Content, each	\$51.50
2026 Electrical Resistivity, each	\$128.50
2027 pH Lime Determination (5 pts.)	\$184.50
2028 Sample Preparation, Technician, per hour	\$56.50
2029 Soil Conductivity, each	\$23.50
2215 Soluble Sulfates, (TEX-145-E), each	\$51.00

Strength and Compressibility Test

2031 Unconfined Compressive Strength, Soil, each	\$51.50
2032 Unconfined Compressive Strength, Rock, each	\$65.50
Triaxial Test	
2033 Unconsolidated-Undrained, per specimen	\$111.50
2034 Unconsolidated-Undrained, multi stage	\$136.00
2035 Consolidated-Undrained, per specimen	\$191.00
2036 Consolidated-Undrained, multi stage	\$287.00
2037 Triaxial Shear Curves, per specimen	\$65.25
2038 Triaxial Shear Curves, multi stage	\$128.00

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2039 Stress path and other curves for above tests, w/pore pressure measurements, per curve	\$85.25
2040 Pore Pressure Measurement, per specimen or per stage	\$181.00
2041 Direct Shear, Consolidated-Drained, per point	\$200.00
2042 Direct Shear, Residual strength in conjunction w/above tests - add	\$95.00
2043 Consolidation Test, each	\$375.00
2044 Consolidation Test w/hysteresis, each	\$425.00
2045 Percent Free Swell, each	\$95.00
2046 Brazilian Tensile, each	\$80.00
2047 Pressure-Swell Test, each	\$180.00

Compaction, Control Strength and Durability Tests

2060 Relative Density, Sand, each	\$211.00
2061 Relative Density, Coarse aggregate, each	\$243.00
Moisture Density Relationship (natural soils and field stabilized materials)	
2062 4-inch mold, each	\$203.00
2063 6-inch mold, each	\$241.50
Additional Charge for each Requested Burn-Off Proctor	\$64.00
2066 Compaction ratio (THD), each	\$390.00
2067 Bearing ratio test (CBR), per point	\$194.00
Triaxial Test	
2070 Triaxial, Tex-117-E, Part I, including moisture density	\$1,260.00
2071 Triaxial, Tex-117-E, Part II, including moisture density (Accelerated)	\$1,160.00
2072 Triaxial, Tex-118-E for soils, including moisture density	\$1,310.00
2073 Triaxial Compression for stabilized soils & base materials, including moisture density	\$1,260.00
2074 Compressive Strength Tests, per specimen	\$25.50
2075 Freeze-Thaw test, per specimen	\$171.00
2076 Wet-Dry Test, per specimen	\$171.00
2077 Sample Preparation, per specimen	\$27.50
3009 Sampling and Sample Preparation, special processing, per hour	\$56.50

Field Compaction Inspection and Tests

The fees for field compaction testing and observation are billable at the following rates or in accordance with Schedule III, Engineering and Personnel Services, whichever is applicable.

2098 Subgrade stabilization gradation tests, per test	1 to 6	\$15.25
plus technician time (Item 3009)	7+	\$14.25
2100 In-place, density, per test	1 to 6	\$32.50
plus technician time (Item 3009)	7 to 20	\$30.50
	21+	\$27.00
2099 In-place, Sand Cone Lab Portion, per test	1 to 6	\$32.50
plus technician time (Item 3009)	7 +	\$30.50
2101 Continuous Field Density Testing w/ nuclear density gauge, per hour		\$82.00
3009 Technician, per hour		\$56.50

Aggregate Tests

2110 Sieve Analysis, each	\$54.00
Additional Charge for each Requested Burn-Off Decantation/ Gradation, Standard Rate Plus	\$63.50
2111 Specific Gravity, each	\$56.00
2112 Material Finer than No. 200 Sieve (decantation), each	\$34.00
2113 Unit Weight Determination, each	\$35.00
2115 Los Angeles Abrasion, each	\$238.00
2116 Sulfate Soundness (5 cycles), each	\$254.00
2117 Sand Equivalent, each	\$77.00
2118 TXDOT Wet Ball, each	\$220.00
2120 Organic Impurities, each	\$26.50
2121 Flakiness Index, each	\$43.50
2122 Deleterious Materials, each	\$33.00
2123 Crushed Face Count, each	\$33.00
3009 Sampling Aggregate, and Sample Preparation, per hour	\$56.50

PART 2 PORTLAND CONCRETE AND RELATED SERVICES

Concrete Cylinder and Beam Tests

2129 Compressive Strength (2"x2" cubes, mortar), each	\$32.75
2130 Concrete compression test (cylinders), each	\$19.50
2131 "Hold" Cylinders, processed but not tested, each	\$16.75
2132 Preparation for testing (diamond sawing of cylinder ends), per end	\$16.50
2133 Flexural Strength Test (beams), each	\$28.75
Additional Charge for Services after 6:30 pm	
Compressive/Flexural Strengths Standard Rate x 1.25 plus Technician Time	
3009 Technician, per hour	\$56.50

Concrete Mix Designs

Mix designs usually include evaluations to determine proportions of cement, aggregate and water to attain the required strengths and workability and are charged in accordance with per test rates.

2140 Proportioning Concrete Mix Designs, each	\$258.00
2141 Concrete Compression Test (confirmatory cylinders), each	\$19.50
2142 Flexural Strength Test (confirmatory beams), each	\$28.75
2144 Review of concrete mix design furnished by others, each	\$118.50
2145 Special Mix Designs	Quote on Request
2146 Initial and Final Set, each	\$505.00
3009 Technician Making Cylinders (Minimum 2.0 hours/trip)	\$56.50
3009 Technician Proportioning Concrete Mix Designs, per hour	\$56.50

Concrete Mix Observation

2150 Batch Plant Observation, per hour	\$68.00
3009 On site Placement Concrete Observation, per hour	\$56.50

PART 3 BITUMINOUS CONCRETE**Asphaltic Concrete Mixes**

Mix designs usually include evaluations to determine proportions of asphalt and aggregate to obtain required strength and grading. Additional tests of aggregate and asphalt to determine their basic properties and suitability are charged separately. Services for mix designs are billable in accordance with the following rates.

2175 Mixing asphaltic concrete, per specimen, 3 required	\$19.25
2176 Molding specimen, per specimen, 3 required	\$22.50
2177 Asphalt density or percent voids, per specimen, 3 required	\$22.50
2178 Marshall Stability, per specimen, 3 required	\$25.50
2179 Hveem Stability, per specimen, 3 required	\$32.50
2180 Swell value, each	\$131.00
2181 Flow value, each	\$13.25
2182 Cohesimeter test, per each	\$32.50
2183 Extraction (percent of bitumen and aggregate gradation), each	\$234.00
2184 Mix Design with minimum of 5 asphalt percentages using 3/aggregates Hveem or Marshall method	\$1,060.00
2186 Liquid Asphalt Tests	Quote on Request
2189 Maximum Theoretical Specific Gravity, TEX 227-F, each	\$75.00
2190 Index of Retained Strength (ASTM D 1075)	\$487.00
2191 Stripping Test (TEX 530-C), Field Mixed), per mix	\$99.00
2192 Stripping Test (TEX 531-C) Field mixed and molded, per mix*	\$655.00
2193 Stripping Test (TEX 531-C) Mixed in laboratory, per each % anti-strip	\$960.00
2195 Tensile Strength Ratio (TSR), each	\$755.00
2196 ARA Testing: Stripping, Performance, Slide, each	\$353.00
3009 Special mix design and sampling of aggregate, per hour	\$56.50
* Plus Technician Time in Field	

Asphaltic Concrete Mix Observation

Asphaltic mix observation services are dependent on the type of project. The types of services usually provided are defined briefly as follows:

2194 Asphalt plant observation, per hour	\$68.00
2197 Asphalt plant observation, per ton	Quote on Request
2198 Continuous Field Density Testing w/ nuclear density gauge, per hour	\$82.00
2199 Indirect Tensile Strength (TEX 226-F), each field mixed	\$63.50
2200 Indirect Tensile Strength (TEX 226-F), each mixed in laboratory per each % anti-strip	\$562.00
2201 Hamburg Wheel Tracking Test (TEX 242-F), each	Cost + 15%
2202 Ignition Oven Burn Off (TEX 236-F), each (% of bitumen and aggregate gradation)	\$202.00
2203 Flat and Elongated (TEX 280-F), each	\$46.50

Laboratory tests performed off site are billable in accordance with appropriate test rates.

PART 4 OTHER SERVICES

Equipment Rental and Services by Others

2212 pH Meter, per day	\$32.25
2213 Conductivity Meter, per day	\$26.75
2214 Turbidity Meter, per day	\$42.75
2216 Other testing equipment (pumps, generators, etc.)	Charge based on equipment used
2217 Special services, lease/rental and tests by others	Cost + 15%

Coring Services

The fees for coring concrete, stabilized base and asphaltic concrete are billable in accordance with the following schedule.

2220 2-inch core (vertical), per inch depth, plus Tech. Time and Asst. Tech. (See Items 3009 and 3011)	\$5.10
2221 4-inch core (vertical), per inch depth, plus Tech. Time and Asst. Tech. (See Items 3009 and 3011)	\$9.00
2222 6-inch core (vertical), per inch depth, plus Tech. Time and Asst. Tech. (See Items 3009 and 3011)	\$14.50
2223 Other sizes and horizontal	Quote on Request
2225 Minimum report charge	\$150.00
2226 Compressive strength test, concrete cores, each	\$33.25
2227 Preparation of cores, sawing ends, per end	\$16.50
2228 Mobilization/demobilization -Transportation and expense charges for out of town sites	Quote based on project location
2229 Plugging holes, material cost	Cost + 15%

TEAM CONSULTANTS, INC.**SCHEDULE OF FEES****SCHEDULE III****ENGINEERING AND PERSONNEL SERVICES**

The fees for engineering, design and observation services are charged in accordance with the following schedule.

PART 1 DESIGN AND FIELD INSPECTION

3001 Principal, per hour	\$167.00
3002 Senior Project Engineer or Consultant, per hour	\$144.00
3003 Project Engineer, per hour	\$134.00
3004 Senior Geotechnical Engineer, per hour	\$129.00
3005 Geotechnical Engineer, Geologist, Technical Services Director, per hour	\$113.00
3006 Junior Engineer, Field Superintendent, Project Supervisor, per hour	\$90.50
3007 Geotechnician	\$79.25
3008 Senior Technician, per hour	\$68.00
3009 Technician, per hour	\$56.50
3011 Assistant Technician, per hour	\$47.25
3012 Draftsman, per hour	\$77.50
3013 Typing, per hour	\$49.75
3014 Equipment rental or Reimbursable items	Cost + 15%
3015 Subsistence	Cost + 15%
3016 Computer Usage, Surcharge, per hour	\$7.00
3017 Commercial transportation	Cost + 15%
3018 Long distance communication	Cost + 15%
3019 Printing and other materials	Cost + 15%
3020 Report preparation	Lump Sum
3021 Special consultants and other services	Cost + 15%
3022 Overtime, per hour	Personnel rate x 1.25
3023 Surcharge, night sampling, per hour	\$13.75
3024 Beam/Cylinder Pickup, per hour plus mileage or trip charge	\$56.50
3031 Transportation charge, per mile	\$0.80
3032 Trip charge (local)	\$37.00
3033 Per Diem charge, per man (GSA for County work being performed in)	Quote on Request

PART 2 REPORTS

3100 Normal Turn Around Time (7-Business Days) (1 original and 2 hard copies of report via U.S. Mail)	N/C
3101 Additional Hard Copies of Reports via U.S. Mail, each	\$16.75
3102 Original Hard Copies of Reports with Rapid Turn Around (Next Day via U.S. Mail/Courier), each	\$27.75
3103 Original Hard Copies of Report with Rapid Turn Around (Same Day via U.S. Mail/Courier), each	\$53.00

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3104 Additional Emailed Reports, per each address

\$5.50

- Note: 1. Hourly rates are portal to portal. Overtime and charges for work on Saturday, Sunday, holidays, and hours before 6:30 AM or after 6:30 AM, will be made at 1.25 times unit rates listed above.
- Note: 2. Night shift work minimum of 8 hours per shift
- Note: 3. Cancellation of night shift work minimum of 4 hours per shift



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Consider a Resolution authorizing a one-time procurement of building inspection services with Bureau Veritas in the unit amount with an estimated annual expenditure amount of seventy thousand dollars \$70,000.00.

Vision Statement:

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

STAFF RESPONSIBLE:

Jeremy Tennant, Director of Planning and Neighborhood Services
Mark Hardin, Building Official

BACKGROUND/HISTORY:

The Building Inspector position has been vacant since February 2022. During this time, the Building Official has been conducting inspections with the assistance of Bureau Veritas and has had an unexpected increase, resulting in increased spending in the contractual services account. Bureau Veritas charges \$76.92 for residential inspections and \$125.00 for commercial. Currently the procurement services with Bureau Veritas is \$49,999. Staff is requesting to raise the expenditure amount by \$20,000 to cover the cost of the unexpected increase. This increase along with the current available funding and the Full Time Employee Vacancy will allow staff to fund the current outstanding balances and ensure enough funding for a few additional services by Bureau Veritas for this fiscal year.

As of May 15, 2023, a Building Inspector has been hired to conduct inspections which will reduce the demand of Bureau Veritas' services moving forward.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

01036100-700446

Available Budget

\$5,541.16

Purchase Amount

\$70,000.00

After Encumber

\$75,541.16

ACTION ALTERNATIVES:

1. Approve the budget funding modification in the amount of \$70,000.00 to pay the outstanding balance building inspections conducted by Bureau Veritas.
2. Do not provide the modified funding amount for staff to pay Bureau Veritas.
3. Other actions as directed by Council.

ATTACHMENTS:

[Sign Amendment Bureau Veritas](#)

[Resolution No. 2023-043 re Bureau Veritas](#)

Contract Log Coversheet

Submit to City Secretary

Submit to Purchasing Manager



Contract Over \$50,000?
City Manager Signature Only?

Yes ☐ No ☒
Yes ☒ No ☐

2645 - Bureau Veritas

Vendor # & Vendor Name

Van Tran

Vendor Point of Contact Name

Vendor Point of Contact E-mail & Phone #

PW/Code - Angelica Garcia

Department / Staff Responsible

Annual

Term Period of Contract

NA

City Council Agenda Date

Bid Contract #

is assigned by Purchasing Manager

Contract Log # 1481

is assigned by City Secretary

Contract # 3210033

is assigned by Purchasing Manager

Letter to Proceed
by Purchasing Manager

Original, Renewal, or Amendment

Project Code or Acct # (CIP, Bond, or 01011100-70000)

Resolution/ Ordinance #

(if renewal use original Reso/Ord # with R ex. 2020-001R)

Est. \$49,000.00

Amount of Contract & Effective Date

Brief Description of Services:

Third party inspections.

Notes from the City Secretary or Purchasing Manager:

Contract/Agreement Final Signatures Only: City Manager Mayor

Date City Secretary Received:

Date City Secretary Returned to Department:

Reset Form



The following is hereby accepted as an amendment to Attachment A (Scope of Services) and Attachment B (Fee Schedule) of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Duncanville, Texas, dated May 17, 2013 by adding additional scope of services and their accompanying fees.

SCOPE OF SERVICES

Backup Inspections

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

FEE SCHEDULE

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

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

City of Duncanville, Texas

By: Paul Frederiksen

Title: Interim City Manager

Signature: [Signature]

Date: 12/16/2020

Bureau Veritas, North America, Inc.

By: Van Tran

Title: VP Facilities Division, Central & East

Signature: [Signature]

Date: 12/4/2020

DTQRR: David Stanford

Date: 12/4/2020



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of May, 2013, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Duncanville, Texas (herein called "Client").

RECITALS

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

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

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

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

AGREEMENT

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

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually after providing Client at least 45 days written notice.

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

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

(a) Fees and all other charges will be billed to Client monthly.

(b) Fees shall be paid by Client within thirty (30) days of Client receiving the invoice from BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the rate of five (5) percent per annum.

(c) If Client fails to pay any invoice fully within thirty (30) days after the date Client receives the invoice from BVNA, then BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of

services plus all interest. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

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

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

6. Ownership of Documents. All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of the BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of the BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of the BVNA and then only in the manner prescribed by the BVNA. If the BVNA terminates the Agreement in accordance with the provisions of Article 26 below, any such license granted by the BVNA to the Client shall automatically terminate.

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

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

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

REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or breach of warranty under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement. The BVNA indemnity obligation under this section is limited to reimbursement of any expenditure, including reasonable attorney fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions of the Contractor.

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to a maximum \$1,000,000 under this Agreement.

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

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

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

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

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

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

16. **Choice of Forum.** The parties agree that in the event litigation is necessary between them to resolve any defaults or claims for damages, whether in contract or tort, or for declaratory or injunctive relief, or for any other legal matter whatsoever, that both parties stipulate and agree that the sole and exclusive forum and venue for bringing any such legal action shall be in Dallas County, Texas.

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

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

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

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

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this Agreement will

remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

19. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

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

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

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

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

If to Client:

City of Duncanville, Texas
Attn: City Manager
P.O Box 380280
Duncanville, Texas 75138-0280

If to BVNA:

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

With cc to:

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

24. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information as required by

state law or to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent or as required by state law.

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

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

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

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

29. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT
By: [Signature]
Print Name: CRES CONTRERAS
Title: INTERIM CITY MANAGER
Date: 5-13-13

BVNA
By: [Signature]
Print Name: DAVID STARKES
Title: DIRECTOR
Date: 5-17-13
DTQRR: [Signature]
Date: 5/17/2013

Attachment A - Scope of Services
Attachment B - Fee Schedule

ATTACHMENT A
SCOPE OF SERVICES

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

Plan Review

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

Inspections

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

CLIENT INITIALS: 

BVNA INITIALS: 

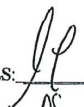
ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

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

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

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

CLIENT INITIALS: 

BVNA INITIALS: 

RESOLUTION NO. 2023-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PERSONAL SERVICE AGREEMENT OF BUILDING INSPECTION SERVICES WITH BUREAU VERITAS (ATTACHMENT A) IN THE UNIT AMOUNT WITH AN ESTIMATED ANNUAL EXPENDITURE AMOUNT OF SEVENTY THOUSAND DOLLARS \$70,0000 (ATTACHMENT B); AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY WORK ORDERS AND/OR DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, It is necessary to provide building inspections to ensure the health, life and safety of all structures within the City of Duncanville;

WHEREAS, on December 16, 2020 the City Council of Duncanville, Texas amended the existing contract with Bureau Veritas

WHEREAS, Bureau Veritas provides inspections on a demand basis during times of inspector absence due to illness, vacation or training;

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

SECTION 1. The City of Duncanville, Texas, hereby approves the terms and conditions of a personal service agreement with Bureau Veritas to provide on demand building inspections as set forth in the attached Attachment A; such services shall be compensation on an individual inspection fee basis in accordance with Attachment B, in an amount not to exceed seventy thousand dollars (\$70,000).

SECTION 2. Authorizes the Interim City Manager or designees authorized to execute the necessary work orders and/or documents to conform to this Resolution as appropriate.

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 6th day of June, 2023.

APPROVED

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

ATTACHMENT A



The following is hereby accepted as an amendment to Attachment A (Scope of Services) and Attachment B (Fee Schedule) of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Duncanville, Texas, dated May 17, 2013 by adding additional scope of services and their accompanying fees.

SCOPE OF SERVICES

Backup Inspections

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

FEE SCHEDULE

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

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

City of Duncanville, Texas

Bureau Veritas, North America, Inc.

By: Paul Fredriksen
 Title: Interim City Manager

By: Van Tran
 Title: VP Facilities Division, Central & East

DATE
 Signature: [Signature]
 Date: 12/16/2020

Signature: [Signature]
 Date: 12/4/2020
 DTQRR: David Stanford
 Date: 12/4/2020

City of Duncanville Amendment, December 4, 2020



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of May, 2023, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Duncanville, Texas (herein called "Client").

RECITALS

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

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

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

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

AGREEMENT

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

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually after providing Client at least 45 days written notice.

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

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

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of Client receiving the invoice from BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the rate of five (5) percent per annum.
- (c) If Client fails to pay any invoice fully within thirty (30) days after the date Client receives the invoice from BVNA, then BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of

services plus all interest. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

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

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

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of the BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of the BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of the BVNA and then only in the manner prescribed by the BVNA. If the BVNA terminates the Agreement in accordance with the provisions of Article 26 below, any such license granted by the BVNA to the Client shall automatically terminate.

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

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

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

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REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or breach of warranty under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement. The BVNA indemnity obligation under this section is limited to reimbursement of any expenditure, including reasonable attorney fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions of the Contractor.

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to a maximum \$1,000,000 under this Agreement.

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

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

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

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

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

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

16. **Choice of Forum.** The parties agree that in the event litigation is necessary between them to resolve any defaults or claims for damages, whether in contract or tort, or for declaratory or injunctive relief, or for any other legal matter whatsoever, that both parties stipulate and agree that the sole and exclusive forum and venue for bringing any such legal action shall be in Dallas County, Texas.

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

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

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

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

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this Agreement will

remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

19. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

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

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

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

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

If to Client: City of Duncanville, Texas
Attn: City Manager
P.O. Box 380280
Duncanville, Texas 75138-0280

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

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

24. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information as required by

state law or to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent or as required by state law.

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

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

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

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

29. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

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CLIENT
By: [Signature]
Print Name: GREG CONTRERAS
Title: INTERIA CITY MANAGER
Date: 5-13-13

BVNA
By: [Signature]
Print Name: DANIEL STANFORD
Title: DIRECTOR
Date: 5-17-13
DTQRR: [Signature]
Date: 5/17/2013

Attachment A - Scope of Services
Attachment B - Fee Schedule

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ATTACHMENT A
SCOPE OF SERVICES

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

Plan Review

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

Inspections

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

CLIENT INITIALS: 

BVNA INITIALS: 

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ATTACHMENT B

ATTACHMENT B FEE SCHEDULE

Commercial and Multi-Family construction plan review

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

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

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

CLIENT INITIALS: 

BYNA INITIALS: 

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STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Consider an Ordinance revising the operating budget for Fiscal Year 2022-2023 by appropriating supplemental revenues and revising expenditures.

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:

Jennifer Otey, Chief Innovation Officer

BACKGROUND/HISTORY:

The purpose of this ordinance is to revise the FY 2022-2023 Adopted Budget to reflect proposed changes in appropriations of revenues and expenditures among various funds and accounts. Requested revisions primarily consist of inter-fund transfers to capture project allocations and expenditures in the appropriate project fund. Additionally, capital improvement project costs and plans have changed since the FY 2022-2023 Adopted Budget, including the recent Swan Ridge project. Revisions include recommended funding for the shortages for this project from fund balance.

POLICY EXPLANATION:

The Texas Local Government Code 102.010 allows for changes to the municipality's budget as necessary for operations.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approved the operating budget revisions for FY 2022-2023 as detailed in the ordinance and Exhibit A.
2. Do not approve the operating budget revision as presented.
3. Other actions as directed by Council.

ATTACHMENTS:

[Ordinance No. - 2446R - Amending FY 2022-23 Budget - Pdf](#)

ORDINANCE NO. 2446R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2022-2023 TO APPROPRIATE SUPPLEMENTAL REVENUES AND REVISE EXPENDITURES AS SET FORTH IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE RELATED DOCUMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2022-2023 Operating Budget by Ordinance 2446 on August 30, 2022, appropriating the necessary funds out of general revenues, grants, and other revenue sources for the maintenance and operation of various funds, departments, activities, and improvements of the City; and

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

WHEREAS, circumstances have arisen during the fiscal year which has, or will, require the expenditure of additional funds in some line items of the budget, and which there is supplemental revenue to provide for adequate funding; and

WHEREAS, the Interim City Manager is submitting a budget amendment of revenues and expenditures for conducting affairs for municipal purposes of the City for the Fiscal Year 2022-2023.

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

SECTION 1. The Operating Budget for Fiscal Year 2022-2023 be, and hereby, amended to appropriate supplemental revenues and revise expenditures as set forth in Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes; and, that the Interim City Manager shall execute such revision as authorized herein.

SECTION 2. The balance of the Operating Budget, as amended, except as amended and revised herein, shall remain in full force and effect.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of June, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

001 - GENERAL FUND

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
50 - PROPERTY TAXES	(18,692,686)	(20,805,379)		(20,805,379)
51 - SALES & OTHER TAXES	(9,747,900)	(9,538,417)		(9,538,417)
52 - PERMITS & LICENSES	(633,155)	(572,050)		(572,050)
53 - FINES & FEES	(299,672)	(386,600)		(386,600)
54 - INTERGOV REVENUES	(173,031)	(237,500)		(237,500)
55 - INTEREST	(65,572)	(67,700)		(67,700)
56 - FRANCHISE FEE REV	(1,816,561)	(1,739,000)		(1,739,000)
57 - CHARGES FOR SERVICES	(1,833,524)	(1,120,300)		(1,120,300)
58 - TRANSFER FROM FUNDS	(2,715,192)	(2,905,293)		(2,905,293)
59 - OTHER SOURCES	(725,458)	(391,000)		(391,000)
Revenue Total	(36,702,751)	(37,763,239)	-	(37,763,239)
Expense				
60 - SALARY AND BENEFITS	21,733,555	24,150,028		24,150,028
72 - SUPPLIES & MATERIALS	1,422,519	2,029,181		2,066,610
73 - CONTRACT & PROF SVCS	7,143,528	7,028,950		7,014,643
74 - MAINT & REPAIR SVCS	694,756	1,385,657		1,385,317
75 - UTILITIES	814,417	952,225		940,165
76 - CAPITAL OUTLAY	155,714	161,175		156,703
77 - DEBT SERVICES	60,129	-		-
78 - TRANSFER TO FUNDS	2,198,589	1,169,982	500,000	1,669,982
79 - OTHER FINANCING USES	364,256	509,461		503,211
Expense Total	34,587,463	37,386,658	500,000	37,886,658
Grand Total	(2,115,288)	(376,581)	500,000	123,419
BEGINNING FUND BALANCE	(15,256,108)			(17,181,912)
ENDING FUND BALANCE *	(17,181,912)			(17,058,493)

*** UNAUDITED**

AMENDMENT REQUEST: \$500,000 from fund balance to cover the overage for the Street CIP portion of the Swan Ridge project. This request reduces the estimated ending fund balance by \$123,419.

EXHIBIT A

002 - WATER/SEWER UTILITY FUND

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
53 - FINES & FEES	(3,640)	(4,000)		(4,000)
54 - INTERGOV REVENUES	(23,733)	(600)		(600)
55 - INTEREST	(15,736)	(17,100)		(17,100)
57 - CHARGES FOR SERVICES	(19,067,484)	(19,132,989)		(19,132,989)
59 - OTHER SOURCES	(320,477)	(70,777)		(70,777)
Revenue Total	(19,431,070)	(19,225,466)		(19,225,466)
Expense				
60 - SALARY AND BENEFITS	2,035,375	2,255,320		2,255,320
71 - OFFSET EXP ACCOUNTS	-	-		-
72 - SUPPLIES & MATERIALS	308,060	689,121		687,121
73 - CONTRACT & PROF SVCS	9,258,438	9,779,393	100,000	9,882,393
74 - MAINT & REPAIR SVCS	294,618	333,600		333,600
75 - UTILITIES	91,531	122,612		122,612
76 - CAPITAL OUTLAY	-	9,490		9,490
77 - DEBT SERVICES	-	-		-
78 - TRANSFER TO FUNDS	7,527,476	5,998,881	3,000,000	8,998,881
79 - OTHER FINANCING USES	6,994	19,950		18,950
Expense Total	19,522,492	19,208,367	3,100,000	22,308,367
Grand Total	91,422	(17,099)	3,100,000	3,082,901
BEGINNING FUND BALANCE	(14,495,361)			(14,427,591)
ENDING FUND BALANCE *	(14,427,591)			(11,344,691)

* **UNAUDITED**

AMENDMENT REQUEST:

1. Request \$100,000 for emergency sanitary sewer overflow bypass operation at Harrington Park at Stewart Branch. This has already been completed but request will allow the funds to complete planned Sanitary Sewer Evaluation Study, which is part of the Sanitary Sewer Overflow Initiative agreement with Texas Commission on Environmental Quality.
2. Request \$3,000,000 in additional transfer to Utility CIP to cover planned projects through remainder of FY 2023. The budget was planned with the intention of having Utility debt issuance. This has not happened and not projected to happen during the remainder of the Fiscal Year.

EXHIBIT A

015 - DRAINAGE FUND

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
55 - INTEREST	-	(200)		(200)
57 - CHARGES FOR SERVICES	(803,189)	(780,000)		(780,000)
59 - OTHER SOURCES	-	-		-
Revenue Total	(803,189)	(780,200)	-	(780,200)
Expense				
60 - SALARY AND BENEFITS	104,202	133,878		133,878
72 - SUPPLIES & MATERIALS	10,430	19,508		19,508
73 - CONTRACT & PROF SVCS	57,084	138,669		138,669
74 - MAINT & REPAIR SVCS	6,880	8,000		8,000
75 - UTILITIES	140	168		168
76 - CAPITAL OUTLAY	138,614	1,427,147	134,211	1,561,358
78 - TRANSFER TO FUNDS	-	-		-
79 - OTHER FINANCING USES	200	5,060		5,060
Expense Total	317,550	1,732,430	134,211	1,866,641
Grand Total	(485,639)	952,230	134,211	1,086,441
BEGINNING FUND BALANCE	(1,125,664)			(1,611,303)
ENDING FUND BALANCE *	(1,611,303)			(524,863)

*** UNAUDITED**

AMENDMENT REQUEST: \$134,211 is requested from fund balance to cover the overage in the Swan Ridge project for the drainage portion. \$115,789 was the original estimate. \$250,000 is the new cost.

EXHIBIT A

017 - UTILITY CAPITAL PROJECTS

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
54 - INTERGOV REVENUES	-	-	(149,340)	(149,340)
55 - INTEREST	-	(1,000)		(1,000)
58 - TRANSFER FROM FUNDS	(5,000,000)	(2,000,000)	(3,000,000)	(5,000,000)
59 - OTHER SOURCES	-	(5,000,000)	5,000,000	-
Revenue Total	(5,000,000)	(7,001,000)	1,850,660	(5,150,340)
Expense				
73 - CONTRACT & PROF SVCS	159,920	-		-
76 - CAPITAL OUTLAY	3,062,482	6,170,164	852,671	7,022,835
Expense Total	3,222,401	6,170,164	852,671	7,022,835
Grand Total	(1,777,599)	(830,836)	2,703,331	1,872,495
BEGINNING FUND BALANCE	(846,205)			(2,592,570)
ENDING FUND BALANCE *	(2,592,570)			(720,075)

* **UNAUDITED**

AMENDMENT REQUEST:

1. Amendment request to reflect the estimated FEMA grant reimbursement for emergency generator of \$149,340.
2. Amendment request to remove the \$5,000,000 projected for bond issuance and add 3,000,000 from Utility Fund to cover Utility CIP projects. Net adjustment to revenue is 1,850,660 less than budgeted.
3. Amendment request to add \$852,671 for overage of Swan Ridge project for the Utility portion.

EXHIBIT A

020 - STREET/ALLEY CIP FUND

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
50 - PROPERTY TAXES	-	-		-
54 - INTERGOV REVENUES	(90,006)	(91,000)		(91,000)
55 - INTEREST	-	-		-
58 - TRANSFER FROM FUNDS	(860,722)	(85,000)	(500,000)	(585,000)
59 - OTHER SOURCES	-	-		-
Revenue Total	(950,727)	(176,000)	(500,000)	(676,000)
Expense				
73 - CONTRACT & PROF SVCS	8,513	20,000		20,000
76 - CAPITAL OUTLAY	243,085	607,267	500,000	1,107,267
Expense Total	251,597	627,267	500,000	1,127,267
Grand Total	(699,130)	451,267	-	451,267
BEGINNING FUND BALANCE	(195,748)			(894,875)
ENDING FUND BALANCE *	(894,875)			(443,608)

*** UNAUDITED**

AMENDMENT REQUEST:

1. Amend revenues to reflect the \$500,00 transfer from general fund to cover overage for Swan Ridge.
2. Amend expenses to reflect the \$500,000 increase in cost for Swan Ridge.

EXHIBIT A

024 - PARK CAPITAL IMPROV FUND

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
58 - TRANSFER FROM FUNDS	(5,220,000)	-	(494,415)	(494,415)
59 - OTHER SOURCES	-	-	-	-
Revenue Total	(5,220,000)	-	(494,415)	(494,415)
Expense				
76 - CAPITAL OUTLAY	-	5,200,000		5,200,000
Expense Total	-	5,200,000	-	5,200,000
Grand Total	(5,220,000)	5,200,000	(494,415)	4,705,585

BEGINNING FUND BALANCE	(21,046)	(5,241,043)
ENDING FUND BALANCE *	(5,241,043)	(535,458)

*** UNAUDITED**

AMENDMENT REQUEST:

1. Amend revenues to reflect \$494,415 transferred from Capital Improvement Project (026). This amount is the remainder of the bond proceeds allocated for Park projects.

EXHIBIT A

026 - CAPITAL IMPROVEMENT PROJ FUND

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
55 - INTEREST	(29,281)	(100,000)		(100,000)
58 - TRANSFER FROM FUNDS	-	-	(1,023,236)	(1,023,236)
59 - OTHER SOURCES	-	-		-
Revenue Total	(29,281)	(100,000)	(1,023,236)	(1,123,236)
Expense				
73 - CONTRACT & PROF SVCS	309,876	25,000		25,000
76 - CAPITAL OUTLAY	1,405,044	9,600,000		9,600,000
77 - DEBT SERVICES	-	-		-
78 - TRANSFER TO FUNDS	5,200,000	-	494,415	494,415
Expense Total	6,914,920	9,625,000	494,415	10,119,415
Grand Total	6,885,640	9,525,000	(528,821)	8,996,179
BEGINNING FUND BALANCE				(19,771,548)
ENDING FUND BALANCE *				(10,775,369)

* **UNAUDITED**

AMENDMENT REQUEST:

- Request amendment to revenues to reflect transfers into the Capital Improvement Fund for bond projects.
 - \$15,500 is currently in the Fire Department general fund budget for furniture. Furniture will be purchased by the contractor.
 - \$878,025 is the remainder of the Municipal roof project not needed to offset the overage in the Fire Station project. This amount is currently in the One-Time Project fund (041).
 - \$142,711 is the remainder of the Fuel Tank upgrade project from FY 2020. This project was put on hold to upgrade in conjunction with the Service Center Renovation project.
- Request amendment to expenses to reflect transfer out for the remainder of the bond proceeds for Park projects.

EXHIBIT A

041 - ONE-TIME PROJECTS

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
58 - TRANSFER FROM FUNDS	(1,136,000)	-	(37,797)	(37,797)
Revenue Total	(1,136,000)	-	(37,797)	(37,797)
Expense				
72 - SUPPLIES & MATERIALS	-	-	-	-
73 - CONTRACT & PROF SVCS	8,800	10,000	(10,000)	-
74 - MAINT & REPAIR SVCS	-	-	-	-
76 - CAPITAL OUTLAY	195,764	-	1,938,610	1,938,610
78 - TRANSFER TO FUNDS	608,363	-	1,007,736	1,007,736
Expense Total	812,927	10,000	2,936,346	2,946,346
Grand Total	(323,073)	10,000	2,896,549	2,908,549
BEGINNING FUND BALANCE	(2,685,904)			(3,008,977)
ENDING FUND BALANCE *	(3,008,977)			(100,428)

*** UNAUDITED**

AMENDMENT REQUEST:

1. Amendment to revenues is to reflect a transfer from budget items in both Police and Fire general fund budgets for P-25 related cost. Twelve month of subscription to City of Dallas, as required for the P-25 radio system, did not go live until May 2023, and therefore transferring a portion to P-25 project to cover additional expenses.
2. Amendment of \$1,938,610 to expenses to reflect remaining P-25 project allocation, missed in the adopted budget planning process, as well as adding \$37,500 to cover replacement of SWAT headsets no longer usable due to P-25. The purchase of the new headsets will ensure operability within that network.
3. Amendment of \$1,007,736 in expense is to transfer out to fund 026 (Capital Improvement Project Fund) to go toward the Fire Station project and Service Center Renovation project.

EXHIBIT A

230 - JUVENILE CASE MANAGER FUND

BUDGET - FY 2022-2023

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	CHANGE	REVISED BUDGET FY 22-23
Revenue				
53 - FINES & FEES	(8,998)	(12,000)		(12,000)
55 - INTEREST	-	(200)		(200)
Revenue Total	(8,998)	(12,200)	-	(12,200)
Expense				
60 - SALARY AND BENEFITS	25,272	-		-
72 - SUPPLIES & MATERIALS	-	250		250
73 - CONTRACT & PROF SVCS	100	75		75
78 - TRANSFER TO FUNDS	-	10,000		10,000
79 - OTHER FINANCING USES	200	650	100	750
Expense Total	25,571	10,975	100	11,075
Grand Total	16,574	(1,225)	100	(1,125)
BEGINNING FUND BALANCE	(16,943)			(369)
ENDING FUND BALANCE *	(369)			(1,494)

* **UNAUDITED**

AMENDMENT REQUEST:

1. Amendment of \$100 to expenses. This fund is strictly used for the Juvenile Case Manager, revenues received from Court fines. The additional \$100 will go toward travel for the manager in an upcoming conference.



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Election of Mayor Pro Tem for 2023-2024.

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:

Kristin Downs, Interim City Secretary

BACKGROUND/HISTORY:

The City Charter, Section 2.05 states “The Council shall elect from among the councilmen a Mayor pro tempore who shall act as Mayor during the absence or disability of the Mayor.” Per the Council Rules of Procedure adopted June 3, 2014, the Mayor Pro Tem shall be elected by a majority vote of the Councilmembers present at the first regular meeting of the City Council following the swearing in of newly elected Councilmembers from the May general election (Paragraph A.9). The Mayor Pro Tem shall be elected for a one-year term and shall serve until replaced by Mayor Pro Tem election. The Councilmember currently serving as Mayor Pro Tem shall not be eligible to serve consecutive terms (Paragraph A.10)

POLICY EXPLANATION:

Per the City Council Rules of Procedure adopted June 3, 2014, criteria to be considered in the election of Mayor Pro Tem:

- Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor Pro Tem to assist in representing the City when scheduling conflicts occur.
- The Mayor Pro Tem should have demonstrable leadership abilities and a good working relationship with his/her fellow Councilmembers and City staff.

- Councilmember must have served a minimum of one (1) year on subject City Council before being eligible to serve as Mayor Pro Tem.
- Councilmember should resist outside lobbying efforts by citizens on behalf of a particular Councilmember or for a particular council district.
- In the final analysis, more than one Councilmember may meet the criteria to serve as Mayor Pro Tem. A Councilmember's vote should be cast for the one member he/she feels can best serve the City as Mayor Pro Tem for the coming year. Since only one person will be elected Mayor Pro Tem, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability or disrespect to the citizens of the district they represent.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

Appointment of a Mayor Pro Tem.



STAFF REPORT

MEETING: City Council - 06 Jun 2023

TITLE:

Appoint three City Councilmembers and two citizens to serve on the Audit Committee, and designate a chairman for the committee.

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:

Kristin Downs, Interim City Secretary

BACKGROUND/HISTORY:

The Audit Committee of the Duncanville City Council is authorized to the City Council in fulfilling its financial and compliance oversight responsibilities. It is to be the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of City fiscal management, and the adequacy of financial disclosures to the public. The Audit Committee serves as the focal point for communication between the City Council, the independent auditor, and City management.

The Audit Committee's primary duties and responsibilities are to:

1. Advise the City Council and management on the selection of the independent auditor;
2. Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system;
3. Review and appraise the audit efforts of the City's independent auditor.

POLICY EXPLANATION:

In accordance with Resolution No. 2015-111714, the Audit Committee shall be appointed at the first regular City Council meeting in June, and is comprised of three or more members as determined by the City Council. Three of the members shall be appointed by the City Council from among its own members. Additionally, two members may be appointed who are not members of the City Council or the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, auditing, and functions of the city.

During the past year, City Councilmembers serving on the Audit Committee were:

- Patrick Harvey, Chairman of the Audit Committee and City Councilmember
- Don McBurnett - City Councilmember
- Joe Veracruz - City Councilmember

During the past year, private citizens serving on the Audit Committee were:

- James Talley - CPA
- Sue Clark

Audit Committee member James Talley has indicated his willingness to serve another year if so appointed.

Audit Committee member Sue Clark has indicated she does not wish to serve another year.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

Appointment of Audit Committee members.

ATTACHMENTS:

[Attachment 1 - Audit Committee Resolution No 2015-111714](#)

Attachment 1

RESOLUTION NO. 2015-111714**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING RESOLUTION 2003-102109 IN ITS ENTIRETY AND ESTABLISHING A NEW CITY COUNCIL AUDIT COMMITTEE PROVIDING FOR A PURPOSE, MEMBERSHIP MEETING, DUTIES AND RESPONSIBILITIES; AND, PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Audit Committee of the Duncanville City Council has hereto been established to assist the City Council in fulfilling its financial and compliance oversight responsibilities by Resolution 2003-102109; and

WHEREAS, the Audit Committee is to be the Duncanville City Council's principal agent in ensuring the independence of the City's financial audit, the integrity of City management, and the adequacy of the financial disclosures to the public; and

WHEREAS, the Duncanville City Council has developed the City of Duncanville City Council Audit Committee to continue outlining the purpose, membership, meetings, and responsibilities and duties of the Committee; and

WHEREAS, the Duncanville City Council desires to formally adopt a new and revised City of Duncanville City Council Audit Committee.

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

Section 1: The City Council of the City of Duncanville hereby repeals Resolution No. 2003-102109 in its entirety and replacing it with a new City Council Audit Committee Resolution to hereby read as follows:

A. Purpose

- (1) The Audit Committee of the Duncanville City Council is hereby established to assist the City Council in fulfilling its financial and compliance oversight responsibilities. It is to be the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of the City management, and the adequacy of financial disclosure to the public. The Audit Committee is to serve as the focal point for communication between the City Council, the independent auditor, and City management. The Audit committee's primary duties and responsibilities are to:

- Advise the City Council and management on the selection of the independent auditor.

Attachment 1

- Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal controls system.
- Review and appraise the audit efforts of the City's independent auditor.
- Provide an open avenue of communication among the independent auditor, financial and senior management, and the Duncanville City Council.

B. Membership

- (1) The Audit Committee shall be appointed annually at the first City Council meeting each June. The Audit Committee shall be comprised of three or more members as determined by the City Council, each of whom shall be independent and free from any relationship that, in the opinion of the City Council, would interfere with the exercise of his or her independent judgement as a member of the Audit Committee. Three of the members shall be appointed by the City Council from among its own members. Additionally, two members may be appointed who are not members of the City Council or the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, and auditing. Each member shall be appointed for a term of one year and the chairman of the Audit Committee shall be designated by the City Council. The City Council may, at its pleasure, replace any member of the committee at any time.
- (2) All members of the Audit Committee shall have a working familiarity with basic finance and accounting practices, as well as the compliance environment in which the City operates. Audit Committee members are encouraged to enhance their familiarity with governmental finance, accounting, auditing, laws and regulations by participating in educational programs.

C. Meetings

- (1) The Audit Committee shall meet initially as soon as possible after its appointment each year, at least one additional time annually, and more frequently as circumstances require. As part of its job to foster open communication, the Audit Committee should meet at least annually with management and with the independent auditor in separate executive sessions to discuss any matters that the Audit Committee or each of these groups believe should be discussed privately.

D. Responsibilities and Duties

- (1) The Audit Committee is charged to review the City's financial reports and other financial information; the City's systems of internal controls and ethics policies that management and the City Council have established; and the City's auditing, accounting, financial and compliance reporting process. Consistent with this function, the Audit Committee should foster adherence to, and should encourage continuous improvement of the City's policies, procedures and practices.

Attachment 1

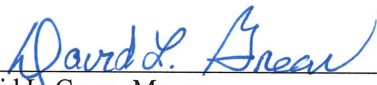
- (2) The Audit Committee shall, subject to review and approval of the entire City Council, determine its own rules of order and shall develop, adopt, review annually, and maintain as a primary resource, a manual of policies, procedures, and activities that it will follow in accomplishing its charter responsibilities and the discharge of its duties.

Section 2: This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of November, 2015.

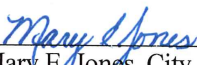
CITY OF DUNCANVILLE, TEXAS

APPROVED:



David L. Green, Mayor

ATTEST:



Mary E. Jones, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney