



Duncanville City Council Meeting Agenda

Via ZOOM videoconference

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

Tuesday, June 16, 2020

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

7:00 P.M. - Regular Session

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, June 16, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – June 16th”. All public comments submitted by 4pm on Tuesday, June 16, 2020 will be provided to the City Council members and entered into the record for the June 16, 2020 City Council Regular Meeting.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_PCMXoRQHtXCmfTk-Hi38sQ

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

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

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- | | | |
|----|---|--------|
| A. | Discuss potential options for utilizing Duncanville CARES Act funding.
CARES Act Funding | 5 |
| B. | Receive a presentation from consultant Dunkin, Sims, and Stoffels, Inc. regarding the bond improvements at Harrington Park.
Bond Improvements at Harrington Park | 6 |
| C. | Discuss the City Council Calendar.
Council Calendar | 7 - 10 |

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074 Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to wit, name an interim City Manager.
2. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberations about Real Property, to deliberate the purchase, exchange, lease, or value of real property, to wit: real properties generally located south of Wheatland Rd., east of Cedar Ridge and west of Cockrell Hill Rd.
3. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney concerning, contemplated litigation regarding a code enforcement for improper use of residential zoned real property located within the City.

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation in recognition of Juneteenth Day in Duncanville 2020. 11 - 12
[Proclamation - Juneteenth](#)

3. CITIZENS' INPUT

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

Public Comments submitted by email to the City Secretary via citysecretary@duncanville.com. All public comments submitted by 4pm on Tuesday, June 16, 2020 will be provided to all City Council members and will be entered into the record for the June 16, 2020 City Council Meeting.

The City Secretary will still set a two-minute time limit on the comments as they are read.

4. CONSENT AGENDA

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

- A. Consider the Minutes for the June 2, 2020 City Council Regular Meeting. 13 - 17
[2020-06-02 - City Council - Minutes - UNAPPROVED](#)
- B. Consider a Resolution supporting the submittal of a grant application to the North Central Texas Council of Governments for dedicated bike lanes on Daniieldale Road through the Transportation Alternatives Program. 18 - 21
[Support of Grant Application Submittal to NCTCOG](#)
- C. Consider a Resolution authorizing the purchase of audio visual and related equipment from Digital Resources Inc. through Buyboard Contract# 575-18 in the amount of \$59,473.34. 22 - 30
[Audio Visual and Related Equipment](#)
- D. Consider a Resolution approving the terms and conditions of a Project Specific Agreement for Roadway Striping for Type "B" and Type "E" Roadway with Dallas County, pursuant to the Dallas County Master Road and Bridge Interlocal Maintenance Agreement in an amount not to exceed \$22,936.50. 31 - 56
[Roadway Striping](#)
- E. Consider a Resolution adopting the Dallas County Hazard Mitigation Action Plan, as amended, 2020 Edition. 57 - 60
[Dallas County Hazard Mitigation Action Plan](#)

- F. Consider a Resolution authorizing the assignment of an agreement for purchase of petroleum products from Eagle Oil, LLC to U.S. Venture, Inc. dba/ U. S. Oil. 61 - 69
[Fuel Purchase through Tarrant County Contract](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

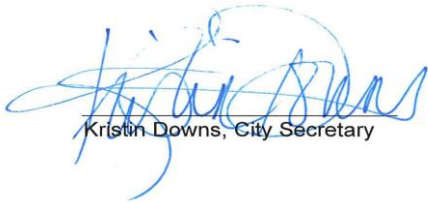
- A. Consider amending Resolution 2020-026R2, extending and amending a State of Emergency as a result of the COVID-19 Virus; providing for Interim Public Safety Measures; Repealing all Resolutions in Conflict [Amended - State of Emergency - COVID-19](#) 70 - 84
- B. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Economic Development Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, June 11, 2020 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

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

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

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

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



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Discuss potential options for utilizing Duncanville CARES Act funding.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Jessica James, Economic Development Director

Tia Pettis, Assistant Finance Director

Tonya Hunter, Regional Emergency Management Operations Coordinator

BACKGROUND/HISTORY:

On May 11, 2020, the State of Texas announced the distribution of State CARES Act Funding to local governments. As part of the chosen distribution formula, the cities within Dallas County are not eligible for State assistance and were directed to seek funding from the distribution sent directly to the County.

On May 19, 2020, the Dallas County Commissioners Court approved an Interlocal Agreement and allocation of funding for the cities in Dallas County. Duncanville's funding allocation was based on \$55 per capita and 2018 population estimates.

POLICY EXPLANATION:

On June 2, 2020, the Duncanville City Council unanimously approved an Interlocal Agreement between the City of Duncanville and Dallas County to accept \$2,173,050 worth of funding under the Coronavirus Aid Relief and Economic Security Act (CARES ACT) for disaster relief assistance. Of this funding, 20% or \$434,610 will be immediately available for expenses incurred as a result of the COVID-19 pandemic. An additional 80% or \$1,738,440 will be available for relief assistance as the City Council desires, as long as it complies with CARES Act guidance and requirements.

Staff will be presenting City Council with various options to consider in order to most effectively utilize the funding. The City of Duncanville must utilize these funds by the end of the year.

FUNDING SOURCE:

The Coronavirus Aid Relief and Economic Security Act (CARES ACT) will provide program funding.

RECOMMENDATION:

Staff is looking for guidance from City Council on how they would like to utilize the Coronavirus Aid Relief and Economic Security Act (CARES ACT) funding provided to Duncanville by Dallas County.



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Receive a presentation from consultant Dunkin, Sims, and Stoffels, Inc. regarding the bond improvements at Harrington Park.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

The City's consultant Dunkin, Sims, and Stoffels, Inc. will provide an update on the design progress of the proposed improvements at Harrington Park, funded through the 2018 bond election. The design/construction plans are approximately 95% complete and it is anticipated the project to move into construction in the fall of 2020. This time frame was communicated and agreed upon with the youth sports associations with the knowledge that the fall season will be canceled to allow for the demolition and construction of the park improvements. Improvements include new concession/restroom facilities for soccer and baseball, an expanded parking lot and associated lighting, a new pavilion, and a bridge to connect Harrington and Waterview parks over Ten Mile Creek. The City intends to utilize the Construction Manager At Risk form of procurement that will allow us to control the cost of the project and the selection of a qualified construction firm with specialized experience in park construction. The bridge may be separated out from the other park improvements in order to apply for various grants available for trail construction.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

2019 Bond Funds

RECOMMENDATION:

No formal action is required; however, City Council feedback and input is welcome.



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Discuss the City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

Kevin Hugman, City Manager

BACKGROUND/HISTORY:

Discussion on whether to hold the July 7, 2020 Regular City Council Meeting or to cancel.

Discussion on Boards and Commissions interviews; in person or via ZOOM.

Discussion on videoconferencing of City Council meetings.

Discussion regarding other meetings as necessary.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

N/A

RECOMMENDATION:

Discussion on the City Council Calendar.

ATTACHMENTS:

[Attachment 1 - City Council Calendar](#)

ATTACHMENT 1

June 2020

June 2020							July 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1	2 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	3	4	5	6
7	8 5:00pm Pre-Budget Workshop (Briefing Room)	9 6:00pm Pre-Budget Workshop (Briefing Room)	10	11	12	13
14	15	16 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	17	18	19	20 duncanSWITCH - Chamber Event
21	22	23	24	25	26	27
28	29	30	Jul 1	2	3	4

City Council Calendar

1

6/8/2020 9:22 AM

ATTACHMENT 1

July 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30	31					29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1	2	3	4
5	6	7 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	8	9	10	11
12	13	14	15	16	17	18 duncanSWITCH - Chamber Event
19	20 6:00pm Joint Meeting w/P&Z	21 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	22	23	24	25
26	27 B&C Interviews	28 B&C Interviews	29	30	31	Aug 1

City Council Calendar

1

6/8/2020 9:22 AM

ATTACHMENT 1

August 2020

August 2020						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 26	27	28	29	30	31	Aug 1
2	3	4 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	5	6	7	8
9	10 6:00pm Joint Meeting w/Park Board	11	12	13	14	15 duncanSWITCH - Chamber Event
16	17 6:00pm Joint Meeting w/P&Z	18 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	19	20	21	22 Fire Truck Pull
23	24 6:00pm Joint Meeting w/DCEDC (Library)	25	26	27 Town Hall - TBD ??	28	29
30	31	Sep 1	2	3	4	5

City Council Calendar

1

6/10/2020 8:52 AM



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Proclamation in recognition of Juneteenth Day in Duncanville 2020.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

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". The City of Duncanville has historically recognized Juneteenth Recognition Day and the Mayor traditionally recognizes these events by proclamation.

POLICY EXPLANATION:

The annual Best Southwest Juneteenth Celebration will be held June 15 - 19 at 7 p.m. This virtual experience is part of a 5-part web series on the City of Desoto's YouTube page. We encourage all elected officials and citizens to join in the celebration and tune in each night.
<https://www.youtube.com/user/desotocity>

FUNDING SOURCE:

There is no policy decision associated with this item.

RECOMMENDATION:

This is a proclamation only, and no action is required.

ATTACHMENTS:

[Attachment 1 - Proclamation - Juneteenth](#)

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 2020 Best Southwest Juneteenth Celebration will be held June 15 - 19 at 7 p.m. on the City of Desoto's YouTube page as part of a 5-part web series.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim June 19, 2020 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 16th day of June, 2020.

Mayor, The City of Duncanville

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, June 2, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, June 2, 2020, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

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

STAFF VIA VIDEO
CONFERENCING:

IT Director Tracy Beekman
Finance Director Richard Summerlin
City Secretary Kristin Downs
Assistant City Manager Paul Frederiksen
City Manager Kevin Hugman
City Attorney Robert Hager

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, May 19, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – June 2nd”. All public comments submitted by 4pm on Tuesday, June 2, 2020 will be provided to the City Council members and entered into the record for the June 2, 2020 City Council Regular Meeting.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_AYo6xcJUTcWNdstiEYM6jQ

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

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

II. WORK SESSION / BRIEFING

II.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and City Manager Hugman reviewed each item. Item 4G - an Agreement of Cooperation for CDBG/HOME/ESG Programs with Dallas County. An administrative contract with Dallas County to allow the city to participate in the CDBG program; the city does not participate in HOME or ESG. The contract is effective for three years. The contract is not tied to the funding however, If the agreement is not in place the city cannot participate.

II.2. BRIEFINGS / PRESENTATIONS

II.2.A. *Discuss the City Council Calendar.*

City Manager Hugman presented the item.

Council concluded the June 8th and 9th Budget workshops will be hybrid meetings.

Council concluded due to current restrictions with COVID-19, the Joint meeting with the Planning and Zoning Commission will be postponed until July and August.

Mayor Gordon recessed the Briefing Session at 6:38 p.m. for City Council to convene into Executive Session.

III. **EXECUTIVE SESSION**

The Executive Session was called into session at 6:48 p.m. and City Attorney Hager read the item into record.

III.1 ***City Council shall convene into closed executive session pursuant to Section 551.074 Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to wit, name an interim City Manager effective July 1, 2020.***

The Council closed the Executive Session at 7:24 p.m.

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

The City Council convened into Regular Session in the Council Chambers at 7:27 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Councilmember Jameson

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

IV.1. **REPORTS**

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

Mayor Gordon read a statement in regard to the unjust death of George Floyd.

Assistant Police Chief LiVigni read a letter him and Chief Brown composed.



June 1, 2020

The Duncanville Police Department sends our condolences to the family of Mr. George Floyd. The appalling death of Mr. Floyd, a week ago today, at the hands of police officers of the Minneapolis Police Department was inhumane, deeply disturbing, upsetting and heartbreaking. The actions and use of force displayed are inconsistent with the training and protocols of the Duncanville Police Department.

Furthermore, the Duncanville Police Department has implemented additional training for our police officers regarding Care, Custody, Control and Restraint of Prisoners. This additional training is meant to augment training our police officers have already received, thereby enhancing our commitment to our duty of care to all, especially those in our custody. Additionally, and beyond citizen interaction training recently mandated by the State of Texas, members of our department have attended de-escalation training, as well as training on the concept of implicit bias, all of which are of paramount importance in effectively and compassionately providing professional police services to our community.

While no single incident should define a City or its Police Department, we as police officers must be willing to stand up and denounce injustice which so clearly shocks our conscience in the absence of any viable explanation, especially when the injustice is committed by a police officer. Simply put, the involved Minneapolis Police Officers must be held legally accountable for their actions and inactions. The legitimacy of law enforcement throughout our country is based on our objective reputation which directly affects our effectiveness. That legitimacy rests solely with the communities we serve based on their trust in our police organizations.

The Duncanville Police Department has enjoyed a long history of community support. Everyday, members of our department strive to compassionately and professionally ensure public safety of all citizens. Please rest assured, the men and women of the Duncanville Police Department prioritize the sanctity of life in every situation. Further, we are committed to respecting and protecting the dignity, safety and rights of all citizens. The Duncanville Police Department remains steadfast in our duty to honorably serve the citizens of Duncanville while being accountable to you, our citizens, through our unparalleled professionalism and dedication.



Our badge has been tarnished by Mr. Floyd's senseless and tragic death. Our job will be even more difficult because of the inexcusable actions of police officers formerly employed by the Minneapolis Police Department. However, the men and women of the Duncanville Police Department are committed to working even harder to keep, and in some cases gain, your trust. We thank you for your tremendous support.

Sincerely,

Robert D. Brown, Jr.
Chief of Police
Duncanville Police Department

Mark LiVigni
Assistant Chief of Police
Duncanville Police Department

IV.1.B. **Councilmembers' Reports**

Councilmember Cooks spoke on the critical state of COVID-19 and the heightened awareness of racism in America.

Councilmember Anderson spoke on the task force with business owners; 12 business owners have been selected.

Mayor Pro Tem McBurnett encouraged all citizens to complete their census survey.

Councilmember Jameson expressed her sadness for the current racial events that have recently taken place.

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

None.

IV.2. **PROCLAMATIONS AND PRESENTATIONS**

None.

IV.3. **CITIZENS' INPUT**

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

Public Comments submitted by email to the City Secretary via citysecretary@duncanville.com. All public comments submitted by 4pm on Tuesday, June 2, 2020 will be provided to all City Council members and will be entered into the record for the June 2, 2020 City Council Meeting.

The City Secretary will still set a two-minute time limit on the comments as they are read.

Mayor Gordon read the item into record. The following spoke during the Citizens Input Period:

No one spoke.

IV.4. **CONSENT AGENDA**

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

- IV.4.A. *Consider the Minutes for the May 19, 2020 City Council Regular Meeting.*
- IV.4.B. *Consider a Resolution approving the Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT) for landscape improvements along U.S. Highway 67 Corridor.*
- IV.4.C. *Consider a Resolution authorizing a Cooperative Purchasing Agreement with Sam Pack's Five Star Ford LTD. through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$117,758.00.*
- IV.4.D. *Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract #1711050 Wastewater Improvements – Pipebursting, for the Public Works Department, with an estimated expenditure amount of \$1,162,258.75.*
- IV.4.E. *Consider a Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for mill & overlay of City streets in the amount of \$355,510.00.*
- IV.4.F. *Consider a Resolution approving the terms and conditions of the Project Specific Agreement with Dallas County for reconstruction and replacement of a portion of Wintergreen Rd and Drainage Pipe in the amount of \$122,000.00.*
- IV.4.G. *Consider a Resolution for an Agreement of Cooperation for CDBG/HOME/ESG Programs with Dallas County.*

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Johnette Jameson seconded the motion. The vote was cast 7 for, 0 against. Items passed.

IV.5. ITEMS FOR INDIVIDUAL CONSIDERATION

- IV.5.A. *Consider a Resolution approving an Interlocal Agreement by and between Dallas County, Texas and the City of Duncanville to provide funding to the City of Duncanville under the Coronavirus Aid Relief and Economic Security Act (CARES ACT) under the terms and conditions of said agreement; providing for administration; authorizing execution of the agreement by the Mayor.*

City Manager Hugman presented the item. CARES Act passed by US Congress; provided funding for state and local governments. Direct funding to counties and cities over 500,000 pop. State of Texas has allocated \$1.85B to cities and counties that did not receive direct allocation; cities in Dallas County not included.

Dallas County has allocated funding at \$55/capita to cities:

Duncanville share: **\$2,173,050**
 20% up-front: \$434,610

Interlocal Agreement:

Dallas County Commissioners Court approved ILA for cities

- 20% of funding available immediately
- 80% of funding available for relief assistance as the city may wish to program / use
 - Must comply with CARES Act requirements
 - Must have Dallas County approval prior to use of funds
- City has incurred \$277,726 in COVID-19 related expenses to date (personnel, equipment and services)

At-Large Councilmember Harvey encouraged the use of a third-party administrator to utilize the monies moving forward.

Mayor Gordon stated he has been in close contact with the commissioner's court and they strongly recommend Dallas County signs on with a third-party administrator to prevent the duplication of funds.

Councilmember Jameson requested Council see monthly reports on the monies being spent.

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

- IV.5.B. *Appoint City Councilmembers to serve on the Audit Committee and discuss and consider private citizens’ appointment to the Audit Committee, as well as designate a chairman for the committee.***
Finance Director Summerlin presented the item.

Councilmember Mark D. Cooks made a motion to appoint At-Large Councilmember Patrick Harvey as Chair and the following to the Audit Committee:

- City Council appointed the following to the Audit Committee:
- James Talley
 - Steve Rutherford
- City Council appointed the following Councilmembers to the Audit Committee:
- At-Large Councilmember Patrick Harvey as Chair
 - Councilmember Joe Veracruz
 - Councilmember Johnette Jameson

Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

- IV.5.C. *Take any necessary action as a result of the Executive Session.***
City Attorney Hager read the motion:

“Motion to appoint Paul Frederiksen as Interim City Manager effective July 1, 2020 subject to a contract prepared by City Attorney and approved by City Council”

Councilmember Johnette Jameson made a motion to approve the item, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

IV.6. STAFF AND BOARD REPORTS

- IV.6.A. *Receive the Public Works Department Quarterly Report.***

- IV.6.B. *Receive the Monthly Financial Report as of April 30, 2020.***
Discussion on sales tax revenue and the effect of COVID-19 took place.

V. ADJOURNMENT

The meeting was adjourned at 8:36 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Consider a Resolution supporting the submittal of a grant application to the North Central Texas Council of Governments for dedicated bike lanes on Daniieldale Road through the Transportation Alternatives Program.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 4. Create multi-modal transportation alternatives
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

The North Central Texas Council of Governments (NCTCOG) Call for Projects for the 2020 Transportation Alternatives Program recently concluded on May 15, 2020 with Duncanville submitting an application for dedicated bike lanes on Daniieldale Road. Approximately \$20 million in Transportation Alternatives funds will be available to award for eligible project construction activities for 2021 through 2023. The types of projects eligible under this Call include on- and off-road pedestrian and bicycle facilities, shared-use paths, and related pedestrian and bicycle safety countermeasures.

Elements of bicycle and pedestrian infrastructure may include:

- Pedestrian and bicycle signals
- Pedestrian lighting
- Projects to achieve compliance with the Americans with Disabilities Act of 1990
- Curb extensions, median pedestrian refuge islands, and other crossing safety improvements
- Traffic calming features
- Signage
- Bicycle parking
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized users

Following consultation with the NCTCOG's grant administration staff, the dedicated bike lanes planned for Daniieldale Road, including the corresponding reduction of vehicular lanes, was the best project to meet the objectives of the Transportation Alternatives Program. Not only will the dedicated bike lanes provide a safe biking alternative for the citizens of Duncanville, it will also provide vital links to similar bike lanes planned in the cities of Dallas and DeSoto that will ultimately provide a continuous bike lane from the Joe Pool Lake recreation area to I-35E.

The Danieldale Dedicated Bike Lanes is a project the community supports as evidenced by the overwhelming approval of a bond election in November 2018 for trails, including the construction of dedicated bike lanes on underutilized major arterials such as Danieldale Road. In addition, the City Council approved the Danieldale Road Corridor Study in November 2019 that further refines the vision for reducing the 6-lane road to a 4-lane road with dedicated bike lanes in both directions. As previously noted, the City is also collaborating with the cities of DeSoto and Dallas to further extend the bike lanes eastward to I-35. Once complete, the dedicated bike lane will provide approximately 7 miles of bike lanes from Clark Road to I-35, providing a vital east-west bike lane for southern Dallas County.

The dedicated bike lanes will be constructed utilizing the outside lanes of Danieldale Road, thus reducing the road to a 4-lane roadway with a 5-foot buffer and 6-foot bike lane in both directions. The project will include lane separators with flexible delineators to provide additional protection for the bike riders as well as be a visual barrier for auto drivers. Thermoplastic markings will be utilized in the 6-foot bike lanes with approved bike lane markings to further delineate the dedicated space for users. There is a one mile segment from Main Street to US-67 that is not included in the project as it is included in a road reconstructed project approved by the citizens in the November 2018 bond election.

The total project cost is estimated at \$2,999,040 and consists of a total of 32,000 linear feet of the lane separators with flexible delineators and thermoplastic markings. If the grant is awarded to the city, our share would be a 20% match equal to \$659,789. The City's match will be funded by the general obligation bonds approved in 2018. This is a reimbursable program and the City will have to pay the full upfront cost and upon NCTCOG review, will be reimbursed for 80% of construction cost at a total of \$2,339,251.

POLICY EXPLANATION:

The grant application requires a resolution of support from the authorizing entity for the Transportation Alternatives Program. Due to COVID-19, the resolution deadline was moved to July 17, 2020 to allow authorizing entities additional time with the reduced number of meetings and agendas limited to high priority items. Should the City Council decide not to support the grant application, it will be withdrawn from consideration by NCTCOG.

FUNDING SOURCE:

2018 Bond Fund - Parks

RECOMMENDATION:

Staff recommends approval of the Resolution supporting the submittal of a grant application to the North Central Texas Council of Governments for dedicated bike lanes on Danieldale Road through the Transportation Alternatives Program.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-053 - Support of the Danieldale Dedicated Bike Lanes Transportation Alternatives Project](#)

RESOLUTION NO. 2020-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, IN SUPPORT OF THE DANIELDALE DEDICATED BIKE LANES TRANSPORTATION ALTERNATIVES PROJECT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments and the regional forum for cooperative decisions on transportation; and,

WHEREAS, the Regional Transportation Council will award funding on September 10, 2020 for Active Transportation and Safe Routes to School projects through the Transportation Alternatives Call for Projects; and,

WHEREAS, the City of Duncanville intends to submit a Transportation Alternatives project application for the Danieldale Dedicated Bike Lanes project to the North Central Texas Council of Governments prior to the May 15, 2020 deadline; and,

WHEREAS, the Regional Transportation Council requires the submittal of a resolution as part of the Transportation Alternatives Call for Projects application submission.

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 supports the Danieldale Dedicated Bike Lane project as submitted for in the 2020 Transportation Alternatives Call for Projects application.

SECTION 2. The City of Duncanville will serve as the Project Sponsor and lead project contact on this project with a designated single point of contact.

SECTION 3. The City of Duncanville commits to fund as local match of 20% of the construction costs.

SECTION 4. The City of Duncanville confirms that the City, not the Regional Transportation Council, will be responsible for any cost overruns over the designated amount of \$2,999,040.

SECTION 5. The City of Duncanville understands and acknowledges that all awarded funding is provided on a reimbursement basis.

SECTION 6. The City of Duncanville confirms the project timeline is realistic and commits that if the project is selected for funding, an agreement with TxDOT will be executed within one year of selection (by September 2021) and shall undertake to provide funding by the end of Fiscal Year 2023.

SECTION 7. That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 8. That all provisions of the resolutions of the City of Duncanville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Consider a Resolution authorizing the purchase of audio visual and related equipment from Digital Resources Inc. through Buyboard Contract# 575-18 in the amount of \$59,473.34.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers' experiences and exceed their expectations.

STAFF RESPONSIBLE:

Tracy R Beekman, Information Technology Manager
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

As with previous upgrades to the City of Duncanville Council Chambers, the IT Department is continuing to work with Digital Resources Inc. to improve the usability and accessibility of audio-visual components in the Council Chambers as well as, the Council Briefing Room as it pertains to the Public, Education, Government (PEG) channel. The proposed resolution is a continuation of these improvements. In this plan, the upgrade intends to increase presentation and broadcast visibility in the Council Briefing room. This upgrade will add the capability of directly broadcasting any presentations made in the briefing room, improve sound quality, and add our newly acquired Zoom Webinar licenses to the regular broadcast. We will add two 75-inch monitors in the briefing room replacing the current projector and screen allowing for another angle of view in briefing. We will also be adding a Unified Collaboration System that will allow for these monitors to become a digital whiteboard, installation of a BYOD (Bring Your Own Device) wireless presentation device, improved ceiling microphone, upgraded broadcast cameras, and an integrated touch panel controller for use in the briefing room.

POLICY EXPLANATION:

The various components and services for this project are available from Digital Resources Inc. of Southlake, Texas through BuyBoard contract# 575-18 which is valid through December 18, 2020. Quote and standard agreement are attached as Exhibit A to the Resolution. Fund for this project will come from the Public, Education and Government (PEG) Fund. The PEG fund exists due to the Cable Communications Act of 1984; and gives the City a vehicle for collection of cable television franchise fees from cable TV companies that serve our community. These PEG funds are designated only to capital expenditures that finance the day-to-day operations of public-access channels. Capital expenditure examples for the purpose are

- Video production/streaming equipment
- Computer/Technology
- TV monitoring technology
- Renovation and construction of facilities
- Vehicle for broadcasting or transport

Digital Resources Inc., located in Southlake, Texas, is a company that specializes in audio, visual, broadcast, and production systems. Based on past experience in working with them and the recommendations of other municipalities, we have chosen to continue to work with them as a part of our overall goal of broadcast improvement capabilities.

FUNDING SOURCE:

Public, Education, and Government Franchise Fees Fund.

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the purchase of audio visual and related equipment from Digital Resources Inc. through Buyboard Contract# 575-18 in the amount of \$59,473.34.

ATTACHMENTS:

[Attachment 1 - Sams - Digital Resource -2020](#)

[Attachment 2 - Resolution No. - 2020-048 - Authorization for Council Briefing Room AV upgrades](#)

SAM Search Results List of records matching your search for : Search Term : DIGITAL RESOURCES INC* Record Status: Active			
ENTITY	Digital Resources, Inc.		Status: Active
DUNS: 026040738	+4:	CAGE Code: 4KJW6	DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 2107 Greenbriar Dr Ste C			
City: Southlake		State/Province: TEXAS	
ZIP Code: 76092-8311		Country: UNITED STATES	

RESOLUTION NO. 2020-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AWARD OF BID TO PURCHASE OF AUDIO VISUAL AND RELATED EQUIPMENT FROM DIGITAL RESOURCES INC IN AN AMOUNT NOT TO EXCEED \$59,473.34; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PURCHASE ORDER; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to make improvements to City Council briefing room for the benefit of our citizens and the Council; and

WHEREAS, BuyBoard has competitively bid proposals for audio visual equipment; and

WHEREAS, Digital Resources Inc. is an approved bidder on the BuyBoard System for audio visual and related request; and

WHEREAS, the City of Duncanville has contractually agreed to utilize BuyBoard bids; and

WHEREAS, the City of Duncanville desires to utilize competitive bid #575-18.

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

SECTION 1. The City Council hereby awards a bid to Digital Resources Inc. for audio visual and related equipment in an amount not to exceed \$59,473.34 and authorize the City Manager to execute the appropriate and necessary documents and/or purchase orders.

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 16th day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



2107 Greenbriar - Suite B - Southlake, TX 76092
Ph: 817-481-9300 Fx: 817-488-0595 www.digitalresources.com

Quote To:

City of Duncanville
Tracy Beekman
203 East Wheatland Road
Duncanville, TX 75116
United States

972-780-5087

tbeekman@duncanville.com

Ship To:

City of Duncanville
Tracy Beekman
203 East Wheatland Road
Duncanville, TX 75116
United States

972-780-5087

tbeekman@duncanville.com

EXHIBIT A

QUOTE

*All System Quotes Are Estimates Only Until Final
Scope of Work And Engineering Design Is Approved*

Quote # AAAQ21042-E

Date 05/26/20

Valid for 30 Days

Sales Rep. Tommy Reyna

Mobile # 214-205-2198

treyna@digitalresources.com

Ship Via: Best Way

Payment Terms: NET 30

Delivery Terms: Destination

Here is the quote you requested. Phase 2

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
1				BuyBoard Contract Number: 575-18 CERTIFICATE #1731596678200		
2						
3				BuyBoard Contract Number: 579-19 Contract Expiration Date: 12/18/2020 Contract Type: Audio Visual Equipment, Supplies and Services		
4						
5				Briefing Room Monitors		
6	1	Newline	EPR9A00X55-000	TRUTOUCH X5 UNIFIED COLLABORATION SYSTEM	\$5,098.75	\$5,098.75
7	1	CHIEF	RLT2	LARGE UNIVERSAL TILT MOUNT	\$108.75	\$108.75
8	1	NEC	C751Q	75 LED LCD, UHD, 350nits, Anti Glare Screen, Full Control, OPS, Rpi Compatible		
9	1	CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount, Large		
10						
11				Wireless Presentation Device (BYOD)		
12	1	Barco	CX-30	ClickShare CX-30 Conference Wireless System The HDMI port provides a digital wired connection option	\$2,275.00	\$2,275.00

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
				Security features Network integration Interactivity features, including annotation, blackboarding and touch back support on a 4K canvas, and central management Designed for smooth switching between wired and wireless sources Share documents, your browser, and camera from your Android or iOS device via the ClickShare app IEEE 802.15.1 support Adjustable range via signal strength modulation ISO 27001-certified Extended desktop support is available (depending on your OS; may require the ClickShare Extension Pack Clickshare Tray with Additional 2 Transmitters (USB 3.0)		
13	1	Barco	R9861500P01		\$328.95	\$328.95
14						
15				Ceiling Audio Array and Hardware		
16	1			MXA910 WITH INTELLIMIX Ceiling Array Microphone	\$4,257.00	\$4,257.00
17						
18				Ceiling Speakers		
19	1	Extron	60-1302-01	XPA 1002-70V, Amplifier	\$556.25	\$556.25
20						
21				Overflow Cameras		
22	2	Panasonic	AW-HE42WPJ	Panasonic Full-HD 20X PTZ 3GSDI Camera (white)	\$4,351.22	\$8,702.44
23	2	Panasonic	AW-HE40SWPJ9	INT. PT CAM HD-SDI OUT WHITE CH (Original)	\$3,878.75	\$7,757.50
24	2	Panasonic	FEC-40WMW	WALL MOUNT FOR HE40 & UE70 PTZS - WHITE	\$168.29	\$336.58
25						
26				Touchpanel Controller		
27	1	Crestron	TSW-760-W-S	7" Touch Screen, White Smooth	\$875.00	\$875.00
28	1	Crestron	TSW-760-TTK-W-S	Tabletop Kit for TSW-760, White Smooth	\$125.00	\$125.00
29	1	Crestron	CEN-SW-POE-5	5-Port PoE Switch	\$250.00	\$250.00
30						
31	1			ZOOM Integration Hardware/Software	\$595.00	\$595.00

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
32						
33	1			Additional Input and Output Cards for Crestron	\$9,312.50	\$9,312.50
34	Page 5 of 6	Crestron	DMC-SDI	3G-SDI Input Card for DM® Switchers		
35		Crestron	DMC-4KZ-HD	HDMI® 4K60 4:4:4 HDR Input Card for DM® Switchers		
36		Crestron	DM-TX-100	DigitalMedia™ CAT Transmitter 100		
37		Crestron	DM-TX-4K-302-C	4K DigitalMedia 8G+® Transmitter 302		
38		Crestron	DMC-4KZ-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Input Card for DM® Switchers, HDBaseT® Compatible		
39		Crestron	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+® 4K60 4:4:4 HDR Output Card for DM® Switchers		
40		Crestron	DMC-4KZ-HDO	2-Channel HDMI® 4K60 4:4:4 HDR Scaling Output Card for DM® Switchers		
41		Crestron	DM-RMC-4KZ-100-C	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver & Room Controller 100		
42						
43	1	DRI	CC&H	CC&H (Cables Connectors Hardware)	\$437.50	\$437.50
44						
45	1	DRI	DRI-ENG-INST	Engineering, Labor, Programming and Integration Services	\$13,321.58	\$13,321.58

EXHIBIT A

Quote # AAAQ21042-E

Page 3 of 4

3 of 4

Itm	Qty	MFR	PRT #	Description	Unit Price	Ext. Price
<i>NOTE: Orders with Labor and or Integration Services will NOT be approved processed without customer approval of our Final Scope of Work and Engineering Services included in the approved order.</i>					SubTotal	\$58,658.20
					Sales Tax	\$0.00

If paying by Credit Card, a separate 3% credit card processing fee will apply. All charges are exclusive of shipping, handling, and any federal, state and local sales taxes and tax-related surcharges, which Customer agrees to pay; provided that in the event Customer provides Digital Resources (DRI) with a tax exemption certificate, DRI agrees to exempt Customer in accordance with law, effective on the date the exemption certificate is received by DRI. All Terms of this sale will be solely based on Digital Resources standard Terms and Conditions.

Shipping	\$815.14
Total	\$59,473.34
Down Payment	\$0.00
New Balance Total	\$59,473.34

PROJECT SCOPE SUMMARY:

We are proposing a two phase upgrade to the City of Duncanville.

Phase 2: Briefing Room

This system will connect to the phase 1 system to provide the following:

Crestron Configured Multi-Use AV room with a 7" touch screen for deployment.

An interactive 4K smart board for presentation and illustration use.
This board will duplicate to the proposed 75" inch screen on the East side of the room.

75" 4K display for presentation and displaying content during council meetings.

Barco Clickshare for wireless presentation up to four pucks available to share all on it's own private network.

Two new Panasonic PTZ cameras for swithcing content in the briefing room with excellent visual support.

Shure Intellimix cieling microphone arrays for perfect steerable sound pickup. This system automixes as people talk and reduces and elimnates ambient sounds not on the executive table.

Speakers for audio re-inforcement of video playback.

Provide Program video feed from projector to control room switcher.

Add Crestron cards for seperation of program recording from A-List

Crestron Custom Programming

Zoom Integration for broadcast

EXHIBIT A

Work Delays:

This proposal for installation work has been submitted by DRI in a continuous manner free from debris from other trades or delays preventing work during normal business hours. If DRI work under this proposal is interrupted by no fault of DRI, then a Minumum \$500 per incident, reschedulling fee will apply. DRI will make every effort to accomodate where applicable.



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Consider a Resolution approving the terms and conditions of a Project Specific Agreement for Roadway Striping for Type "B" and Type "E" Roadway with Dallas County, pursuant to the Dallas County Master Road and Bridge Interlocal Maintenance Agreement in an amount not to exceed \$22,936.50.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

On July 2, 2013, the City entered into a Master Interlocal Agreement with Dallas County allowing the use of Dallas County forces for Transportation-Related Maintenance projects (Attachment 1). Project Specific Agreements are required for projects greater than \$5,000.00.

Dallas County has prepared a Project Specific Agreement for Roadway Striping authorizing the use of Dallas County forces to complete roadway striping throughout the City. The City has received a quote from Dallas County to perform this work for \$22,936.50. Type "B" roadways are major thoroughfares that continue outside city limits. The city shares the cost equally with Dallas County for these markings. Type "E" roadways are local streets where the city pays 100% of the cost. A listing of streets and accompanying map are attached showing where striping is to be performed (Attachment 2).

POLICY EXPLANATION:

The City routinely uses Dallas County forces for street maintenance and striping projects, as Dallas County can provide these services at a more cost-effective rate than Duncanville or quotes received via the bidding process. By entering into this Agreement, the City is utilizing its agreement with Dallas County for the use of Dallas County forces for transportation-related maintenance projects by adding a Project Specific Agreement for Roadway Striping, authorizing restriping throughout the City. Pending Council approval, the project is scheduled to be completed this fiscal year.

FUNDING SOURCE:

\$22,396.50 was allocated in the FY20 General Fund/Traffic Operations budget for this expenditure.

RECOMMENDATION:

Staff recommends approval of a Resolution approving the terms and conditions of a Project Specific Agreement for Roadway Striping for Type "B" and Type "E" Roadway with Dallas County, pursuant to the Dallas County Master Road and Bridge Interlocal Maintenance Agreement, in an amount not to exceed of \$22,396.50.

ATTACHMENTS:

[Attachment 1 - Master Interlocal Agreement with Dallas County for Transportation Related Maintenance 2017](#)

[Attachment 2 - Resolution No. - 2020-050 - Dallas County Striping Agreement with Exhibit A](#)

ATTACHMENT 1

L-45

**COURT ORDER
2017-1366**

ORIGINAL



Master Interlocal Agreement (Road & Bridge District #3) Pertaining to Transportation-Related Maintenance on or About Certain Designated Roadways Situated Within the Territorial Limits of the City of Duncanville

On a motion made by Commissioner Mike Cantrell, District 2, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 10/17/2017
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the County Judge to execute the attached Master Interlocal Agreement between Dallas County and the City of Duncanville pertaining to transportation-related maintenance on or about certain designated roadways situated within the territorial limits of the City of Duncanville, Texas, Road and Bridge District #3.

Done in open court October 17, 2017, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None
ABSTAINED: None
ABSENT: None

Recommended by: Alberta Blair
Originating Department: Public Works

ATTACHMENT 1

MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY/TOWN OF DUNCANVILLE PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY/TOWN OF DUNCANVILLE

This Master Interlocal Agreement ("Master Agreement") is made by and between Dallas County, Texas (hereinafter "County") and the City/Town of Duncanville, Texas (hereinafter "City/Town" refers to the applicable City or Town, which is a party to this Master Agreement) acting by and through their duly authorized representatives and officials, for the purpose of Transportation Improvements on roads inside Dallas County.

WHEREAS, pursuant to Court Order 2017-1366, dated October 17, 2017 County Commissioners Court approved participation in Transportation Projects within the City/Town of Duncanville; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (hereinafter "Master Agreement") for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified "Type B" Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified "Type C" Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town retaining and authorizing County, through its Road & Bridge forces, to maintain and/or improve various "Type E" Roadways, situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of "Type B" or "Type E" Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of the City/Town; and

WHEREAS, this collaboration between the County and the City/Town is consistent with Strategy 4.2 of Dallas County's Administrative Plan in that it fosters partnership between the County and

ATTACHMENT 1

local cities therein on local transportation projects;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

I. DEFINITIONS

The following definitions are incorporated by reference into this agreement for all purposes.

1. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments will be used as a guide to determine which thoroughfares are of major cross-county importance.
2. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
3. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Texas Government Code.

II. PURPOSE

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type B" Roadway Projects; (2) that County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type C" Roadway Projects; (3) that the County provide certain roadway improvements and/or maintenance services ("projects") on the City/Town's street system, which projects shall be duly qualified "Type E" Roadway Projects; or (4) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town's streets and alleyways, which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City/Town.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement ("PSA"), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the

ATTACHMENT 1

City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

III. CITY/TOWN'S CONTRIBUTION

For duly qualified "Type B" and "Type C" Roadway Projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by the County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County's labor, equipment and/or materials.

For all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by the City/Town or the County for the performance of these government functions shall be made from current revenues available to them.

IV. CITY/TOWN'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location, scope and nature of the services it desires performed. Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences, the City/Town and the County must have a clear and mutual understanding of the scope of services to be provided by the County and the costs associated with each such project. Said mutual understanding shall be evidenced by written documentation, i.e. project specific agreements, which shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County's benefit, the full agreed amount for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete

ATTACHMENT 1

the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

V. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For all duly qualified "Type B" and "Type C" Roadway Projects, the County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
2. For all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense.

VI. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section II., as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Agreement.

ATTACHMENT 1

VII. TERM

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 30, 2022. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol, which is stated below and incorporated herein by reference.

VIII. LIABILITY

County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement, without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

IX. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

ATTACHMENT 1

EXHIBIT "A"

X. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Master Agreement and any attachments hereto, set forth the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to the County's and the City/Town's Governmental and/or Sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

C. **Severability.** If any term, covenant, condition or provision of this Master Agreement shall be declared invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. **Not an Agent.** County and City/Town mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

E. **Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

F. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town, so long as all amendments, changes, revisions, and discharges of this Master Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

G. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:
Director of Public Works
411 Elm Street, Fourth Floor
Dallas, Texas 75202

CITY/TOWN:
Bryan G. Ramey, II, P.E.
Director of Public Works
203 E. Wheatland Road
Duncanville, Texas 75138

ATTACHMENT 1

H. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.

J. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City/Town of Duncanville, Texas.

The City/Town of Duncanville, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the 15th day of August, 2017.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number 2017-1366 and passed on the 17th day of October, 2017.

ATTACHMENT 1

EXHIBIT "A"

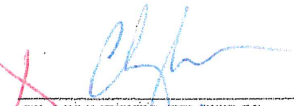
Executed this the 15th day of
August, 2017.

Executed this the 17th day of
October, 2017.

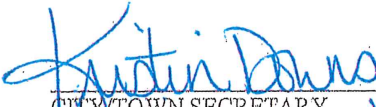
CITY/TOWN OF DUNCANVILLE:

COUNTY OF DALLAS:


CITY/TOWN MANAGER


CLAY LEWIS JENKINS
COUNTY JUDGE

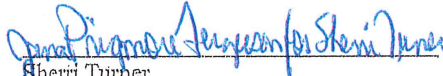
ATTEST:


CITY/TOWN SECRETARY *for Mary Jones*

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO FORM:*
FAITH JOHNSON
DISTRICT ATTORNEY


Sherri Turner
Assistant District Attorney

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

ATTACHMENT 1

RESOLUTION NO. 2017-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF DUNCANVILLE PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF DUNCANVILLE, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is authorized under Chapter 791, Texas Government Code, and Chapters 251 and 472, Texas Transportation Code, to enter into agreements between local governments for the performance of governmental functions and services; and

WHEREAS, Dallas County and the City of Duncanville desire to enter into a Master Interlocal Agreement to utilize Dallas County forces for minor transportation-related improvements and/or maintenance services projects with Dallas County; and

WHEREAS, the Master Interlocal Agreement allows joint coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified Type "B", Type "C", and Type "E" roadways, situated wholly within the territorial limits of the City of Duncanville; and

WHEREAS, this collaboration between Dallas County and the City of Duncanville is consistent with Strategy 4.2 of Dallas County's Administrative Plan in that it fosters partnership between the county and local cities therein on local transportation projects.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of the Master Interlocal Agreement between Dallas County and the City of Duncanville pertaining to transportation-related maintenance on or about certain designated roadways situated within the territorial limits of the City of Duncanville, and the City Manager is hereby authorized to execute said Agreement.

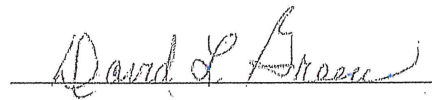
ATTACHMENT 1

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of August, 2017

APPROVED:



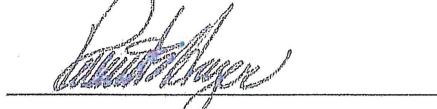
David L. Green, Mayor

ATTEST:



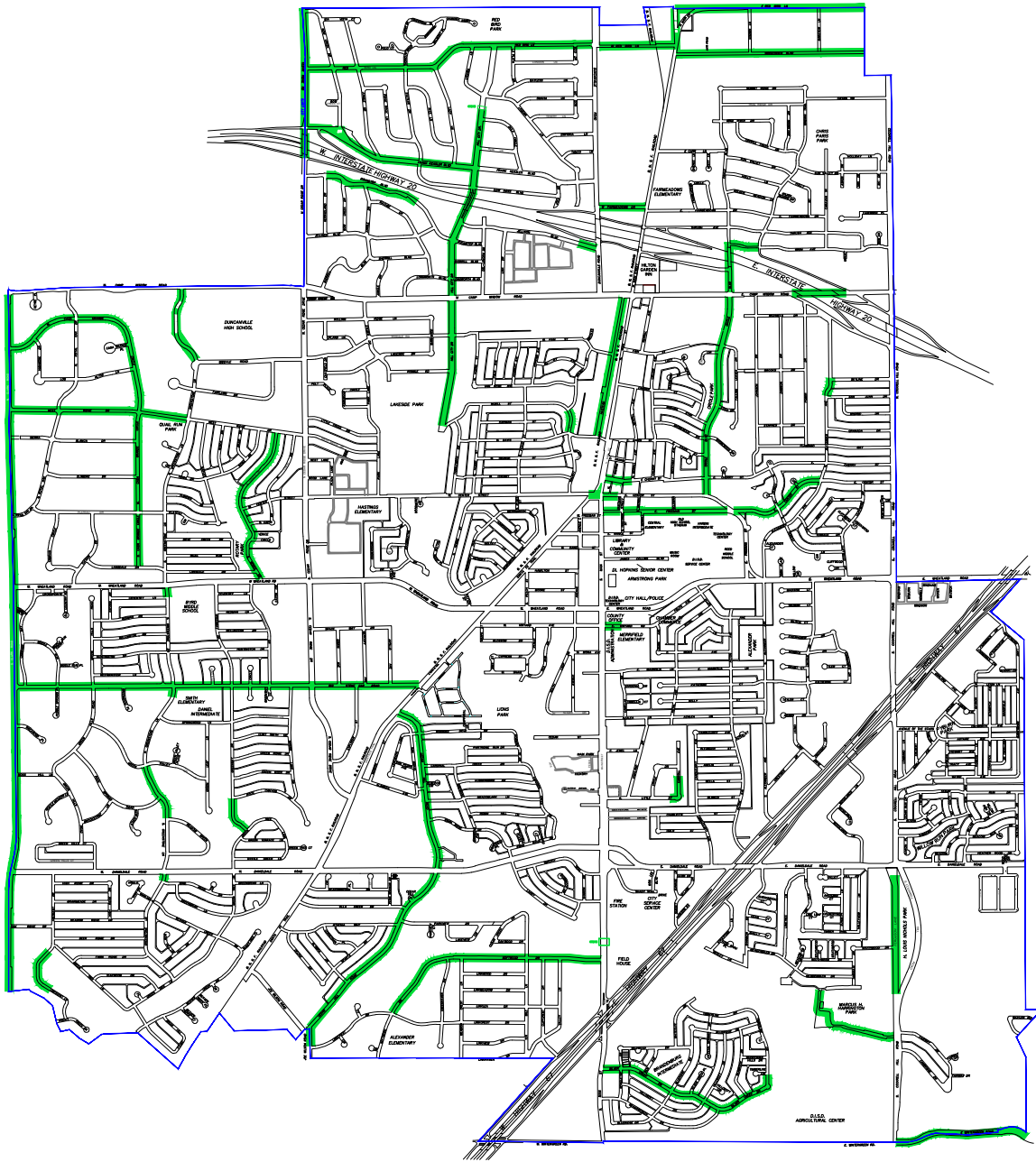
Mary E. Jones, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney

ATTACHMENT 2



STRIPING LOCATIONS

City of Duncanville

Public Works Department



2020

RESOLUTION NO. 2020-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FOR ROADWAY STRIPING FOR TYPE "B" AND TYPE "E" ROADWAY WITH DALLAS COUNTY, PURSUANT TO THE DALLAS COUNTY MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$22,396.50; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is authorized under Chapter 791, Texas Government Code, and Chapter 261, Texas Transportation Code, to enter into agreements between local governments for the performance of governmental functions and services; and

WHEREAS, the City of Duncanville entered into a Master Interlocal Agreement to utilize Dallas County forces for Transportation-Related Maintenance projects with Dallas County on October 17, 2017; and

WHEREAS, the City of Duncanville desires to enter into a Project Specific Agreement for Roadway Striping for Type "B" and Type "E" roadways with Dallas County.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of the Project Specific Agreement for Roadway Striping for Type "B" and Type "E" Roadway, pursuant to the Dallas County Master Road and Bridge Interlocal Maintenance Agreement, by and between the City of Duncanville and Dallas County, attached hereto and incorporated herein as Exhibit "A", and the City Manager is hereby authorized to execute said agreement.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT “A”

**PROJECT SPECIFIC AGREEMENT RE: ROADWAY STRIPING FOR
TYPE “B” AND TYPE “E” ROADWAY-- MADE PURSUANT TO DALLAS
COUNTY’S MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE
AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF
DUNCANVILLE, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement is made by and between Dallas County, Texas (hereinafter “County”) and the City of Duncanville, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of collaborating on road and bridge maintenance projects, repairs and improvements to be undertaken on enumerated public roadway within the territorial limits and jurisdiction of the City of Duncanville, Texas, as more fully set forth and described in Attachments “A,” “B,” and “C,” which are attached hereto and incorporated herein by reference (“Project”).

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about October 17, 2017, County and City entered into a Master Interlocal Agreement (hereinafter “Master Agreement”), whereby County agreed to provide road and bridge maintenance and repair on certain duly qualified “Type B” and “Type E” roadways situated within the territorial limits and jurisdiction of City; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of striping of streets of public roadway situated in the City of Duncanville, Texas, as more fully described on Attachments “A,” “B,” and “C.”

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth**Article I****Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement, changes in the rights and responsibilities of each of the parties hereto as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II**Incorporated Documents**

This PSA incorporates by reference, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2017-1366 dated October 17, 2017, and additions thereto as incorporated herein.
2. The Construction Estimates (Attachments “A” & “B”), which are attached hereto and incorporated herein by reference.
3. Duncanville Road List (Attachment “C”), which is attached hereto and incorporated herein by reference.

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance, and improvements conducted on “Type “B” and “Type E” public roadway within the City of Duncanville, Texas. The Project shall consist of striping on various streets in the City of Duncanville, Texas, (hereinafter “Project”), and as more fully described in Attachments “A,” “B,” and “C.” The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by

Chapter 791, Texas Government Code.

Article VI
Agreements

I. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity regarding the Project, (b) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site, and (c) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City agrees to accomplish these functions in a timely and efficient manner to ensure that such activities will not delay the County's timely performance of its activities.
3. City shall be responsible for maintaining the Project site once the project is completed.
4. City shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) standards in ensuring safety during re-stripping operations as outlined in the scope of work in Attachments "A," "B," and "C."

II. County Responsibilities:

1. County shall be responsible for performing all transportation-related maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachments "A," "B," and "C" in a good and workmanlike manner.
2. County shall be responsible for setting up a pre-project meeting.

III. Funding:

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Type "E" roadwork in the amount of \$19,335.00 and a total of \$3,601.50 for its portion of the Type "B" roadwork, for a total of \$22,936.50 for City share. County shall contribute the remaining amount of the Type "B" costs, in-kind, in the form of labor and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated Project cost for Type "B" roadwork. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and

1. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.
2. Once approved by County, and before commencement of the Project by County, City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, \$22,936.50, representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project, if the Project is

completed in less than one month.

Article VII
Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Jackie Culton, P.E.
Assistant Director of Public Works
City of Duncanville
203 E. Wheatland Rd.
Duncanville, Texas 75116

Either party may change its address for notice by giving the other party notice thereof.

- V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Duncanville.
- XII. Effective Date. The PSA shall commence on the Effective Date. The effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

The City of Duncanville, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ____ day of _____, 2020.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2020.

Executed this the _____ day of _____, 2020

Executed this the _____ day of _____, 2020

CITY OF DUNCANVILLE:

COUNTY OF DALLAS:

MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY OF DUNCANVILLE:

DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY

City Attorney

Jana Prigmore Ferguson
Assistant District Attorney

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

2020 TYPE B PAVEMENT MARKING ESTIMATE

ATTACHMENT A

Date:	January 29, 2020	Roadway:	Attached
Requested By:	Jacqueline Culton	Type:	B
City:	Duncanville	Lanes:	2
City Share:	50%	Begin:	Varies
Court Order / IJ:		End:	Varies
MAPSCO:	Varies		
Roadway Length:			
Pre-Marking Length:		Mile	
One-way travel time to Project:		Hours	

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE		
ESTIMATE:	0.4	1.8	10.9	1.9		
Actual:						
MATERIALS:	EST. QUANT.	Actual QUANT.	UNIT PRICE	EST. COST	ACTUAL COST	
Yellow Paint Gal	33.00	0.00	\$12.80	\$422.00	\$0.00	
White Paint Gal	109.00	0.00	\$11.48	\$1,251.00	\$0.00	
Beads LBS	1136.00	0.00	\$0.66	\$750.00	\$0.00	
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00	
TOTAL MATERIALS:				\$2,423.00	\$0.00	
LABOR						
Direct Labor:						
Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost	ACTUAL Cost	
Pre-Marking	5.00	0.00	\$121.17	\$606.00	\$0.00	
Crew persons	15.00	0.00	\$121.17	\$1,818.00	\$0.00	
Administrative	2.00	0.00	\$139.78	\$280.00	\$0.00	
			Note: (FR) - with Fringes			
Subtotal Direct Labor				\$2,704.00	\$0.00	
Indirect Labor:		% of Actual Salaries:				
Indirect Costs		14.96		\$404.00	\$0.00	
		Value calculated by Office of Budget and Evaluation				
TOTAL LABOR:				\$3,108.00	\$0.00	
EQUIPMENT:				Cost	Cost	
HRS	Estimate Hours	Actual Hours	Hourly Rate	Estimate	ACTUAL	
Survey Truck	5.00	0.00	\$19.00	\$95.00	\$0.00	
Striper	15.00	0.00	\$81.70	\$1,226.00	\$0.00	
Pickup	15.00	0.00	\$23.40	\$351.00	\$0.00	
TOTAL EQUIPMENT:				\$1,672.00	\$0.00	
TOTAL COST:				\$7,203.00	\$0.00	
			% of Cost			
COST TO CITY			50%	\$3,601.50	\$0.00	
COUNTY COST			50%	\$3,601.50	\$0.00	

I hereby certify that all Work depicted herein is complete effective the date stated above.

Stanley Brewer
TRANSP FIELD SUPERVISOR

file:STRIPING.2001\TYPE-E\2001 ESTIMATE\new hourly rate as of October 1st 2001

2020 TYPE E PAVEMENT MARKING ESTIMATE

ATTACHMENT B

Date:	January 29, 2020	Roadway:	Attached
Requested By:	Jacqueline Culton		
City:	Duncanville	Type:	E
City Share:	100%	Lanes:	2
Court Order / IJ:		Begin:	Varies
MAPSCO:	Varies	End:	Varies
		Roadway Length:	
		Pre-Marking Length:	Mile
		One-way travel time to Project:	Hours

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE		
ESTIMATE:	2.9	10.4	6.4	2.0		
Actual:						
	EST.	Actual	UNIT	EST.	ACTUAL	
MATERIALS:	QUANT.	QUANT.	PRICE	COST	COST	
Yellow Paint Gal	197.00	0.00	\$12.80	\$2,522.00	\$0.00	
White Paint Gal	78.00	0.00	\$11.48	\$895.00	\$0.00	
Beads LBS	2200.00	0.00	\$0.66	\$1,452.00	\$0.00	
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00	
TOTAL MATERIALS:				\$4,869.00	\$0.00	

LABOR

Direct Labor:

Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost	ACTUAL Cost
Pre-Marking	10.00	0.00	\$121.17	\$1,212.00	\$0.00
Crew persons	60.00	0.00	\$121.17	\$7,270.00	\$0.00
Administrative	2.00	0.00	\$139.78	\$280.00	\$0.00

Note: (FR) - with Fringes

Subtotal Direct Labor \$8,762.00 \$0.00

Indirect Labor:

Indirect Costs	% of Actual Salaries:	14.96	\$1,310.00	\$0.00
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Value calculated by Office of Budget and Evaluation

TOTAL LABOR: \$10,072.00 \$0.00

EQUIPMENT:

HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate	Cost ACTUAL
Survey Truck	10.00	0.00	\$19.00	\$190.00	\$0.00
Striper	40.00	0.00	\$81.70	\$3,268.00	\$0.00
Pickup	40.00	0.00	\$23.40	\$936.00	\$0.00

TOTAL EQUIPMENT: \$4,394.00 \$0.00

TOTAL COST: \$19,335.00 \$0.00

	% of Cost		
COST TO CITY	100%	\$19,335.00	\$0.00
COUNTY COST	0%	\$0.00	\$0.00

I hereby certify that all Work
depicted herein is complete effective
the date stated above.

Stanley Brewer

TRANSP FIELD SUPERVISOR

file:STRIPING.2001\TYPE-E\2001 ESTIMATE\new hourly rate as of October 1st 2001

Road List

ATTACHMENT C

City/Town: **Duncanville 1-28-2020**

	Street	From	To
Type B 50/50 (City and County Shares Cost)			
1	Camp Wisdom	I - 20 Bridge	1000 feet East
2	Cedar Hill Rd	Joe Wilson Rd	Danieldale
3	Cedar Hill Rd	Danieldale	Santa Fe Trail
4	Cedar Hill Rd	Cedar Hill Place	Morning Dove (Edgeline)
5	Cedar Ridge Dr.	I - 20	Bow Creek
6	Clark Rd	from W. Camp Wisdom	South City Limits Line (just skips)
7	Joe Wilson Rd	Cedar Hill	Linkcrest
8	Wintergreen €	E. of Cockrell Hill	East City Limits (edgelines)
9	0		0
10	0		0
11	0		0
12	0	0	0
13	0	0	0
14	0	0	0
15	0	0	0
16	0	0	0
17	0	0	0
18	0	0	0
19	0	0	0
20	0	0	0
21	0	0	0
22	0	0	0
23	0	0	0
24	0	0	0
20	0	0	0

Type E (City pays 100%)			
1	Alexander Ave.	N of Sanjuan	Curve
2	Big Stone Gap	Clark Rd	Santa Fe Trail
3	Bow Creek Rd	Escuela	Frank Keasler
4	Casa Grande Cir.	West Ridge	Clark Rd
5	Casa Grande Cir.	West Ridge	Lansdale
6	Center St	From Signal at Freeman	Alexander
7	Center St	Main St	S.F. Railroad (EB Lanes Lines)
8	Center St	East of Main St	Main Station Parking
9	Crescent Lane	Curve South of TU Easement	1000 feet South
10	Ferguson Ln	1507 Ferguson	S. Cockrell Hill Rd
11	Fairmeadows (W)	Duncanville Rd	Main St.
12	Frank Keasler	Hill City	Cedar Ridge Rd (Skips & Edgelines)
13	Freeman St	Main St	Center/Freeman
14	Greenstone Rd	Coventry	Wheatland
15	Greenstone Rd	Wind Ridge	Danieldale
16	Greenstone Rd	Middale	Camp Wisdom
17	Greenstone Rd	Meadowgreen N.	Green Valley
18	Greenstone Rd	at Big Stone Gap N/B approach	Intersection
19	Greenway	Greentree	Rock Canyon

20	Hill City	Camp Wisdom	Mizell
21	Hill City	Camp Wisdom	S. of Lodema
22	Hustead	Davis	Camp Wisdom
23	Jellison Blvd	Duncanville Rd to the west	800 West
24	Main St (N)	W. Red Bird Ln	E. Red Bird Ln
25	Oriole Blvd (SB)	Camp Wisdom	Cherry (edgeline, diagonal & skips)
26	Oriole Blvd (SB)	Cherry	Center
27	Oriole Blvd (SB)	I - 20	N. of Camp Wisdom
28	Oriole Blvd (SB)	N. of Camp Wisdom	835' N.
29	Red Bird Ln	Main St	Cedar Ridge
30	Red Bird Ln	Scio	Duncanville Rd
31	Red Bird Ln	N. Main St	Duncanville Rd (Edgeline)
32	Red Bird Ln	N. Main St	Cockrell Hill
33	Roundtop	Georgeland	606 Roudtop
34	Silver Creek	from S. Main ST	Timberline
35	Softwood	W. of Main	Linkcrest
36	Venice Dr.	West Ridge Dr.	Wheatland
37	Vinyard St	Main St to the east	300' East
38	Rolling River	Cockrell Hill Rd to the west	West 2621'
39	Walnut St	302 Walnut	310 Walnut
40	E. Cherry St	Main St	N. Merritt
41	West Ridge	Clark Rd	Greenstone
42	Woodhaven	Main St	Cockrell Hill
43	Wren	527 Wren	503 Wren
44	E. Little St	314 E. Little	1330 Carroll
45	0	0	0
46	0	0	0
47	0	0	0
48	0	0	0
49	0	0	0
50	0	0	0
51	0	0	
52	0	0	0
53	0	0	
54	0	0	
55	0	0	0
56	0	0	0
57	0	0	0



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Consider a Resolution adopting the Dallas County Hazard Mitigation Action Plan, as amended, 2020 Edition.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Sam Rohde

BACKGROUND/HISTORY:

Dallas County Office of Homeland Security and Emergency Management (HSEM) and 22 local jurisdictions to include the City of Duncanville, in conjunction with the North Central Texas Council of Governments (NCTCOG) developed a Multi-jurisdictional Hazard Mitigation Action Plan. The Dallas County Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

The plan, referred to as the 2015 Dallas County Local Mitigation Strategy (DaLMS) was formally adopted by the City of Duncanville on January 19, 2016 by City Council. This plan is important because the Disaster Mitigation Act of 2000 makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funding, including the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) Program.

On June 20, 2017, the City of Duncanville approved Resolution 2017-049 authorizing the City's participation in the Dallas County Hazard Mitigation Action Plan (HazMAP) Update and the Hazard Mitigation Grant Program.

The Dallas County Multi-Jurisdiction Hazard Mitigation Plan Update 2020 has no substantial changes from the current plan, however the Disaster Mitigation Act of 2000 requires the plan to be updated every five years after approval, and requires each participating City to adopt the updated plan in order to be eligible to receive grant funding for mitigation purposes.

To view the Dallas County Hazard Mitigation Action Plan please click here <https://duncanville.civicweb.net/filepro/documents/25896?preview=25897>

POLICY EXPLANATION:

Dallas County Office of Emergency Management has submitted the Dallas County Multi-Jurisdiction Hazard Mitigation Plan Update 2020 to FEMA and FEMA has concluded the review of the Dallas County Multi-Jurisdiction Hazard Mitigation Plan and found the plan to be approvable pending adoption. In order for the plan to receive final FEMA approval, each jurisdiction participating in the plan must adopt the plan and submit the complete adoption to the State within ninety (90) days.

Upon receipt of final FEMA approval of the Hazard Mitigation Plan, the City will meet eligibility requirements required for application of pre-disaster and post-disaster grant funds for mitigation purposes.

FUNDING SOURCE:

Funding is not required for the adoption of this plan.

RECOMMENDATION:

Staff recommends approving a Resolution adopting the Dallas County Hazard Mitigation Action Plan, as amended, 2020 Edition.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2017-049R - Adoption of the Dallas County Hazard Mitigation Plan Update 2020](#)

RESOLUTION NO. 2017-049R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING THE DALLAS COUNTY HAZARD MITIGATION ACTION PLAN, AS AMENDED, 2020 EDITION; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, natural hazards in the City of Duncanville area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Duncanville has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Dallas County Hazard Mitigation Plan, as amended, 2020 Edition, outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

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

SECTION 1. The Dallas County Hazard Mitigation Plan, as amended, 2020 Edition, is approved in its entirety.

SECTION 2. The City of Duncanville will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.

SECTION 3. The City of Duncanville vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard

Mitigation Plan, as amended, 2020 Edition, will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration.

SECTION 4. The City of Duncanville will take action, as may be reasonably necessary, to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

Consider a Resolution authorizing the assignment of an agreement for purchase of petroleum products from Eagle Oil, LLC to U.S. Venture, Inc. dba/ U. S. Oil.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Richard Summerlin, C.P.A., C.G.F.O., Finance Director
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

On February 4, 2020, through the Tarrant County Commissioners Court Order #132079, the Commissioners Court approved renewal of annual contract for fuel, Countywide to primary vendor Martin Eagle Oil Company. Tarrant County Purchasing was notified that U.S. Oil, a division of U.S. Venture, Inc., had purchased certain assets of Martin Eagle Oil Company, which included the annual contract for RFB 2018-057. Tarrant County received notification of the acquisition and vendor name change from Martin Eagle Oil Company to U.S. Venture, Inc. dba: U.S. Oil, effective March 20, 2020. U.S. Oil agreed in writing to honor all pricing, terms and conditions in the original contract. The City's consent to the assignment is necessary to maintain the contract and pricing.

POLICY EXPLANATION:

Fuel is available from Martin Eagle Oil Company, Inc., through a Tarrant County cooperative agreement awarded in 2018, with three (3) options for renewal periods of twelve (12) months each. The agreement is currently in the third renewal period expiring on April 6, 2021. The contract covers different grades of unleaded gasoline and diesel in various quantities. The most frequently purchased fuel types are regular unleaded gasoline and ultra-low sulfur diesel. Each has a fixed unit price markup or discount that is applied to the Oil Price Information Service (OPIS) pad average for the Dallas metro area. There is no change in the markup on ultra-low sulfur diesel (\$0.0063) and regular unleaded gasoline (\$0.0180).

Fuel contracts are commonly priced as a markup or markdown per gallon on the OPIS-monitored average price for the metropolitan area. OPIS is one of the world's most comprehensive sources for petroleum pricing and new information that began covering petroleum news in 1977. Fuel prices are highly volatile, and this estimate is based on historical data from the last 12 months and the U.S. Department of Energy fuel price projections.

This authorization would cover the purchase of fuel through the contract on an as-needed basis through April 6, 2021, with an estimated purchase amount of \$195,000.00. This authorization complies with Texas Local Government Code Section 271.102 and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

NA

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the assignment of an agreement for purchase of petroleum products from U.S. Venture, Inc. dba: U.S. Oil.

ATTACHMENTS:

[Attachment 1 - SAMS-US OIL-2020](#)

[Attachment 2- Resolution 2020-054 with Exhibits](#)

SAM Search Results
List of records matching your search for :

Search Term : US Oil*
Record Status: Active

No Search Results

RESOLUTION NO. 2020-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ASSIGNMENT OF AN AGREEMENT FOR PURCHASE OF PETROLEUM PRODUCT BETWEEN THE CITY OF DUNCANVILLE AND EAGLE OIL, LLC TO U.S. VENTURE, INC. D/B/A U.S. OIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville ("City") and Martin Eagle Oil Company ("Eagle Oil") entered into that certain Agreement dated December 17, 2019, ("the Agreement") related to the purchase of petroleum products for the City fleet; and

WHEREAS, Eagle Oil was merged with U.S. Venture, Inc. D/B/A U.S. Oil ("Venture") who purchased all of Eagle Oil's assets; and

WHEREAS, the Agreement allows for assignment upon the City's consent; and

WHEREAS, Venture has agreed to assume all of Eagle Oil's obligations set forth in the Agreement; and

WHEREAS, the City Council finds it to be in the public interest to consent to the requested assignment;

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 consents to the assignment of the Agreement to, and assumption of the Agreements by, Venture and authorizes the City Manager to sign such documents as necessary to acknowledge such consent subject to the approval of such documents as to form and legality by the City Attorney.

SECTION 2. This Resolution shall be effective immediately upon its approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of June, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A


**COMMISSIONERS COURT
COMMUNICATION**
REFERENCE NUMBER 132696PAGE 1 OF 4DATE: 4/28/2020

SUBJECT: **ACKNOWLEDGEMENT OF NOTIFICATION OF ACQUISITION AND
VENDOR NAME CHANGE OF MARTIN EAGLE OIL COMPANY TO U.S.
VENTURE, INC. D/B/A U.S. OIL**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court acknowledge notification of the acquisition and vendor name change of Martin Eagle Oil Company to U.S. Venture, Inc. d/b/a U.S. Oil.

BACKGROUND:

On February 4, 2020, through Court Order #132079, the Commissioners Court approved renewal of Bid No. 2018-057, Annual Contract for Fuel, Countywide, to the following vendors:

Primary Martin Eagle Oil Company
Secondary Douglass Distributing

Tarrant County received notification of the acquisition and vendor name change from Martin Eagle Oil Company to U.S. Venture, Inc. d/b/a U.S. Oil, effective March 20, 2020.

U.S. Venture, Inc. d/b/a U.S. Oil agreed in writing to honor all pricing and terms and conditions in the original contract.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

SUBMITTED BY: Purchasing

PREPARED BY: Brandie Bingham, CPPB

APPROVED BY:

pl 

ml

Page 3 of 6

EXHIBIT A



TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

Date: April 3, 2020

Company: U.S. Oil, a division of U.S. Venture, Inc.
Kevin Olson, Vice President
kolson@usoil.com

From: Brandie Bingham, CPPB, Senior Buyer

Re: Contract Assumption and Name Change for RFB 2018-057, Annual Contract for Fuel

Tarrant County Purchasing has been notified that U.S. Oil, a division of U.S. Venture, Inc., has purchased certain assets of Martin Eagle Oil Company, which includes the Annual Contract for Fuel referred to above. Because the above-mentioned contract was awarded in Commissioners Court to Martin Eagle Oil Company, Commissioners Court must approve the change to update the county records.

Does U.S. Oil, a division of U.S. Venture, Inc., agree to continue with the current arrangement with Tarrant County, honoring all pricing, terms and conditions as set forth in the original contract?

If you accept then check the appropriate box below. Please include a certificate of insurance with the company name and other forms as required in the original bid document when returning this letter.

Thank you for your prompt attention to this so that service may not be disrupted.

☒ Yes, I wish to continue this contract at the same terms and conditions as the original award.

☐ No, I do not wish to continue this contract at the same terms and condition as the original award.

Effective Date of Contract Assumption and Name Change: March 20, 2020

Authorized Company Representative: U.S. Oil, a division of U.S. Venture, Inc.



Elyse Mollner Stackhouse
Elyse Mollner Stackhouse
2020.04.20 16:35:31
-05'00'

NAME (SIGNATURE) _____ TITLE Secretary DATE March 20, 2020

Elyse Mollner Stackhouse
PRINTED NAME

EXHIBIT A

MEMORANDUM OF ASSET PURCHASE AGREEMENT

This MEMORANDUM OF ASSET PURCHASE AGREEMENT (this "Memorandum"), is made on this the 1st day of April, 2020, by and between **MARTIN EAGLE OIL COMPANY**, a Texas corporation, (hereinafter called "Seller") and **U.S. VENTURE, INC.**, a Wisconsin corporation (hereinafter called "Buyer").

Tarrant County, Texas ("Tarrant"), previously awarded Bid No. 2018-057 to Seller, which is an annual contract for the supply of fuel to Tarrant, with three (3) options to renew for additional one year periods each. The first year commenced April 7, 2018 and is on its first renewal period ("Tarrant Agreement").

In consideration of the executed Asset Purchase Agreement by and among Buyer, Seller and others, dated as of February 4, 2020 (the "Purchase Agreement"), which is in the possession of each of the parties hereto, Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from Seller, the Purchased Assets and Assumed Liabilities.

Buyer and Seller intend and desire to include among the Purchased Assets and Assumed Liabilities all of Seller's right, title and interest in, to and under the *Tarrant Agreement*.

On March 19, 2020, a Tarrant County Judge consented to the assignment of the *Tarrant Agreement* from Seller to Buyer.

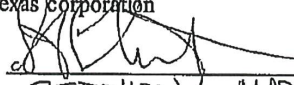
Reference is hereby made to the Purchase Agreement for a complete statement of the rights and obligations of the Seller and Buyer, respectively.

All initially capitalized, non-grammatical words used herein but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

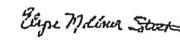
In the event of any discrepancy, conflict or ambiguity between the terms or provisions of this Memorandum and the terms or provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Asset Purchase Agreement as of the date and year first written above.

Seller: **MARTIN EAGLE OIL COMPANY,**
a Texas corporation

By: 
Name: STEPHEN C. MARTIN
Title: Pres.

Buyer: **U.S. VENTURE, INC.,**
a Wisconsin corporation

By:  Elyse Mollner Stackhouse
2020.04.01 14:33:42 -05'00'
Name: Elyse Mollner Stackhouse
Title: Secretary



MEMORANDUM OF ASSET PURCHASE AGREEMENT

Page 3 of 6



EXHIBIT A

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution or order.

Project/Regulation Name: ACKNOWLEDGEMENT OF NOTIFICATION OF ACQUISITION AND VENDOR NAME CHANGE OF MARTIN EAGLE OIL TO U.S. VENTURE D/B/A U.S. OIL

County Department: PURCHASING

Contact Person: Jack Beacham, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-1133

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



STAFF REPORT

MEETING: City Council - 16 Jun 2020

TITLE:

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

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

Kevin Hugman, City Manager

BACKGROUND/HISTORY:

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

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

On Monday, April 27, 2020 Governor Greg Abbott issued Executive Order GA-18, related to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster. This executive order remained in effect until 11:59 p.m. on May 15, 2020. On Tuesday, May 12, Governor Abbott extended his disaster declaration related to the novel coronavirus, COVID-19 (Attachment 2) for another 30 days, expiring June 12, 2020. At this date, the Governor has not extended the executive order, but his Open Texas orders imply that there will be additional phases of re-opening, therefore it is highly probable that the Governor will extend the state disaster declaration again.

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

POLICY EXPLANATION:

State law provides that the Mayoral Declaration expires on the seventh (7th) day after its issuance. The COVID-19 Virus continues to necessitate an extensive and prompt public safety response; and, the regulations set forth in the Mayoral Declaration may need to be extended and/or modified in order to continue to protect the general public. The Dallas County Order was extended by the Commissioners Court to May 15, 2020. The Governor's Executive Order GA-18 expires on May 15, 2020, but it is expected another Executive Order will be issued prior to that date that will further extend limited restrictions in response to the COVID-19 disaster.

The Mayoral Declaration and Order, Resolution No. 2020-026R2 was approved by City Council on May 19, 2020 and expires at 11:59p on Tuesday, June 16. If an extension is approved by City Council, Resolution No. 2020-026R3 will take effect and will expire on a date in July to be determined by City Council (staff recommends July 21 since that will be the date of a scheduled City Council meeting). The resolution also includes wording that the declaration will expire on the effective date, unless "rescinded, superseded or amended pursuant to applicable law or superseded by Governor's orders."

FUNDING SOURCE:

N/A

RECOMMENDATION:

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

ATTACHMENTS:

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

[Attachment 2 - Resolution No. - 2020-026R3 - Amending Res 2020-026R1 Extending and Amending State of Emergency - COVID-19](#)

ATTACHMENT 1

RESOLUTION NO. 2020-026

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 1

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

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

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

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

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

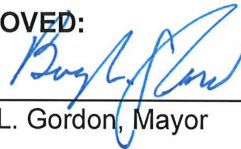
SECTION 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

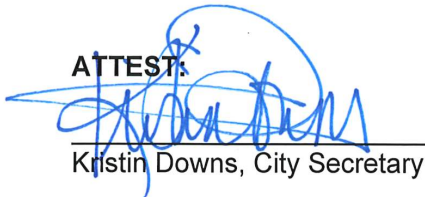
SECTION 6. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

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

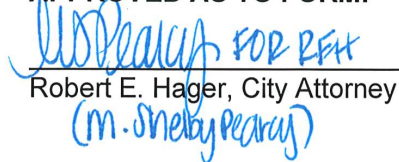
APPROVED:


Barry L. Gordon, Mayor

ATTEST:


Kristin Downs, City Secretary

APPROVED AS TO FORM:


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



ATTACHMENT 1

RESOLUTION NO. 2020-026R

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

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

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

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

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

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

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

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

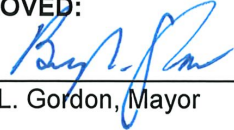
SECTION 2. The City Manager shall take all steps necessary, expressed and implied under said Declaration and Order in accordance with State law and the City of Duncanville Emergency Management Plan to protect the health, safety and welfare of the citizens of the City of Duncanville.

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

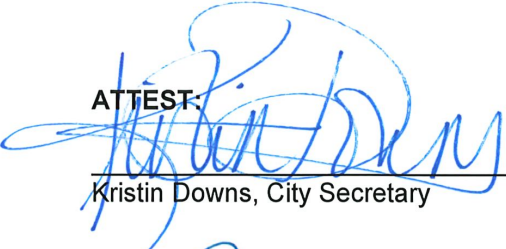
ATTACHMENT 1

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

APPROVED:

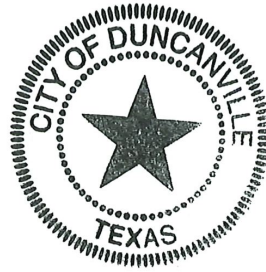

Barry L. Gordon, Mayor

ATTEST:


Kristin Downs, City Secretary

APPROVED AS TO FORM:


Robert E. Hager, City Attorney



ATTACHMENT 1

RESOLUTION NO. 2020-026R1

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

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

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

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

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

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

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

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

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

ATTACHMENT 1

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

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

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

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

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

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

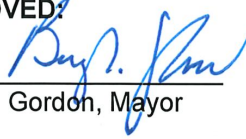
SECTION 7. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

ATTACHMENT 1

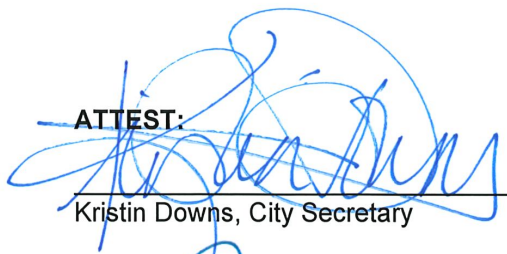
DULY PASSED and approved by the City Council of the City of Duncanville, Texas, on this the 5th day of May, 2020.

CITY OF DUNCANVILLE, TEXAS

APPROVED:


Barry L. Gordon, Mayor

ATTEST:


Kristin Downs, City Secretary

APPROVED AS TO FORM:


Robert E. Hager, City Attorney



ATTACHMENT 1

RESOLUTION NO. 2020-026R2

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

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

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

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

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

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

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

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

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

ATTACHMENT 1

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

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

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

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

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

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

ATTACHMENT 1

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

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

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

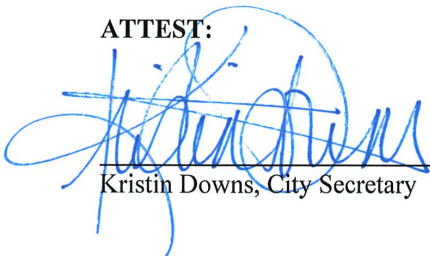
DULY PASSED and approved by the City Council of the City of Duncanville, Texas, on this the 19th day of May, 2020.

CITY OF DUNCANVILLE, TEXAS

APPROVED:


Barry L. Gordon, Mayor

ATTEST:


Kristin Downs, City Secretary

APPROVED AS TO FORM:


Robert E. Hager, City Attorney



RESOLUTION NO. 2020-026R3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING RESOLUTION 2020-026R2, EXTENDING AND AMENDING A STATE OF EMERGENCY AS A RESULT OF THE COVID-19 VIRUS; PROVIDING FOR INTERIM PUBLIC SAFETY MEASURES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, on April 27, 2020 Governor Greg Abbott publicly unveiled the Governor's Report to Open Texas to implement the phased re-opening of businesses across the state with limited capacities while practicing safe measures as recommended in the CDC Guidelines; and the Governor has on June 3, 2020 amended his prior orders and extended GA 10, 13, 17, 19, 20, 21, 22, 24 and 26; and,

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

SECTION 1. A local state of disaster due to public health emergency is hereby declared for the City pursuant to Section 418.108(a) of the Texas Government Code. Pursuant to Section 418.108(b) of the Texas Government Code, this state of disaster due to public health emergency shall continue as of the date as of the passage of this Resolution and shall expire on the date in which Texas Governor Greg Abbott repeals or otherwise concludes the state of disaster for the State of Texas, as same may relate to Dallas County, unless the City Council of the City of Duncanville repeals or otherwise amends this Resolution prior thereto; all citizens shall comply with Texas Governor's Orders GA 10, 13, 17, 19, 20, 21, 22, 24 and 26.

SECTION 2. The City Manager shall take all steps necessary, expressed and implied under GA 26 Order, attached hereto and incorporated herein as Exhibit A, in accordance with State law and the City of Duncanville Emergency Management Plan to protect the health, safety and welfare of the citizens of the City of Duncanville.

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

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

SECTION 4. The Mayor is hereby authorized to amend this Resolution to conform to any additional amendments by the Texas Governor or Dallas County Judge to protect the health, welfare and safety of the citizens of Duncanville.

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

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

SECTION 7. This Resolution shall become effective 11:59 p.m. on June 16, 2020, until July ____, 2020 unless it is either rescinded, superseded, or amended pursuant to applicable law or superseded by Governor's orders.

DULY PASSED and approved by the City Council of the City of Duncanville, Texas,
on this the 16th day of June 2020.

CITY OF DUNCANVILLE, TEXAS

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney