Duncanville City Council Meeting Agenda

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

Tuesday, May 20, 2025
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session
or immediately following the 6:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

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

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

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 at the direction and agreement of Mayor and Council.

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

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

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

- Submit a comment by 4:00 PM on Tuesday, May 20, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, May 20, 2025
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Briefing on Revisions to the City of Duncanville's Procurement Card Policy — 6 - 20

Briefing on Revisions to Procurement Card Policy

B. Discuss the selections of Mr. and Ms. Juneteenth to represent Duncanville at the 2025 Best Southwest event on June 14, 2025. — 21 - 25

2025 Juneteenth Briefing

C. Receive a briefing from the Duncanville Police Department on the implementation of the Duncanville Police Resilience, Intervention, Support, & Engagement (RISE) Unit. — 26 - 27

Duncanville Police Resilience, Intervention, Support & Engagement (RISE) Unit

EXECUTIVE SESSION

1. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located west of State Route 67, east of Clark Rd, south of Camp Wisdom, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. — 28

Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.071 to consult with the City Attorney regarding a pending EEOC Claim# 450-2025-04349, Nathan Warren. — 29

Executive Session

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 - Pastor Chris Gutierrez with Arise Church
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

OATHS OF OFFICE

Candidates receiving the majority of the votes for their respective districts will be sworn in by the City Secretary, after which each will return to their seat on the dais.

RECESS FOR RECEPTION

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation recognizing May 18 - 24, 2025, as National Public Works Week. 30 - 33

National Public Works Week

B. Council to receive a briefing presentation on the Insurance Services Office (ISO) Consultant Report. 34 - 38

Insurance Services Office (ISO) Consultant Report

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council’s Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

A. City Council to consider a proposed change to the City of Duncanville's Compensation Policy last revised October 1, 2020. The proposed change would establish a Cost-of-Living Adjustment (COLA) plan tied to the Consumer Price Index, subject to annual budget appropriation. 39 - 46

Compensation Policy, creating an annual Cost of Living Adjustment

B. Consider a Resolution authorizing an amendment to descope the modular block wall and associated items from the Softwood Drive Sanitary Sewer Aerial Crossing Repair construction contract with Texas Standard Ltd., in an amount of $621,168.65, reducing the total contract price to $755,080.76. 47 - 54

Softwood Project Construction Contract Amendment

C. Consider a Resolution authorizing the Second Amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Design Project, in the amount of $120,360.00, authorizing an appropriation of $21,961.00 as a project contingency for the execution of future change orders, not exceeding a total contract amount of $241,571.00. 55 - 88

Softwood Project Design Contract Amendment

D. Consider Resolution 2025-477 authorizing the repeal of Economic Development Grants and Incentives awarded to the Diamond Suite Art and Event Studio, LDG SRV Holding, LLC, Plaza Villareal, LLC, and 1703 Main Realty, and City Council Resolutions identified as 2023-101, 2023-100, 2023-168, and 2024-214. 89 - 97

DCEDC Incentive Grant Repeals

E. Consider Resolution 2025-479 approving DCEDC expenditure of $10,000.00 for a sponsorship for the Duncanville Sister City Program. 98 - 101

Seek City Council authorization for DCEDC expenditure

F. Consider Resolution 2025-478 approving a DCEDC expenditure for payment to STAR Transit for the FY 2025 balance of $56,750.00 to provide public transportation services to the citizens of Duncanville. 102 - 130

STAR Transit Payment of $56,750.00 for FY25

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider approving Resolution 2025-476 designating _____ and _____ as Mr. and Ms. Juneteenth representing Duncanville at the 2025 Best Southwest event. 131 - 134

Mr. and Ms. Juneteenth 2025 Regular Item

C. Consider an ordinance amending the FY 2024–2025 Adopted Budget to authorize a 5% increase in base salary and applicable benefits for employees in the Police and Fire Departments. The change includes an adjustment to the Step 1 base pay of both departments and reflects a mid-year response to retention challenges. 135 - 145

Police & Fire midyear compensation adjustment

6. STAFF AND BOARD REPORTS

A. Receive the Library Quarterly Report. 146

Library Quarterly Report

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, May 15, 2025, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Briefing on Revisions to the City of Duncanville's Procurement Card Policy

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, CFO
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
The purpose of this briefing is to review and receive feedback from the City Council on revisions made to the Procurement Card Policy. The Procurement Card Policy outlines the process and procedures involved with the obtaining, proper usage, and monthly reconciliation of the Procurement card. Included with this report is a redline version showing the proposed edits/changes to the Pcard policy. We believe these changes will provide better clarity and more specifics with respect to the policy.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:

City of Duncanville PTCard Policy and Procedures_Revised 04-15-2025_DRAFT (v2)
Attachment A - City of Duncanville P-Card Enrollment Form 06-2024
Attachment B - Missing P-Card Fuel Card Receipts 05-14-2024
Attachment C- Statement of Disputed Charges Form 4.23.2025

PROCUREMENT CARD
POLICY AND PROCEDURES MANUAL
City of Duncanville
(This is the policy that is currently in effect w/ proposed revisions)

PURPOSE

The purpose of this policy is to establish guidelines for the use of City-issued procurement cards to ensure proper usage, enhance productivity, and maintain internal controls. The goals of this policy are to prevent legal liabilities, reduce costs associated with purchases, and ensure adherence to City procurement policies and applicable Texas statutes. This policy ~~To~~ establishes a methodology for use and ~~to~~ defines the limits of use of city issued ~~credit~~ procurement cards provided to certain personnel in order to make purchases of goods and/or services.

AUTHORITY

This policy is adopted by the City Council and managed under the oversight of the City Manager and the Fiscal Services~~nance~~ Department. The City Manager is responsible for annual reviews and updates to ensure compliance with the policy.

INTRODUCTION

City-issued procurement cards may be used by authorized employees for specific purchases necessary for City operations. This policy outlines permissible uses, prohibited activities, and the responsibilities of cardholders and administrators. This program is ~~being~~ established in order to provide a more rapid alternative for procurement for low- dollar value goods, ~~and~~ to reduce paperwork and handling costs, and facilitating quick payment to vendors and providers. ~~By using the Procurement Card, which is issued by Wells Fargo, one will shorten the procurement and payment cycle from the traditional requisition process.~~ The use of a procurement card does not revoke the legally required procurement process of ~~traditional process includes~~ pricing inquiry, order placement, delivery of goods, invoice and voucher review. ~~Employees who have been issued credit cards may now initiate procurement transactions in person, online, or by telephone within the limits of this procedure. Payments to vendors are made via the VISA settlement system. Accounts Payable will make periodic settlements with Wells Fargo.~~ All ~~P-C~~ procurement cards are governed by this policy. Any ~~and~~ employee~~s~~ who ~~are~~is authorized to use a procurement~~P- cC~~ard~~s~~ to perform official City business must comply with the City's Procurement Policy, State law and this policy.

~~**PURPOSE**:~~
~~The~~

RECEIVING A ~~CREDIT~~ PROCUREMENT CARD

Procurement cards will only be issued to those employees who have a business necessity for the card. To request a credit or procurement card, employees must complete the Card Enrollment Form (FORM ATTACHED TO POLICY), providing:

- Requestor's Name, Employee Number, Email Address, Department, and Work Phone.
- Approval from the Department Director.

Only full-time employees are eligible for a Procurement card. Part-time and Temporary staff are not eligible.

~~Department Directors may request personnel to be cardholders by contacting the Card Program Administrator ("Administrator"). The Administrator will have the proposed Cardholder complete a Procurement Card Enrollment Form and signed by the appropriate Department Director. The form contains all the necessary Cardholder information required and will be submitted to Wells Fargo for issue of a card.~~

Before receiving a ~~physical~~ card, the proposed Cardholder will be required to review and acknowledge the Policy and Procedures Manual for Procurement Cards, sign the Procurement Card Enrollment Form and an Employee Procurement Card Agreement verifying that the new cardholder understands his/her responsibilities and agrees to abide by these program procedures.

The Cardholder will be issued a card and provided with a copy of this manual, along with an instruction manual on the use of the online reconciliation system ~~within Wells Fargo~~.

Each procurement card has transaction limits. The maximum limit shall be $3,000.00 for a single purchase and $10,000.00 for the 30-day billing cycle. The Director of Fiscal Services~~nance~~, or the Chief Procurement Officer, may pre-authorize exceptions to the monthly credit card limit and/or single transaction limits when in the City's best interest.

Temporary Credit Limit Adjustments - Credit limits can be adjusted temporarily in the event of a heavy volume project, special event or emergency. Department Directors can request this temporary adjustment by emailing the Chief Procurement Officer, and the Director of Fiscal Services~~nance~~. Adjustments are made for 30 days or one billing cycle at which time the limits will revert back to the original approved amounts. Requested adjustment amounts must be reasonable, and justification must be provided.

The Card Program Administrator shall maintain all records of credit card requests, limits, cardholder transfers and lost/stolen/destroyed card information.

AUTHORIZED PROCUREMENT CARD USE

The procurement card that the Cardholder receives will have his/her name embossed on it and shall ONLY be used by the Cardholder. NO OTHER PERSON IS AUTHORIZED to use that card. The Cardholder may make transactions on behalf of others in their department with the approval of a supervisor authorized to approve such purchases. However, the Cardholder is responsible for all use of his/her card. Although the card is issued to the employee, it remains City property and may be rescinded or limits may be adjusted or limited at any time. Procurement c~~C~~ards will be cancelled immediately upon notification of the employee's separation from the City.

Use of the Credit Card shall be limited to the following conditions:

1. Fuel, materials, supplies, equipment and services when a purchase order cannot be issued.
2. Registrations, travel, and training expenses for authorized activities.
3. Other items authorized by City Administration or designee.

- Payment for a purchase **WILL NOT be split** into multiple transactions to stay within the single purchase limit, or for any reason without the direct approval of the ~~Finance~~ Director of Fiscal Services or Chief Procurement Officer. The total value of a transaction shall not exceed a Cardholder's single purchase limit. Intentional splitting of purchases into multiple transactions to circumvent procurement statutes is a ~~misdemeanor~~violation of Texas law, and may result in cancellation of the employee's p~~P~~rocurement Card and ~~employee~~ disciplinary action.

- All items purchased "over the counter" must be immediately available at time of credit card use. No backordering of merchandise is allowed.

- Transaction volumes must not ~~be passed~~ exceed the authorized limits of number of transactions and purchase amounts ~~(i.e. # and $ amount of authorized transactions).~~

- All goods and services purchased must be delivered or rendered to City-owned property, unless the purchase is necessary as an authorized travel expense.

- Spending limits must be adhered to.

SALES TAX:
All purchases made with Procurement Cards are exempt from State of Texas Sales Tax. Exceptions include fuel and hotel purchases.
 The cardholder should inform the vendor of the tax-exempt status prior to purchase.
 Upon request, a Tax Exemption Certificate should be presented by the cardholder and submitted to the vendor.
 The cardholder is responsible for reversing or recovering any sales taxes charged to their card.
 If sales tax is charged on a purchase, the cardholder must make every attempt possible to get the sales tax amount refunded to the City.
 If all attempts have been made and the employee is unable to obtain a refund for the sales tax expense, the employee is required to submit a memo to explain why sales tax was charged and what attempts were made to get the money refunded. This should be signed off by the Department Director before being submitted to the Director of Fiscal Services~~nance~~. If sales tax is not refunded, the employee may be held responsible for refunding the City.

UNAUTHORIZED ~~CREDIT~~ PROCUREMENT CARD USE
The procurement card **SHALL NOT BE USED** for the following:

- Personal purchases or purchases for family members or friends, even with the intention of reimbursing the City;
- ~~or f~~For identification~~.~~;
- A single purchase that exceeds the limit of $3,000.00 or the Cardholder's single purchase limit~~.~~;
- Travel or entertainment expense – unless card is approved for travel type expenses;
- Cash Advances~~.~~, including withdrawals for cash, traveler's checks, money orders, etc;
- Telephone calls/monthly service~~.~~;
- ~~Alcohol.~~ Inappropriate meals: Meals must relate to official business or overnight travel. Meals to promote goodwill or boost morale are not considered as official business. Charges for alcohol and entertainment are not allowed.
- Delayed payments: All purchases must be paid within the billing period of the credit card to avoid penalties or interest charges.

- Any additional items/services as may be restricted by City policy.

A Cardholder who makes unauthorized purchases or carelessly uses the credit card may be liable for the total dollar amount of such unauthorized purchases plus any administrative fees charged by the Bank in connection with the misuse. The Cardholder will also be subject to disciplinary action up to and including termination of employment.

Intentional use of the Card for ANY personal purchase(s) will result in immediate termination of employment with the City of Duncanville. Also, a criminal investigation will be conducted by the appropriate authorities concerning any personal purchase(s) made with the Cards.

CARDHOLDER RESPONSIBILITIES

- Cardholders are required to read and follow all instructions, rules and procedures carefully. The card applicant's signature on the Cardholder Agreement indicates understanding the intent of the program and agreement to adhere to the established rules and procedures. A card applicant will be required to attend training provided by the Procurement Card Administrator before receiving the card. The employee agrees to comply with the program rules and regulations as determined by the city purchasing procedures, this policy manual and by signing the Procurement Cardholder Agreement

- **Security** - It is the Cardholder's responsibility to safeguard the credit card and account number to the same degree that a Cardholder safeguards his/her personal credit information. The Cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that Cardholder having his/her card withdrawn and disciplinary action may occur.

- **Lost or Stolen Cards** - If the card is lost or stolen the Cardholder shall immediately notify the Bank at 1-800-932-0036 (representatives available 24 hours per day seven days a week). The Cardholder must advise the representative that the call is regarding a VISA Purchasing Card for the City of Duncanville. The Card Program Administrator is also to be notified immediately.

  A new card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be destroyed.

- **Documentation** — Record keeping is essential to ensure the success of the Procurement Card Program. As with any card, the cardholder must retain original itemized credit card transaction slips, cash register receipts, invoices, order forms and receiving documents as may apply to each purchase. Whenever a procurement card purchase is made, either over the counter or by telephone, documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the Cardholder's monthly statement of account.

- When the purchase is made over the counter, the Cardholder shall retain the invoice and "customer copy" of the charge receipt. Prior to signing this slip, the Cardholder is responsible for making sure that the vendor lists the quantity, fully describes the item(s) on the charge slip and assures that **sales tax is not added** to the transaction.

- When making a purchase by telephone, the Cardholder shall retain all shipping documentation.

- If the cardholder does not have receipt or proper documentation to submit, then a reconciliation statement that includes a description of the item, date of purchase, merchant's name and an explanation for the missing support documents, shall be submitted within five (5) business days of the purchase. ***Frequent occurrences of missing documentation may result in the cardholder's privileges being revoked.***

- **Exchanges and Returns -** The cardholder is responsible for managing any returns or exchanges to ensure proper credit is received for returned merchandise. The cardholder should contact the vendor to obtain instructions for returns, and ensure proper credit is received.

  Separation of Employment - Prior to separation from the City or transfer to another department, the Cardholder shall surrender the credit card to his/her Approving Supervisor. Upon receipt, the Approving Supervisor will review, approve and deliver to the Card Program Administrator the cycle-end credit card statement and the credit card. **Please be aware that the responsibility of the void card remains with the Cardholder/Department Head until it has been received by the Card Program Administrator.**

MAKING A PURCHASE

Procurement procedures permit a purchase of goods or services without ~~a competitive~~competitive solicitation, if their value is $3,000.00 or less, and to be made from a vendor of choice. Where possible, the Purchasing Department will establish contract pricing agreements and notify cardholders of the preferred suppliers.

Cardholders will utilize the following "checklist" when making a purchase:

- Check with Purchasing to determine if the goods are available with vendors and a contract has already been established. This ensures that employees purchase goods at the best available price. If the vendor with a blanket purchase order is chosen, then use the blanket purchase order for payment and forego use of the credit card, UNLESS separate special instructions are provided to you for a particular contract.

- Make sure that **sales taxes are not added** to the purchase before signing any receipts and or invoices. The cardholder is responsible for ensuring that sales taxes are not charged and will be required to reimburse the City for any sales tax appearing on the receipt. Note this does not apply to hotel occupancy, non-exempt fees, or federal excise taxes.

- Once a vendor is designated and that vendor confirms that the product or service is available which meets the specification and delivery requirements, take the following steps:

- Confirm that the vendor agrees to accept VISA.

- Confirm that a detailed itemized invoice and credit card receipt will be provided to you at the time

of transaction.

It is extremely important that all purchases be sent to the cardholder ordering the merchandise, as this will ensure that the documents necessary for the record keeping are readily available to the cardholder. All purchases of goods must be delivered to City-owned facilities.

If necessary, advise the individual within your area who receives merchandise of the vendor's name and order number, anticipated delivery date, number of boxes expected, carrier (UPS, FedEx, etc.). The receiver must notify the actual Cardholder when delivery is made so that proper documentation is recorded.

~~**CARDHOLDER RECORD KEEPING**~~ **(MOVED TO RESPONSIBILITIES)**

~~Whenever a procurement card purchase is made, either over the counter or by telephone, documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the Cardholder's monthly statement of account.~~

~~When the purchase is made over the counter, the Cardholder shall retain the invoice and "customer copy" of the charge receipt. Prior to signing this slip, the Cardholder is responsible for making sure that the vendor lists the quantity, fully describes the item(s) on the charge slip and assures that sales tax is not added to the transaction.~~

~~When making a purchase by telephone, the Cardholder shall retain all shipping documentation.~~

The Procurement Card website management system is designed to assist Cardholders in managing their transactions and recording vital information such as fund, activity, etc. Therefore, the cardholder shall promptly reconcile each transaction once it posts to the cardholder's statement. This action shall be completed before the 10th of each month. The information will be automatically loaded into the Accounts Payable system.

REVIEW OF MONTHLY STATEMENT

IMPORTANT: IF THE FOLLOWING PROCEDURE IS NOT ADHERED TO, THE CARDHOLDER'S CARD PRIVILEGES WILL BE REVOKED.

During each billing cycle, the Cardholder will log-in and reconcile all imported transactions through Munis ERP System.

The following items must be addressed during the review:

- The Cardholder shall check each transaction listed against his/her credit card website system transaction log, receipts and any shipping documents to verify the monthly account statement. To reconcile, each transaction's org, object, DETAILED description, receipts and invoice number must be entered in the Munis system and when finished, cardholder must release all allocated transactions into workflow for Department Head approval. Once approved by Department Head, approved transactions and attached receipts will be routed to Accounts Payable for finalization and payment.

- The original sales documents, (packing slip, invoice, cash register tape and credit card slips, etc.) for all items imported into Munis MUST be attached to the for the month. You are required to log in to the CEO at www.wellsfargo.com, using the ID issued to you in order to download a copy of your statement. The statement is required to be attached to you Munis P-Card reconciliation.

- After this review, the Cardholder must release all allocated transactions into workflow for Department Head approval. The approving supervisor shall verify appropriate allocation confirm

with the Cardholder the following items as a minimum:

- There must be a receipt attached for each purchase. If a receipt is not available for some reason, please contact the Card Program Administrator.
- The goods have been received or the services were performed.
- The Cardholder has complied with applicable procedures.

- Once approved by Department Head, approved transactions and attached receipts will be routed to Accounts Payable for finalization and payment.

SUPERVISOR/DIRECTOR: The Approving Supervisor's approval, via workflow, of a Cardholder's monthly statement indicates that the Cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures, and verifying that all related receipts and documentation are submitted, thus indicating the transaction(s) are valid and for a City business related activity or purpose.

The transactions must be reconciled, approved and released to Accounts Payable within five (5) days of the receiving notification that the statement has been imported into Munis. This due date is the 10th of each month, or the first business day thereafter. There is no exception made for delays caused by planned vacation, conference attendance, or other planned absence from their normal work site. Cardholder should reconcile their transactions in advance in those instances.

PURCHASING CARD RETURNS/DISPUTES

If the wrong item is received, is not satisfactory, or damaged and/or defective, duplicate order, etc., the Cardholder should contact the vendor to explain the problem and inquire about return policies.

If the Cardholder is disputing a charge, he/she shall

- First contact the supplier to determine a resolution.
- If that does not correct the issue, Cardholder shall call Wells Fargo to submit a Dispute Report, as well as notify Card Program Administrator and Accounts Payable. Immediate action to resolve a dispute is of extreme importance.

If an item has been returned and a credit voucher received, the Cardholder shall verify to Accounts Payable that this credit is reflected on the monthly statement. Under no circumstances are Cardholders to accept a cash refund.

If purchased items or credits do not post on the monthly statement, the appropriate transaction documentation shall be retained by the Cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within 60 days after the date of purchase, the Cardholder or Approving Supervisor shall notify the Card Program Administrator.

If items purchased using the credit card are found to be unacceptable, the Cardholder is responsible for obtaining replacement or correction of the item as soon as possible. If the Vendor has not replaced or corrected the item by the date the Cardholder receives his/her monthly statement, then the purchase of that item will be considered in dispute.

MONTHLY TRANSACTION REPORTS

The Card Program Administrator will run monthly transaction reports listing all transactions. These reports will allow the Card Program Administrator to track Cardholder activities and help insure compliance with program rules.

~~**CARD SECURITY** **NOTE: MOVED TO RESPONSIBILITIES**~~
~~It is the Cardholder's responsibility to safeguard the credit card and account number to the same degree that a Cardholder safeguards his/her personal credit information.~~

~~The Cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that Cardholder having his/her card withdrawn and disciplinary action may occur.~~

~~If the card is lost or stolen the Cardholder shall immediately notify the Bank at 1 -800-932-0036 (representatives available 24 hours per day seven days a week). Cardholder must advise the representative that the call is regarding a VISA Purchasing Card for the City of Duncanville. The Card Program Administrator is also to be notified immediately.~~

~~A new card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be destroyed.~~

~~**CARDHOLDER SEPARATION** **(MOVED TO RESPONSIBILITIES)**~~
~~Prior to separation from the City or transfer to another department, the Cardholder shall surrender the credit card to his/her Approving Supervisor. Upon receipt, the Approving Supervisor will review, approve and deliver to the Card Program Administrator the cycle-end credit card statement and the credit card. Please be aware that the responsibility of the void card remains with the Cardholder/Department Head until it has been received by the Card Program Administrator.~~

SPECIAL CONDITIONS
If a special circumstance arises for which the Cardholder cannot utilize their card, the Cardholder shall contact the Card Program Administrator.

The Card Program Administrator may choose to use his/her advanced limit procurement card to pay for certain purchases.

CARDHOLDER COMPLIANCE
More than two (2) reminders to a Cardholder that an approved monthly statement is delinquent will be grounds for revocation of the credit card privileges from that Cardholder. The Director of Fiscal Services~~nance~~ may also suspend use of the Procurement c~~C~~ard for not reconciling the purchases in the time limit allowed by the Procurement Card Administrator.

AUDITS AND OVERSIGHT
Random audits of card activity and receipt retention will be conducted by the Finance Department, with detailed reviews performed annually by the City's independent auditing firm.

Agreement to Comply with the Procurement Card Policy and Procedure Manual

I hereby acknowledge that I have received a copy of the City of Duncanville Procurement/Travel Card Policy and Procedure Manual and agree to comply with the provisions of this policy.

Printed Name	Signature and Date

Attachments:

Attachment A – City of Duncanville Cardholder Agreement Form
Attachment B – Lost of Destroyed Receipt Form
Attachment C – Cardholder Statement of Disputed Items Form

Attachment A

CITY OF DUNCANVILLE
PROCUREMENT CREDIT CARD
ENROLLMENT FORM

Requestor's Name & Emp #:	
Employee Email Address:	
Department:	
Employee Work Phone:	
Department Head Name:	
Statement Approvers Name:	
Request a single purchase limit of:	$3,000.00
Request a cycle purchase limit of:	$10,000.00
(not to exceed $3,000.00 for any single transaction and not to exceed $10,000.00 total transactions per cycle month.)	
Credit Card Expenditure Type: Administrative or Standard Administrative = no travel such as airlines, hotel, car rentals but does include fuel Standard = includes travel	

Requestor Signature _____ Date _____

Department Director Signature _____ Date _____

For Card Coordinator Use Only			
Card Number:		Date Returned/Cancelled:	
Date Issued:		Holder Initials:	
Date of Training /Manual Issuance:			
Coordinator Signature:			
As Cardholder, my signature acknowledges that I have received the listed credit card, training, and credit card procedures manual.			
Cardholder Signature:		Date:	

Rev. 06-06-2024

Attachment B

CITY OF DUNCANVILLE
MISSING P-CARD / FUEL CARD RECEIPT FORM

When a receipt is lost or otherwise unavailable and all measures to obtain a copy have been exhausted, the **Missing Receipt Form** should be completed and used as the attachment in MUNIS.

I am missing a receipt for: _____

This expense/credit was incurred at:(Business Name): _____

Date: _____ Amount: $ _____

The receipt was (check applicable box):

☐ Lost ☐ Never Received ☐ Other (please explain) _____

Card Holder's Name: _____
(Printed Name)

Card Holder's Signature/Date: _____

Department Manager's Name: _____
(Printed Named)

Department Manager's Signature/Date: _____

Rev. 05-14-2024

Attachment C

CARDHOLDER STATEMENT OF DISPUTED ITEM(S)

CARDHOLDER NAME: _____

LAST 4 DIGITS OF P-CARD: _____

MERCHANT NAME: _____

DISPUTED AMOUNT: $_____

WELLS FARGO REFERENCE #: _____

I dispute the charge(s) described herein as follows: [Check Appropriate Box(es)]

- ☐ I certify that the charge listed above was not made by me nor were the goods or services represented by the above transaction received by me or by a person authorized by me.
- ☐ I do not recognize the transaction as listed above. Please inform me of the merchant's name and description of the merchandise.
- ☐ Although I did engage in the above transaction, I dispute all or part of the charge in the amount of $.
- ☐ I have contacted the merchant and requested a credit adjustment that I did not receive or was not satisfactory.
- ☐ I have been charged twice for the same transaction. Posting dates:_____and_____.
- ☐ A credit was listed as a sale on my statement.
- ☐ The amount of the sale was increased from $_____to $_____. Enclosed is my copy of the sales receipt before alteration.
- ☐ I received a price adjustment (credit) on the above transaction, and it has not appeared on my statement. Enclosed is a copy of the credit memorandum.
- ☐ Other, please explain Completely.
- ☐ I am disputing the charge because:

_____

_____

SIGNATURES:

Designated Cardholder Signature:_____ Date: _____

Designated Supervisor Signature:_____ Date: _____

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Discuss the selections of Mr. and Ms. Juneteenth to represent Duncanville at the 2025 Best Southwest event on June 14, 2025.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The City of DeSoto will host the annual Best Southwest Juneteenth Celebration on Saturday, June 14, 2025. In keeping with recent tradition, each participating city is invited to designate a Mr. and Ms. Juneteenth to be formally recognized during the event. City staff respectfully request that the City Council discuss and determine the selection for Duncanville's 2025 representatives. The selected names will be placed in prepared Resolution for consideration in the regular meeting of May 20, 2025.

POLICY EXPLANATION:
There are no policies related to this item.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
No formal action is required at this time. Staff is seeking the City Council's selections for the 2025 Duncanville Mr. and Ms. Juneteenth representatives to be placed on the resolution for consideration in the regular May 20, 2025 meeting.

ATTACHMENTS:
2025 Mr. and Ms. Juneteenth nominations

2025 Mr. and Ms. Juneteenth Nominations

Nominated by: Council Member DeMonica Gooden

Mr. Jeffrey Hartford and Dr. Nesa Sasser-Hartford

Occupation: University Professor

Education

Texas A&M University (College Station) Bachelor of Business Administration (Accounting)

Texas A&M University -Commerce, MS-Counseling

Texas A&M University- Commerce, EdD-Educational Administration

Dr. Sasser Hartford has shown leadership and initiative dedication and commitment to Duncanville and neighborhood activities in her involvement in weekly community efforts with the Life School project and how their proposal is affecting community and the City of Duncanville. She and her husband, Jeffery Hartford, currently sit on a core neighborhood committee and provide suggestions, updates and action steps regarding current neighborhood projects in our community and surrounding communities.

She currently sits on the 2025 City Bond Committee

Dr. Sasser Hartford is a retired public-school administrator and having served as a former teacher and school counselor. Now, she works for a few universities as a professor teaching master level and Doctoral. level courses. In addition, she serves as a Dissertation chair.

Dr. Sasser curriculum for the university and currently serve as lead site supervisor where she supervises Pre-certified teachers, certified teachers, and teachers aspiring to become school principals practices regarding classroom improvements.

Mr. Jeffery Hartford

Occupation: Certified School Teacher (Cooperative Education)

Education

Texas Southern University

Paul Quinn College- B.A Criminal Justice and Business Organizational Mgmt

Concordia University- Master of Education Administration

Occupation: Certified High School Teacher- Jeffery currently teachers in Dallas ISD school Jeffery has been a certified teacher since 2006.As a former high school basketball coach, he starkly supports Duncanville ISD athletics and attends State UIL championship games whenever they play.

Jeffery currently serves on the Danielfarms Core Committee where he updates residents on community information that will directly and indirectly impact residents.

Nominated by: Mayor Greg Contreras

Jimmy Morris - owner of Kingsmen Coffee Company. Jimmy has created a unique business and community platform for networking, learning business principles and giving back to the community.

Dr. Danielle Franklin - owner of Sunflower Dental. Danielle regularly participates in performances at the Duncanville Community Theater, is an active member of the Duncanville Chamber of Commerce and was selected as the Chamber 2022 Woman of the year.

Nominated by: Council Member Karen Cherry-Brown

Bob and Linda Lydia

Linda Lydia - has a long and involved history with the NAACP dating back to the turbulent sixties as an active member of the TN State University College Chapter. Today she served as an officer in local NAACP units (Dallas, Grand Prairie & Los Angeles) and numerous positions with the Texas State NAACP and National NAACP. Mrs. Lydia has served on the following boards, DCECD, Parks and Recreation, Library and Community Engagement.

In addition to being a member of Duncanville Rotary, she volunteers with numerous community organizations including Komen Race for the CureAdvocacy Chair, Komen AA HEI Cancer Coalition, Southwest Transplant Alliance, Concord Harmony House, League of Women Voters, American Red Cross, Methodist Breadbasket, and others.

Linda is proudest of her mission work with Feed My Starving Children, having done missionary trips to South Africa, Haiti, and Cuba. She serves on the speaker bureau of FMSC. In 2020, Linda a 30 year breast cancer survivor, founded the Pink Diamonds Survivors of Cancer, Inc. to raise funds and awareness for people experiencing cancer who are uninsured and underinsured.

Pink Diamonds provides the following free services; prosthesis for women who have had mastectomies. "Just Diagnosed" books for newly diagnosed breast cancer survivors, wreaths, uber rides to and from treatment and one on one counselling. The organization provides two annual health and wellness fairs are staged in the Southern Dallas communities.

Bob Lydia - has been a self-employed businessman in Dallas for the last thirty years. He currently owns and operates A-Plus Services. He has strived to make economic empowerment through entrepreneurship for himself and other minorities in the city. He served on the following Duncanville Boards, P & Z, Sign Control and Library.

Bob has a long and impressive history with the NAACP dating back to Juanita Craft and his involvement in her Youth Council. He has held numerous positions within the association at local, state, regional and national level. He has served as the president of the Dallas NAACP, 1st Vice President of the Texas State NAACP and NAACP National Board of Directors.

He has worked successfully on getting wrongfully incarcerated individuals released from prison, employment grievances and financially assisting indigent members in our community.

Nominated by: Council Member Don McBurnett

Mr. Greg and Dr. Danielle Franklin - Successful dentist with her practice in Duncanville, involved with the Chamber of Commerce and was named Woman of the Year. Also, she is involved with the Duncanville Community Theatre. Greg is an attorney.

Esther Stoker and her son James Stoker - Retired Educator, works for Texas State Teacher, involved with the Duncanville Community Theatre, has Be Informed Ministries. James does Student ministries at Hillcrest Baptist in Cedar Hill.

Cozea and Celee Stephens - This couple both serve on City Boards. Cozea Recreation Supervisor and Recreation Therapist for the City of Dallas. Celee is CTE Innovation Specialist at DHS. In education for 22 years and six years at DHS. She serves as Choir Director at her Church. He is a Deacon there as well.

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Receive a briefing from the Duncanville Police Department on the implementation of the Duncanville Police Resilience, Intervention, Support, & Engagement (RISE) Unit.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Ron Wilcots, Assistant Chief Wilcots
Ambrosio Hernandez, Outreach Officer
Thalia Lopez, Crime Victim's Advocate

BACKGROUND/HISTORY:
In May 2022, the Duncanville Police Department entered into a partnership to assign an officer to the Regional Care Team, based in DeSoto, TX. This multidisciplinary team operated on a referral basis and was dedicated to evaluating the behavioral health needs of individuals who utilized emergency services or were referred for assistance. The team's mission encompassed both prevention and postvention services, aimed at identifying and providing appropriate resources for individuals facing behavioral health challenges. This initiative was designed to reduce the frequency of crises that necessitated police intervention, emergency hospitalization, or incarceration.

In April 2025, a new direction was identified to transition away from the Regional Care Team due to personnel shortages within the patrol division. After thoughtful discussions, it was concluded that the City of Duncanville could achieve greater benefits by establishing a similar unit within its own jurisdiction. This specialized unit is committed to supporting community members grappling with issues related to mental illness and homelessness. The aim is to offer follow-up resources for individuals experiencing mental health crises within Duncanville, through initiatives such as home visits, connections to social workers, referrals to Mental Health resources, and interventions to free up patrol officers.

POLICY EXPLANATION:
Provide resources for individuals experiencing mental health crises within the city limits Duncanville.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located west of State Route 67, east of Clark Rd, south of Camp Wisdom, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located west of State Route 67, east of Clark Rd, south of Camp Wisdom, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071 to consult with the City Attorney regarding a pending EEOC Claim# 450-2025-04349, Nathan Warren.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071 to consult with the City Attorney regarding a pending EEOC Claim# 450-2025-04349, Nathan Warren.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071 to consult with the City Attorney regarding a pending EEOC Claim# 450-2025-04349, Nathan Warren.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Proclamation recognizing May 18 - 24, 2025, as National Public Works Week.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, more than 30,000 APWA members in the US and Canada use this week to energize and educate the public on the importance of Public Works in their daily lives.

This will be the tenth proclamation for National Public Works Week, recognized by the Mayor of the City of Duncanville. The City currently has 63 Public Works employees who build or maintain the City's infrastructure.

Public Works helps maintain a community's strength by providing an infrastructure of services in transportation, water, wastewater, stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. Public Works employees contribute much to making our communities great places to live and work.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number

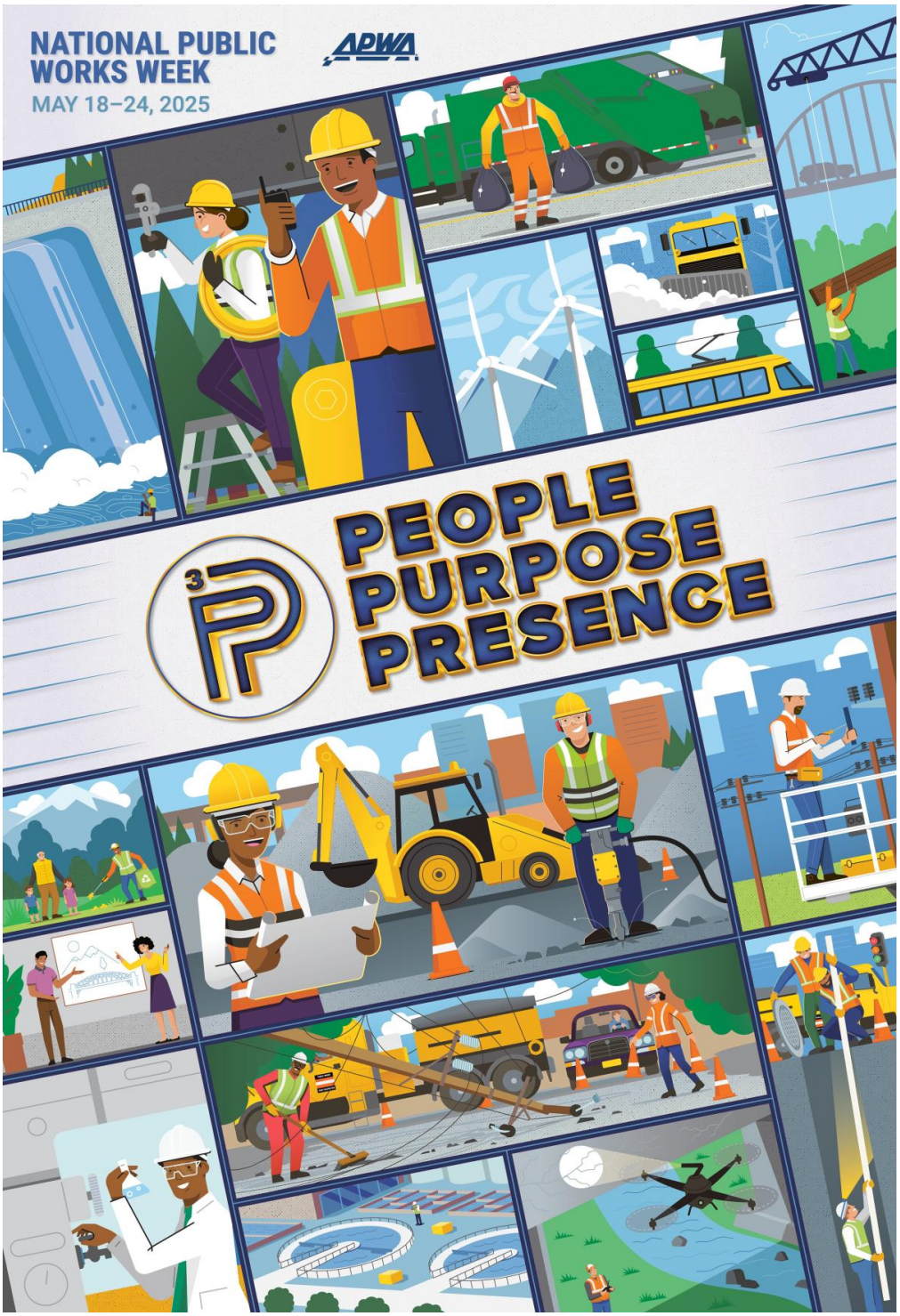
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:
Recognize May 18 - 24, 2025, as National Public Works Week.

ATTACHMENTS:
Attachment 1 - National Public Works Week Poster
Attachment 2 - National Public Works Week Proclamation

Attachment 1



OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, public works infrastructure, facilities and services are an integral part of our citizens' everyday lives and of vital importance to sustainable communities and the health, safety, and well-being of the people of Duncanville; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from your local Public Works Department, who are responsible for and who plan, design, build, operate and maintain the transportation, water supply, water treatment, public buildings, structures and facilities, and who deliver solid waste services, transit, and fleet services which are essential to serve our citizens; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our Public Works Department is materially influenced by the peoples' attitude and understanding of the importance of the work they perform; and

WHEREAS, the men and women of the Public Works Department of the City of Duncanville unceasingly provide a vital public service.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas, do hereby designate the week of May 18 – 24, 2025, as

NATIONAL PUBLIC WORKS WEEK

in the City of Duncanville and urge all citizens to join me in recognizing Public Works Department employees of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the health, safety, and well-being of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 20th day of May, 2025.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Council to receive a briefing presentation on the Insurance Services Office (ISO) Consultant Report.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chris Connealy, Fire Chief

BACKGROUND/HISTORY:
The Insurance Services Office (ISO) Public Protection Classification (PPC) program is a nationwide system that evaluates and classifies the effectiveness of fire-mitigation services in all communities. ISO assesses various factors related to fire suppression capabilities, including the fire department, water supply, emergency communications, and community risk reduction programs. While cities can request specific audits or inspections, ISO's primary function is to conduct regular evaluations across the country to assess the fire protection capabilities of various areas.
The last ISO audit assessment for the City of Duncanville was conducted by ISO in 2007. The City scored an 83.78 out of a possible 106.5 points, receiving a Class 2 ISO rating. To date, the City of Duncanville continues to hold a Class 2 ISO rating.
In February 2025, the City of Duncanville contracted with ISO Consultant, Mike Pietsch, P.E. Consulting Services, Inc. to perform an ISO evaluation identifying improvements needed for the City of Duncanville to achieve a Class 1 ISO rating. Mr. Pietsch completed his report on March 22, 2025.

POLICY EXPLANATION:
Briefing presentation on summation of the Insurance Services Office (ISO) Consultant Report.

FUNDING SOURCE:

ORG and Object Number
N/A

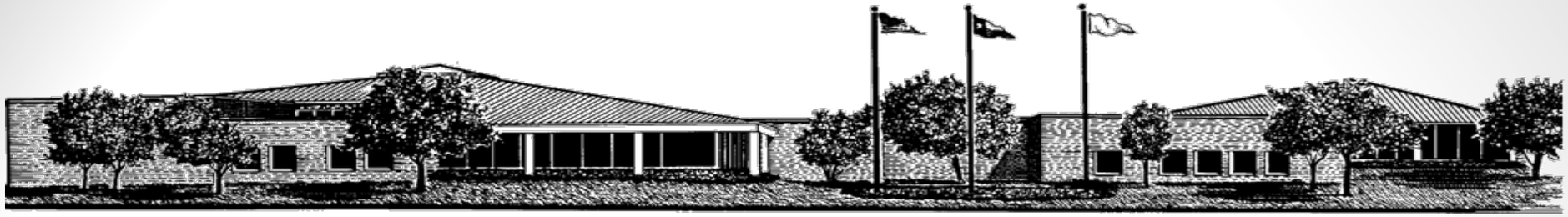
Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. N/A

ATTACHMENTS:

ISO Presentation - 05202025



City of Duncanville

INSURANCE SERVICES OFFICE (ISO) CONSULTANT REPORT BRIEFING

MAY 20, 2025

CHRIS CONNEALY, FIRE CHIEF

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

1

ISO Consultant Report Briefing:

- **Purpose of ISO Rating**
  - ISO assesses various factors related to fire suppression capabilities, including the fire department, water supply, emergency communications, and community risk reduction programs.
  - The primary purpose of an ISO (Insurance Services Office) rating, also known as a Public Protection Classification (PPC), is to evaluate and grade the quality of public fire protection services in a community.
  - This rating, which ranges from 1 to 10, helps insurance companies determine fair premiums for fire insurance, with lower ratings (closer to 1) indicating better protection and potentially lower premiums.
  - Improving a City's ISO rating enhances economic development opportunities within the community.
- **Current ISO Rating**
  - The last ISO audit for the City of Duncanville was in 2007.
  - The City of Duncanville scored an 83.78 out of a possible 106.5 points.
  - The City of Duncanville received a Class 2 rating

ISO Consultant Report Briefing:

- **ISO Consultant Report**
  - In February 2025, the City contracted with ISO Consultant, Mike Pietsch, P.E. Consulting Services, Inc. to perform an ISO evaluation identifying improvements needed for the City of Duncanville to achieve a Class 1 ISO rating.
  - Mr. Pietsch completed his report on March 22, 2025.
- **Summation of ISO Consultant Report**
  - The Water Supply section demonstrates an excellent level of compliance with the updated ISO rating document.
  - Fire Service Communications demonstrates a perfect grading point total within the requirements of the updated ISO rating document.
  - Update from the current 2015 International Fire Code (IFC) to at least the 2021 IFC.
  - Implement a pre-fire planning program of all commercial occupancies and update annually.
  - Ensure Captains and above complete a minimum of 12-hours of officer training each year.
  - Ensure all Fire Operations personnel receive a minimum of 6-hours of hazardous materials training each year.
  - Staff the vacant Fire Marshal position to facilitate having two positions in the Fire Prevention Office.
    - Promotional exam is scheduled for May 13, 2025.

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
City Council to consider a proposed change to the City of Duncanville's Compensation Policy last revised October 1, 2020. The proposed change would establish a Cost-of-Living Adjustment (COLA) plan tied to the Consumer Price Index, subject to annual budget appropriation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:

The City of Duncanville's Compensation Pay Plan was formally established to create a structured, equitable, and competitive system for managing employee salaries and benefits. Initially adopted on December 28, 2016, and effective as of January 1, 2017, the plan was designed to align employee compensation with market conditions, organizational equity, and individual performance. The core philosophy behind the Pay Plan is to attract and retain a highly qualified workforce by offering salaries that reflect the knowledge, skills, and abilities required for each position, while also ensuring internal consistency and fairness.

POLICY EXPLANATION:
Purpose of the Update: The City of Duncanville's Compensation Pay Plan has been designed to ensure that employee compensation remains competitive, equitable, and aligned with both internal organizational needs and external market conditions. A critical component of maintaining a competitive pay structure is the ability to adjust wages to reflect the impacts of inflation and changes in the cost of living. The City's current policy does not formally tie annual Cost of Living Adjustments (COLAs) to a recognized economic indicator. As part of the proposed update, an amendment is being introduced to incorporate a **formal COLA mechanism based on the Consumer Price Index (CPI)**. This ensures transparency, predictability, and market responsiveness in adjusting salaries over time.

Policy Proposed Amendment: The City of Duncanville would establish an annual Cost of Living Adjustment (COLA) review as part of the budget development process. The recommended COLA will be based on the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics. The City will prioritize using data from the Dallas-Fort Worth-Arlington, TX region when available, or the national CPI-U if regional data is unavailable.

- The CPI-U change from the previous calendar year ending December 31 will be used as the baseline.
- The City Manager will propose a COLA recommendation to the City Council as part of the annual budget.
- The application of a COLA will be subject to available budgetary resources and Council approval each fiscal year.
- The COLA is intended to preserve employees' purchasing power and maintain competitiveness without automatically guaranteeing an adjustment if fiscal or operational conditions prohibit it.

Benefits of the Proposed Change: The proposed addition of a CPI-based COLA mechanism reflects best practices in municipal compensation management. It supports the City's ongoing commitment to sound financial planning, competitive compensation, and organizational excellence.

- *Transparency*: Provides a clear and consistent basis for salary adjustments.
- *Market Competitiveness*: Ensures salaries remain aligned with real-world economic conditions affecting employees.
- *Employee Retention*: Helps prevent wage stagnation and improves the City's ability to attract and retain qualified personnel.
- *Financial Stewardship*: Maintains flexibility, as the Council retains final approval authority during each budget cycle.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve Resolution No.2025-474.
2. Do not approve Resolution No.2025-474.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-474
comp policy 052025 exhibit A

RESOLUTION NO. 2025-474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING A COST-OF-LIVING ADJUSTMENT (COLA) POLICY AS PART OF THE CITY'S OFFICIAL COMPENSATION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is committed to maintaining a competitive and equitable compensation structure to recruit and retain a high-performing municipal workforce; and

WHEREAS, the City recognizes the impact of inflation and the rising cost of goods and services on employee earnings; and

WHEREAS, a cost-of-living adjustment (COLA) tied to the Consumer Price Index (CPI) provides a data-driven, transparent mechanism to help ensure the City's compensation remains aligned with market conditions over time; and

WHEREAS, the City Council has reviewed the proposed COLA policy (Exhibit A), which outlines an annual review process based on the Bureau of Labor Statistics' published CPI-U (Consumer Price Index for All Urban Consumers), and allows for an annual adjustment to employee base pay subject to Council appropriation and fiscal capacity;

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

SECTION 1. The City Council hereby adopts the Cost-of-Living Adjustment (COLA) policy as part of the City's official Compensation Plan (Exhibit A). The COLA shall be calculated annually based on the year-over-year percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), with a maximum allowable adjustment of 3%, unless otherwise authorized by Council.

SECTION 2. The City Manager is hereby authorized to implement the COLA policy as part of the annual budget process, subject to City Council approval and available appropriations. Annual CPI data shall be reviewed in the first quarter of each calendar year for potential implementation in the following fiscal year.

SECTION 3. Should any section or provision of this Resolution be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of May 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

DUNCANVILLE

The Perfect Blend of Family, Community and Business.

EXHIBIT A

POLICY TITLE: COMPENSATION PAY PLAN	
DEPARTMENT: Human Resources	
Policy Chapter: Employee Compensation and Benefits	Section Number: HR 3.01
Approved Date: 12-28-2016	Approved By:
Effective Date: 01-01-2017	
Revision Date: 05-08-2019; 10-01-2020; (proposed May 2025)	

PURPOSE:

The administration of salaries for each position is based on the philosophy of maintaining a competitive pay structure for the purpose of recruiting and retaining an effective workforce. Determination of appropriate compensation is based on the following principles:

1. Provide compensation based on knowledge, skills and abilities for each job description.
2. Regularly review the internal equity of positions, evaluating their job duties within the organization.
3. Establish individual equity measures within the performance review process and provide for opportunities for performance-based increases, as determined by funds availability.
4. Review classifications to ensure competitiveness with similar jobs within the local economy or applicable labor market, establishing ranges similar to that market.
5. Establishment of a sustainable plan for Cost of Living Adjustments (COLA).

POLICY:

A pay plan is a schedule of base salary rates that establishes the relationships between a group of job classifications within an organization. Longevity, overtime, and other additional pays (such as certificate pays) are not included in the base salary rate.

Base pay is the compensation for services performed and not a reward for seniority, longevity of service, promise to produce, or the ability to produce. When funds are available for merit increases they will be provided for employees who have earned or merited the pay through their performance. If used competently and strategically, the pay plan is an excellent tool for recruiting and retaining a quality workforce. A pay plan defines the boundaries for making decisions regarding pay.

The pay plan and procedures governing it are subject to revision each fiscal year, or as often as may be deemed necessary based on market changes and other management considerations.

Police and Fire Civil Service pay plans must be approved by City Ordinance by City Council.

DUNCANVILLE
The Perfect Blend of Family, Community and Business.

PROCEDURES:

A. Beginning Pay - the rate determined to be appropriate for a new employee based on the employee's level of education and job-related experience.

1. Applicants who meet the minimum qualifications of the position will be placed at the minimum of the salary pay grade. A 3% merit increase will be granted upon successful completion of the initial probationary period.
2. Applicants with more experience and/or qualifications than the minimum qualifications may be recommended as high as 5% above the minimum for starting pay with Department Head and Human Resources approval.
3. Applicants with substantially better than minimum qualifications may be recommended for a higher starting pay by the Department Director. A memo requesting a higher starting pay and justification must be forwarded to and approved by the City Manager before offering to the applicant.
4. Civil Service employees are on a step pay plan and will be placed on the appropriate step in accordance with Texas Local Government Code, Chapter 143; and Local Civil Service Rules.
5. Re-hired employees will be treated as new hires.

B. Promotion - the result of being selected by a supervisor for a new or vacant position assigned to a higher salary grade.

1. Upon promotion, the employee will be placed in the new position's assigned salary pay grade. The increase in salary will either be the minimum of the new salary range or 7%, whichever is greater. A 3% merit increase will be given upon successful completion of the promotion probationary period.
2. Civil Service employees are on a step pay plan and will be placed on the appropriate step in accordance with Texas Local Government Code, Chapter 143; and Local Civil Service Rules.

C. Temporary Promotion - the action that places a qualified person in a higher level classification on a temporary basis until the current occupant returns from extended leave or open position can be filled through the normal hiring process.

1. Temporary promotions are limited to a minimum of thirty consecutive calendar days to a maximum of six months for all positions except Department Director or above. Please see *Policy 3.08 Out of Class Pay* for further information.
2. Civil Service employees will receive the difference in pay from current pay rate and the starting pay of the next rank when assigned to "step up" during a shift.

D. Demotion - the movement of an incumbent from the current assigned position to a lower paid position. Demotions usually occur involuntarily due to unsatisfactory job performance; however a demotion can occur due to a mutual agreement between the employee and supervisor at the employee's request.

1. If returning to the same position as held prior to the current promotion, the employee will be returned to their previous salary or percentage of placement within the range (if salary ranges have been adjusted) prior to the promotion.

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The Perfect Blend of Family, Community and Business.

E. Reclassification - the action that results when a position has taken on significant new duties and responsibilities since the last time the job was evaluated. The new duties may or may not add points to compensable job factors used to determine a new grade and may result in a higher or lower salary grade based on the outcome of the compensation analysis. As a part of the reclassification process, a different job title is selected to reflect the changes in the work performed.

1. During the annual budget process a supervisor may submit a reclassification request based on additional duties assigned and higher responsibilities given to a position. Also upon a position vacancy and/or change in organizational structure, reclassifications may be considered outside of the annual budget process.
2. Upon analysis and justification of the reclassification, if the results lead to an increase in classification, an employee's salary will be adjusted to the minimum of the new salary pay grade; however, a 5% increase above the minimum of the new salary pay grade may be recommended with Department Head and Human Resources approval. A recommendation for a higher reclassification minimum pay may be made by the Department Director. A memo requesting a higher reclassification pay and justification must be forwarded to and approved by the City Manager before becoming final.
3. Reclassification does not equate to a promotion. It does not initiate a probationary period nor does it result in a merit increase after six months.

F. Transfer - the lateral movement of an employee to a new position in the same pay grade as his/her current position.

1. Movement within the same department:
    a. Different position within the same pay grade - no base pay change.
2. Movement to a different department:
    a. Different position within the same pay grade - no base pay change.

G. COLA - To ensure that employee compensation remains competitive and responsive to economic conditions, the City of Duncanville will incorporate an annual Cost of Living Adjustment (COLA) as a component of its overall compensation policy. The COLA will be determined based on the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, using the Dallas-Fort Worth-Arlington, TX metropolitan statistical area as the benchmark when available, or the national CPI-U if regional data is unavailable. The COLA will be reviewed and proposed annually during the City's budget process and may be implemented, subject to City Council approval, to help preserve employees' purchasing power and support workforce retention. While the CPI will serve as a guiding metric, the final COLA percentage will be based on available budgetary resources and the City's long-term financial sustainability goals.

BUDGET CONSIDERATIONS

- All salaries must be adequately funded in each department's annual budget.
- Requests for reclassification or review of position should normally be done annually as part of the annual budget process. Should the need exist for reclassification or review, the Department Director must submit the request with adequate justification in time for budget review. All approved reclassifications, if funded, will become effective the first full pay period in October

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of the fiscal year.

- All reclassifications must be approved by the City Manager.

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Consider a Resolution authorizing an amendment to descope the modular block wall and associated items from the Softwood Drive Sanitary Sewer Aerial Crossing Repair construction contract with Texas Standard Ltd., in an amount of $621,168.65, reducing the total contract price to $755,080.76.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
On October 18, 2022, the City Council approved a Professional Services Agreement with Dunaway Associates to prepare plans and construction specifications to replace the aerial sanitary sewer pipeline behind 383 Softwood Drive and reinforce the riverbanks at the crossing location. The project will include the installation of 339 linear feet of 8-inch sewer line, 1,521 square feet of modular block gravity wall, 67 linear feet of 16-inch steel casing pipe (aerial crossing), and 158 square yards of reinforced concrete riprap along Softwood Drive and between Softwood Drive and Lakeview Circle.

On February 6, 2024, the Duncanville City Council approved a contract with Texas Standard Construction Ltd. in the amount of $1,339,121.10 for utility infrastructure improvements as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Project.

The First Amendment to the contract was executed to extend the project timeline on March 13, 2024. Since the last authorization, staff discussed the need for a modular block gravity wall in the construction plans with the engineer, Dunaway Associates. It was determined that the modular block wall is not structurally required and that funds would be better utilized for constructing a more cost-effective gabion wall. This Second Amendment is proposed to remove the modular block wall and associated items from Texas Standard's construction agreement, reducing the contract amount by $621,168.65, bringing the new construction total to $755,080.76.

POLICY EXPLANATION:

Staff requests City Council's authorization to amend the agreement with Texas Standard Construction per Sec. 252.048 of Chapter 252 of the Texas Government Code, which governs municipalities' purchasing and contracting authority.

Sec. 252.048 Change Orders

(a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(c) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(d) If a change order involves a decrease or an increase of $50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

As outlined above, City Council authorization is necessary because the contract reduction exceeds $50,000.00. Additionally, the contractor's consent is required since the contract price is being reduced by more than 25%. Their consent has been obtained, as reflected in Attachment 1 and the partially executed Second Amendment.

The funds will be returned to the Utilities CIP account to cover the contract increase associated with the design amendment and the gabion wall construction. Emergency procurement of the planned gabion wall construction project will be presented to the City Council for consideration at the next meeting.

FUNDING SOURCE:

ORG and Object Number
17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Softwood Drive Change Order
Attachment 2 - Texas Standard Second Amendment to Contract 3230224
Resolution No. - 2025-471 - Softwood Project Construction Contract Amendment - Pdf

Attachment 1

Duncanville
City of Champions

CITY OF DUNCANVILLE
CHANGE ORDER REQUEST FORM

Bid/RFP No:	**RFB No. 23-0008**	Date:	**April 17, 2025**
Project Location:	**Sanitary Sewer Improvements Between Softwood Drive & Lakewiew Circle**	City Project Manager:	**Joel Daugherty**
Contractor:	**Texas Standard Constuction,Ltd.**	Engineer:	**Dunaway**
Account #:	**17100000-708102-WS326**	CIP #:	**RFB No. 23-0008**
Munis Contract #:	**3230224**	Change Order #:	**No. 1**
Change Order Initiated by:	**Joel Daugherty** (Name, Title, Firm)	Purchase Order #:	**2240370**

ITEM No.	ITEM & DESCRIPTION OF CHANGES	UNIT	QTY (+/-)	UNIT PRICE	EXTENDED ($) DECREASE	EXTENDED ($) INCREASE
5	REMOVE & REPLACE 4' CHAIN LINK FENCE INCLUDING GATES	LF	-71.75	$ 52.30	$ (3,752.53)	
6	REMOVE & REPLACE 6' CHAIN LINK FENCE INCLUDING GATES	LF	-109.8	$ 59.50	$ (6,530.13)	
26	MODULAR BLOCK GRAVITY WALL	SF	-1750	$ 129.50	$ (226,625.00)	
27	GRAVITY WALL TIEBACKS AND WALERS	EA	-45	$ 5,690.00	$ (256,050.00)	
28	6" REINFORCED CONCRETE RIPRAP	SY	-358	$ 279.00	$ (99,882.00)	
29	GROUTED ROCK RIPRAP (18" THICKNESS)	SY	-57	$ 497.00	$ (28,329.00)	

Additional Contract Time Required by Change: **0** Calendar Days

Revised Completion Date: _____ (MM/DD/YYYY)

SUMMARY OF BUDGET & CONTRACT VALUE IS CHANGED AS FOLLOWS

Project Budget:	**$ 1,473,033.21**
Original Contract Price:	**$ 1,339,121.10**
Contract Price prior to this change order:	**$ 1,339,121.10**
Net Increase/Decrease resulting from this change order:	**$ -621,168.65**
Contract Price after this change order:	**$ 717,952.45**
Project Budget Balance after this change order:	**$ 755,080.76**

JUSTIFICATION	SIGNATURE	DATE
Approved, **Contractor**	Ronald Hall Jr. PMC	4-17-2025
Recommended, **Engineer of Record**	Quinten Plumer	04/17/2025
Approved, **Contract/Project Manager**		
Approved, **Director of Public Works**		
Approved, Chief Procurement Officer		
Approved, **Managing Director of Fiscal Services**		
Approved, **City Manager**		

All Change Orders that are requested with this format shall be within and not to exceed CIP budget or $49,999.99.
Any Change Order that exceeds the budget and/or $49,999.99 must be formally approved by Mayor and Council.

Attachment 2

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

SECOND AMENDMENT TO CITY OF DUNCANVILLE CONSTRUCTION AGREEMENT WITH TEXAS STANDARD CONSTRUCTION, LTD.

CONTRACT NO. 3230224
PO NO. 2240370
SOFTWOOD DRIVE
SANITARY SEWER AERIAL CROSSING REPAIR

THIS SECOND AMENDMENT TO AGREEMENT is entered into as of **January 27, 2025** ("Effective Date"), between the City of Duncanville (hereinafter "City"), located at 203 E. Wheatland, Duncanville, TX 75116, and Texas Standard Construction, Ltd. (hereinafter "Contractor" or "Professional"), located at 5511 W. Ledbetter Dr., Dallas, TX, 75236, (collectively and interchangeably referred to as the "Parties" or "Party"), is hereby executed for the purpose of amending and supplementing its previous agreement ("Original Agreement"), which was entered into as of **February 6, 2024**, between the City and the Contractor as stated herein:

The Original Agreement provided for the Contractor's services related to the Softwood Drive Sanitary Sewer Aerial Crossing Repair Construction Project. The Original Agreement was written with the Contractor's cost not to exceed ONE MILLION THREE HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS AND TEN CENTS ($1,339,121.10) for the project's completion and term (the "Total Contracted and Conditional Contract Amount")."

The Original Agreement now requires modifications to descope the following from the project and reduce the contract price.

Remove & Replace 4' Chain Link Fence, Including Gates
Remove & Replace 6' Chain Link Fence, Including Gates
Modular Block Gravity Wall
Gravity Wall Tiebacks and Walers
6" Reinforced Concrete Riprap
Grouted Rock Riprap (18" Thickness)

Article IV, "CONTRACT PRICE," will be amended to decrease the contract's value from $1,339,121.10 to $755,080.76.

NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following SECOND AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement to wit:

1.

The provisions of Article IV: CONTRACT PRICE, as stated in the Original Agreement, are hereby amended to allow for a decrease to the contract value.

The first sentence of Article IV is hereby amended as follows:

The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed-rate sum for services provided of Seven Hundred Fifty-Five Thousand Eighty Dollars and Seventy-Six Cents ($755,080.76).

SECOND AMENDMENT TO CITY OF DUNCANVILLE CONSTRUCTION AGREEMENT WITH TEXAS STANDARD CONSTRUCTION, LTD.

CONTRACT NO. 3230224
PO NO. 2240370
SOFTWOOD DRIVE
SANITARY SEWER AERIAL CROSSING REPAIR

The Parties hereto agree that, except as specifically provided for by the agreed-to changes within this Second Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the Second Amendment shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this Second Amendment by and through their respective duly authorized representatives and officers as indicated below:

CITY OF DUNCANVILLE
(City)

Approved: _____

By: Douglas Finch

Title: City Manager

Date: _____

TEXAS STANDARD CONSTRUCTION, LTD.
(Contractor)

Approved: Ronald H Dalton - MEC.

By: Ronald H. Dalton

Title: President

Date: 1-28-2025

RESOLUTION NO. 2025-471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO DESCOPE THE MODULAR BLOCK WALL CONSTRUCTION AND ASSOCIATED ITEMS FROM THE SOFTWOOD DRIVE SANITARY SEWER AERIAL CROSSING REPAIR CONSTRUCTION CONTRACT WITH TEXAS STANDARD CONSTRUCTION LTD., IN AN AMOUNT OF $621,168.65, REDUCING THE TOTAL CONTRACT PRICE TO $755,080.76; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID AMENDMENT, INCLUDING CHANGE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville, Texas, entered into an agreement with Texas Standard Construction Ltd. for utility improvements for $1,339,121.10; and

WHEREAS, an amendment to the construction contract is proposed to revise the project scope and decrease the contract value for best use of funds.

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

SECTION 1. The City Council of the City of Duncanville, Texas, authorizes an amendment to descope the modular block wall and associated items from the Softwood Drive Sanitary Sewer Aerial Crossing Repair construction contract with Texas Standard Ltd., in an amount of $621,168.65, reducing the total contract price to $755,080.76; authorizing the City Manager to execute the necessary documents related to said amendment, including change 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 20th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Consider a Resolution authorizing the Second Amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Design Project, in the amount of $120,360.00, authorizing an appropriation of $21,961.00 as a project contingency for the execution of future change orders, not exceeding a total contract amount of $241,571.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville experienced significant rainfall and stormwater runoff in August 2022, causing substantial river flows in the Bentle Branch tributary of Ten Mile Creek. One of the City's 6" sanitary sewer aerial pipelines, which crossed over Bentle Branch behind 383 Softwood Drive, sustained damage during these storms. The damage compromised the upstream end of the steel casing of the aerial crossing and the vitrified clay carrier pipe. Visual inspection also showed significant erosion on the south side of the riverbank at Bentle Branch, where the casing and sewer pipe damage occurred.

On October 18, 2022, the City Council approved a Professional Engineering Services Agreement with Dunaway Associates for $84,800.00 to design plans to replace the aerial sanitary sewer pipeline and reinforce the riverbanks at the damaged crossing location. The initial design scope included structural design of the aerial crossing casing and pier supports, erosion improvements for approximately 100' of bank protection on the south side of the riverbank, and engineering plans to replace approximately 300 linear feet of 6" sanitary sewer aerial crossing from Softwood Drive to the Trinity River Authority entry point manhole.

The first amendment was proposed to allow additional design services to stabilize the north bank of Bentle Branch Creek. On September 5, 2023, the City Council approved the requested contract

amendment to design the modular block gravity wall on the north bank to match the proposed improvements on the south bank and revise the pier design to further stabilize the north bank.

Since the last authorization, staff discussed with Dunaway Associates the need for a modular block gravity wall. It was determined that the modular block wall is not structurally necessary and does not represent the most efficient use of funds. The design plans can be modified to eliminate the engineered block wall, saving the City a significant amount of money in construction costs by opting for a gabion wall instead. Therefore, a second amendment is proposed for Dunaway to redesign the plans, removing the modular block wall from the scope and replacing it with a gabion wall. The gabion wall will adequately protect the creek banks from further erosion and restore both the north and south creek banks. The wall will also expand the limits of the erosion protection to encompass the rear of 379 Softwood Drive to protect the city from property erosion liabilities. In addition to the redesigned wall, staff recommends adding two additional sites to this project's scope as an emergency necessity due to the similarity in the design work; two areas along Mauk Branch that have sustained damage in recent months. After a recent water main break along the south bank of Mauk Branch, repairs to the area heavily disturbed and compromised the creek bank, resulting in an unprotected 8-inch water main. Additionally, recent storm events have caused a bend in Mauk Branch to erode and expose a 6-inch sewer main behind 426 East Center Street. Dunaway is requested to design gabion walls to restore the creek bank in both areas, prevent further erosion, and protect the vulnerable water and sewer infrastructure.

Additionally, staff requests an appropriation of $21,961.00 as a project contingency to cover any unforeseen conditions and expenses that may result in a change order. The project's design and construction administration cost should not exceed $241,571.00.

The funds saved from the construction contract reduction will cover the contract increase related to this design amendment and the construction of the gabion walls. The planned construction of the gabion walls will be presented to the City Council for consideration of emergency procurement at the next meeting.

POLICY EXPLANATION:
The City relies on consulting engineering firms selected based on qualification and competence for specialty design work. Dunaway Associates has provided civil and structural engineering, planning, and surveying services for decades. They have extensive experience performing the type of work specified in the agreement. They have completed several design projects for the City of Duncanville, including the Danieldale Road Pavement and Utility Replacement and Harrington Park/Ten Mile projects.

FUNDING SOURCE:

ORG and Object Number
17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget	**Purchase Amount**	**After Encumber**
$2,576,178.33	$241,571.00	$2,334,607.33

ACTION ALTERNATIVES:
1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-470 - Softwood Project Design Contract Amendment - Pdf
Dunaway Associates PSA 23-0004 Second Amendment

RESOLUTION NO. 2025-470

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT 23-0004 WITH DUNAWAY ASSOCIATES FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES AS PART OF THE SOFTWOOD DRIVE SANITARY SEWER AERIAL CROSSING REPAIR DESIGN PROJECT, IN THE AMOUNT OF $120,360.00, AUTHORIZING AN APPROPRIATION OF $21,961.00 AS A PROJECT CONTINGENY FOR THE EXECUTION OF FUTURE CHANGE ORDERS, NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF $241,571.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, INCLUDING CHANGE ORDERS, RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on October 18, 2022, the City Council of the City of Duncanville, Texas, authorized Professional Services Agreement 23-0004 for the design of Softwood Drive Sanitary Sewer Aerial Crossing repair and reinforcement of the creek embankments; and

WHEREAS, a Second Amendment to Professional Services Agreement 23-0004 is proposed for additional professional engineering services associated with the project; and

WHEREAS, change orders increasing the total contract price or valued at $50,000.00 or greater require City Council approval; and

WHEREAS, a project contingency authorizes the City Manager or designee to execute change orders valued at less than $50,000.00; and

WHEREAS, the City Council of Duncanville, Texas, desires to authorize the Second Amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project, in the amount of $120,360.00, authorizing an appropriation of $21,961.00 as a project contingency for the execution of future change orders, not exceeding a total contract amount of $241,571.00.

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

SECTION 1. The City Council of Duncanville, Texas, hereby authorizes the Second Amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project, in the amount of $120,360.00, and authorizes an appropriation of $21,961.00 as a project contingency for the execution of future change orders, not exceeding a total contract amount of $241,571.00; and authorizes the City Manager designee to execute the necessary documents, including change orders, related to said expenditures.

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 20th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

SECOND AMENDMENT TO CITY OF DUNCANVILLE
PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES

CONTRACT NO. 23-0004
PO NO-2300206
SANITARY SEWER AERIAL CROSSING REPAIR DESIGN

THIS SECOND AMENDMENT TO AGREEMENT is entered into as of **the _____ day of _____, 2025** ("Effective Date"), between City of Duncanville (hereinafter "City"), located at 203 E. Wheatland, Duncanville, TX 75116, and Dunaway Associates (hereinafter "Contractor" or "Professional"), located at 550 Bailey Ave., Suite 400, Fort Worth, TX 76107, (collectively and interchangeably referred to as the "Parties" or "Party"), is hereby executed for the purpose of amending and supplementing its previous services agreement ("Original Agreement"), which was entered into as of **November 7, 2022**, between the City and the Contractor as stated herein:

The **Original Agreement** that provided for the Contractor's services related to engineering design and construction administration for the Softwood Drive Sanitary Sewer Aerial Crossing Repair Reconstruction Project was approved by City Council Resolution #2022-095 on October 18, 2022. The Original Agreement was written with the Contractor's cost and expenses not to exceed **EIGHTY-FOUR THOUSAND EIGHT HUNDRED ($84,800.00)** for the project's completion and term (the "Total Contracted and Conditional Contract Amount")." The work consisted of providing civil engineering *design to repair the erosion on the south side of the riverbanks, and reinforce the banks at the location of the Softwood sanitary crossing, by designing a 100ft gabion basket bank protection and tie backs, aerial crossing replacement of 315 linear feet.*

The **First Amendment** to the Original Agreement for the Contractor's services related to engineering design and construction administration for the Softwood Drive Sanitary Sewer Aerial Crossing Repair Reconstruction Project was approved by City Council Resolution #2023-081 on September 5, 2023, providing for additional engineering design services to "*design the modular block gravity wall on the north bank and revise the pier design to further stabilize the north bank"*, increasing the approved cost from $84,800.00 to $99,250.00, an additional expenditure of $14,450.00 to complete the project.

The Agreement now requires additional modifications to provide additional professional engineering services. The **Second Amendment** to the Original Agreement for the Contractor's services related to engineering design and construction administration for the Softwood Drive Sanitary Sewer Aerial Crossing Repair Reconstruction Project is being requested for approval. *The proposed work requires civil engineering design services for gabion walls for multiple additional sites: (1) 100 linear feet along Bentle Branch, (2) 100 linear feet along the south bank of Mauk Branch at the aerial crossing, and (3) a gabion wall and mattress on both creek banks to prevent further erosion.* The proposed cost for the additional services is indicated in the attached proposal #8878.002, with a stated not-to-exceed amount of **$120,360.00.** With the approval of the City Council, Section 1, "Scope of Services," will be amended to include the new project proposal, and Section 4, "Payment," will be amended to increase the value of the contract from **$99,250.00 to $219,610.00.**

NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following SECOND AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement to wit:

1.

The provisions of **Section 1:** Scope of Services, as stated in the Original Agreement, are hereby amended to allow for a change to the contract's scope.

Section 1 is hereby amended to include the April 2025 Proposal for Creek Bank Restoration Professional Engineering Services at Multiple Sites.

2.

The provisions of **Section 4:** Payment, as stated in the Original Agreement, are hereby amended to allow for a change to the contract value.

Section 4 is hereby amended as follows:

4 OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A" and "B", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on

invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

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

The total CONTRACTOR fee shall not exceed **TWO HUNDRED NINETEEN THOUSAND SIX HUNDRED TEN DOLLARS AND ZERO CENTS ($219,610.00)**. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

SECOND AMENDMENT TO CITY OF DUNCANVILLE
PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES

CONTRACT NO. 23-0004
PO NO-2300206
SANITARY SEWER AERIAL CROSSING REPAIR DESIGN

The Parties hereto agree that, except as specifically provided for by the agreed to changes within this SECOND Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the SECOND Amendment shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this SECOND Amendment by and through their respective duly authorized representatives and officers as indicated below:

CITY OF DUNCANVILLE **(City)**	**Dunaway Associates** **(Contractor)**
Approved: _____	Approved: Quinten Plumer
By: Douglas Finch	By: Quinten Plumer, PE
Title: City Manager	Title: Discipline Lead I Associate Principal
Date: _____	Date: 04/25/2025

Dunaway No. 8878.002

April 7th, 2025

Mr. Matt Bryant
Director of Public Works
203 E. Wheatland Rd.
Duncanville, TX 75138-0280

Via e-mail: matt.bryant@duncanvilletx.gov

Reference: Proposal for Professional Engineering Services
Creek Bank Restoration – Multiple Sites
Site 1 - 383 Softwood Drive, Duncanville, Texas
Site 2 - 718 E Highway 67, Duncanville, Texas
Site 3 - 429 E Center St, Duncanville, Texas
Duncanville, Texas

Dear Mr. Bryant:

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

Project Understanding

Site 1 - The City requested Dunaway to provide engineering services to design a gabion wall to protect a previously constructed aerial sewer crossing and associated piers along Bentle Branch. The gabion wall will protect the creek banks from further eroding and restore approximately 100 LF of creek banks on both the north and south creek banks.

Site 2 – The City recently had a water main break along the south bank of Mauk Branch. The City repaired this water main break, but subsequently disturbed the creek bank soils and the creek banks have begun eroding. The City requested Dunaway to provide engineering services to design a gabion wall approximately 100 LF in length to restore the creek bank, prevent further erosion, and to protect the repaired water line from being exposed.

Site 3 – Recent storm events have caused a bend in Mauk Branch to erode and exposed a City-owned 6-inch sewer main. The City requested Dunaway to provide engineering services to design a gabion wall and mattress on both creek banks to restore the creek bank, prevent further erosion, and to protect the 6-inch sewer main.

Scope of these services includes project management, topographic survey, separate instrument easements, geotechnical investigations, structural design of gabion basket bank protection and tie backs, and engineering plans of gabion wall and riprap for approximately 400’ of total bank protection across the three sites. Scope additionally includes bid and construction phase services.

Executive Fee Summary

Basic Engineering Services (Lump Sum)	
Project Management and Coordination	$ 11,500.00
Gabion Wall Design	$ 70,000.00
Structural Design (Gabion Baskets)	$ 13,200.00
Construction Phase Services (Hourly Not-To-Exceed)	$ 6,000.00
Separate Instrument Easement (1 EA) ($2,500 Per Document) (As Needed)	$ 2,500.00
Geotechnical Services (Lump Sum)	$ 6,160.00
Topographic Survey Services (Lump Sum)	$ 11,000.00
Total (Lump Sum):	**$ 114,360.00**
Total (Hourly Not-To-Exceed):	**$ 6,000.00**

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

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

Respectfully submitted,

Quinten Plumer, P.E.
Discipline Lead | Associate Principal

Enclosure(s): Statement of Work, Attachment A - Project Map, 2025 Standard Rate Table

Cc: Jazmin Venegas, Josh Wright

STATEMENT OF WORK
City of Duncanville
Design of Gabion Walls for Creek Bank Restoration at Multiple Sites
Site 1 - 383 Softwood Drive, Duncanville, Texas
Site 2 - 718 E Highway 67, Duncanville, Texas
Site 3 - 429 E Center St, Duncanville, Texas

Part 1: General Information

A. Introduction: The City of Duncanville (City) requires engineering design of gabion walls for erosion control and protection of river banks, and to protect existing City infrastructure, at multiple sites. The locations and extents of these proposed improvements are:

- 383 Softwood Drive, Duncanville, TX
    - Approximately 200 LF of existing river banks, both north and south banks, are anticipated needing reinforcement with riprap and gabion baskets. The proposed gabion wall is intended to protect a recently constructed aerial sewer crossing and associated piers.
    - Background: In a prior project, a sewer line, including an aerial sewer crossing with structural piers and I-beam supports, and modular block gravity walls for slope stabilization on the north and south streambanks were included in a design contract. The design was completed and the City awarded the low-bid contractor the construction contract for this project. Contractor completed installation of the proposed sewer, aerial sewer crossing, and associated piers and I-beam supports. During construction, the City wanted to change from a modular block wall to a gabion basket wall with extended length downstream. The City elected and directed the contractor to not construct the gabion wall nor the modular block gravity wall due to construction cost concerns. These walls are critical for slope stabilization to protect the streambanks from further erosion and to protect the structural piers from being damaged from debris during large storm events, and were ultimately included as part of the scope of this proposal.

- 718 E Highway 67, Duncanville, TX
    - Approximately 100 LF of existing river bank on the south bank is anticipated needing reinforcement with riprap and gabion baskets. The proposed gabion wall is intended to protect a City water line that traverses below Mauk Branch and was recently repaired.

- 429 E Center St, Duncanville, TX
    - Approximately 100 LF of existing river bank, both north and south banks, are anticipated needing reinforcement with riprap, gabion baskets, and gabion mattresses. The proposed gabion wall is intended to protect a 6-inch sewer main that was recently exposed due to erosion.

These improvements and limits are also shown on Attachment A – Project Map, included herein.

B. Background:

1. Site 1 - The City requested Dunaway to provide engineering services to design a gabion wall to protect a previously constructed aerial sewer crossing and associated piers. The gabion wall will also protect the creek banks from further eroding and restore approximately 100 LF of creek banks on both the north and south creek banks.

2. Site 2 – The City recently had a water main break along the south bank of Mauk Branch. The City repaired this water main break, but subsequently disturbed the creek bank soils and the creek banks have begun eroding. The City requested Dunaway to provide engineering services to design a gabion wall to restore the creek bank, prevent further erosion, and to protect the repaired water line from being exposed.

3. Site 3 – Recent storm events have caused a bend in Mauk Branch to erode and exposed a City-owned 6-inch sewer main. The City requested Dunaway to provide engineering services to design a gabion wall and mattress on both creek banks to restore the creek bank, prevent further erosion, and to protect the 6-inch sewer main.

C. Scope

1. Project Management - Engineer will manage the work outlined in this scope to ensure efficient and effective use of Engineer's and City's time and resources. Engineer will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.

2. Conduct topographic field surveying and base mapping of area around existing creek banks for Sites 2 and 3 and for approximately 100 feet upstream and downstream of proposed improvements. Site 1 will utilize previously obtained topographic survey from a prior City project.

   - South bank of Mauk Branch for 718 E Highway 67 site.
   - North and south banks of Mauk Branch for 429 E Center Street site.

   Topographic field surveying will include any utility appurtenances, such as manholes, vaults, gate valves, blow-off valves, or air release stem pipes, fences, existing bag walls or other wall structures, and trees above 6" in trunk diameter

3. Base mapping will include determining existing public/private property boundaries and easements for use in design.

4. Facilitate structural engineering design of gabion walls elements.

5. Conduct Preliminary Investigation & Prepare 30% Conceptual Design.

6. Conduct engineering design and prepare construction plans ~~and specifications~~ for all proposed improvements in the specified area (assumes one bid package).

7. Prepare one (1) separate instrument easement documents for gabion wall improvements, as needed.

8. Prepare contract documents to support the City contracting process.

9. Provide bid phase support services.

10. Provide construction support during construction phase of the project.

11. Conduct geotechnical engineering and prepare Geotechnical Report to present the results of the field and laboratory data together with analyses of the results and recommendations.

12. Submit plans to TCEQ for review and approval.

D. Items Not included in Scope

1. Floodplain mapping, study or modeling. Proposed gabion walls will be designed to not restrict existing sections of applicable sections of Bentle Branch and Mauk Branch in project area. Existing HEC-RAS models of creek will be consulted to verify these assumptions.

2. Environmental assessment or permitting.

3. Modeling and sizing of water and wastewater lines.

4. SWPPP (to be performed by Contractor prior to construction).

5. Design fee for optional additional wall on North Bank of Mauk Branch at the 718 E Highway 67 site.

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

E. Applicable Documents

1. Attachment "A" - Project Map

2. NCTCOG Public Works Construction Standards —5th Edition, November 2017

Part 2: Work Requirements

A. Technical Requirements

1. Project Management

1.1. Managing the Team

1.1.1. Lead, manage and direct design team activities

1.1.2. Ensure quality control is practiced in performance of the work

1.1.3. Communicate internally among team members

1.1.4. Task and allocate team resources

1.2. Communications and Reporting

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

1.2.2. Conduct review meetings with the City at the end of each design phase

1.2.3. Prepare invoices monthly in the format requested by the City.

1.2.4. Prepare and submit monthly progress reports detailing work performed, project status and upcoming milestones.

1.2.5. Prepare and submit baseline Project Schedule initially, and Project Schedule updates monthly

1.2.6. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design. Upon request, the Engineer will provide a list of all contacted utility representatives to the City, which includes names, phone numbers, email addresses, physical address, etc.

1.2.6.1. Trinity River Authority
1.2.6.2. Private Franchise Utility Companies

1.2.7. It is not anticipated that City will need to coordinate with Trinity River Authority for replacement/reconstruction of existing TRA manhole at termination point of proposed project.

2. Conduct Surveying and Base Mapping – the Engineer shall perform a field survey and obtain the following survey data and apply them in the development of the construction plans:The Engineer will establish base line control, locate and tie existing above ground utility appurtenances, structures, trees, curbs, pavements, fences, and other improvements to the base line.The Engineer will attempt to determine the elevations of existing water and wastewater mains.

2.1. The Engineer will identify existing manhole diameters, inverts, and RIM elevations within the project area.

2.2. The Engineer will locate existing franchise utilities based on the existing records to help determine utility conflicts.

2.3. The Engineer will locate and establish control from the City's existing benchmarks (at least two benchmarks for each location, if possible).

~~2.4. Subsurface Utility Engineering (SUE) to Quality Level D, C, as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.~~

~~2.5. Quality Level D~~

~~2.5.1. Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.~~

~~2.5.2. Collect applicable records (e.g., utility owner base maps, "as built" or record~~

~~drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.~~

~~2.5.3. Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.~~

~~2.5.4. Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.~~

~~2.6. Quality Level C (includes tasks as described for Quality Level D)~~

~~2.6.1. Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.~~

~~2.6.2. Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.~~

~~2.6.3. Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.~~

~~2.6.4. The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.~~

~~2.6.5. Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.~~

~~2.6.6. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.~~

~~2.6.7. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.~~

~~2.6.8. Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.~~

~~2.7. Level B (includes tasks as described for Quality Level C)~~

~~2.7.1. Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.~~

~~2.7.2. Based on an interpretation of data, mark the indications of utilities on the ground~~

~~surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.~~

~~2.7.3. Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.~~

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

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

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

~~2.8. Level A~~

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

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

~~2.8.3. Provide utility size and configuration.~~

~~2.8.4. Provide paving thickness and type, where applicable.~~

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

3. Conduct Preliminary Investigation/Prepare 30% Conceptual Design

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

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

3.2.1. Existing survey data

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

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

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

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

3.2.6. Water Distribution System Study Update, July 1984.

3.3. The Engineer shall, after a thorough review of all available data from the City of Duncanville, other applicable agencies, interviews with Public Works personnel, and in accordance with the requirements stated herein, formulate, analyze, present alternatives and make reasonable and appropriate recommendations on all design elements.

3.4. The Engineer will develop conceptual plans (30%) consisting of the following:

3.4.1. Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits.

3.4.2. Conceptual plan and profile sheets showing gabion wall extents with preliminary cross section sheets.

3.4.3. Existing adjacent water/wastewater mains, franchise utilities, and storm lines.

~~3.4.4. Conceptual Opinion of Probable Construction Cost~~

4. Prepare the Designs ~~and Specifications~~ (60% Preliminary and 90% Pre-Final):

4.1. The Engineer will prepare construction drawings ~~and technical specifications~~ required for the project, in accordance with the applicable City, state, and federal regulations, requirements, and guidelines. The preliminary and pre-final design plans shall consist of the following:

4.1.1. Prepare updated cover, index, general notes and other necessary information sheets.

4.1.2. Prepare updated project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.

4.1.3. Prepare updated gabion basket bank protection plan, profiles, cross sections, and details.

4.1.4. Prepare gabion basket wall structural support details.

4.1.5. Prepare erosion control plan sheets.

4.2. The Engineer will submit three (3) copies each of the 60%, and 90% Plans on full-size plan sheets and PDF format for review and comment by the City. Revise plans based on the City's comments and respond to each comment not incorporated in revised plans.

4.3. The Engineer will provide Digital Drawing Registration and Survey Control.

4.3.1. Digital drawing file data shall be in U.S. Survey Feet for distances, and degrees, minutes, and seconds for bearings and angles.

4.3.2. Northing, Easting, and Elevation State Plane Grid Coordinates shall be provided in a format that may be incorporated into the City's ESRI ArcGIS system. The Project Manager will provide more information concerning formats and expectations on request.

4.3.3. The data provided shall be referenced to the NAD 83 Texas State Plane Coordinate System, North Central Zone

4.3.4. The accuracy will be at a minimum 3 cm (horizontal).

4.4. The Engineer will provide all CADD files related to the design.

4.4.1. All reference files and cell libraries used to create the design sheets shall be included. If proprietary files for fonts, lines styles, aerial photographs, or other such attachments are included, legal and binding permanent licenses for the use of such files shall be included.

4.4.2. Detail sheets, special appurtenances, and other such design details will be supplied as outlined above. Any proprietary or copyrighted details shall include a release from the copyright holder allowing the City of Duncanville to make an unlimited number of copies of the submitted special details.

4.5. The Engineer shall produce all design drawings in the latest version of Computer Aided Design and Drafting system (CADD) by AutoDesk, as determined by the Project Manager. All design drawings shall be created electronically. In addition, the Engineer shall submit all electronic data in the form and format listed herein. Submit all original CADD Drawings to Project Manager, including any special appurtenance and detail sheets, with the following stipulations:

4.5.1. All submitted CADD Drawings shall be done in ink (CADD Plotter) on 20# High Bright bond paper.

4.5.2. All design and plan drawings shall be produced in an electronic file format created by a CADD system completely compatible with Autodesk.

4.5.3. Each final design sheet must be in its own computer file in a format completely compatible with Civil 3D. The latest version of final design sheet will incorporate the computer file extension ".dwg" as the last characters in the file's name. No reference files, no special or proprietary cell libraries, no special or proprietary font files, and no special or proprietary line styles, shall be attached.

4.5.4. Additionally, each individual design sheet shall be provided in the latest version in the Public Domain of the "Portable Document Format (PDF)" type file.

4.5.5. Should the Engineer desire to supply electronic files in some other format or created by some other program, prior approval from the City shall be required.

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

4.7. The Engineer will submit scanned images, photographs, reports, analysis, and all other project data to the City in file formats compatible with software and computers owned by the City of Duncanville. All such specification documents shall be furnished on Compact Discs or other agreed upon media as approved by the City.

~~5. Prepare Contract Documents~~

~~5.1. The Engineer will prepare Bid Specification documents including Special Provisions. Special Provisions are only those specifications not specifically included in the City of Duncanville Public Works' Special Provisions or NCTCOG Public Works Construction Standards.~~

~~5.2. The Engineer will prepare Engineer's Estimate of Probable Costs at every milestone submittal and Bid Item tabulations after the bidding of the project. This shall be provided to the Project Manager in Excel format.~~

~~5.3. After completion of the design, if requested by the Project Manager, the Engineer will be required to attend a "Project Partnering Session" wherein the Engineer will be expected to provide a one to three hour presentation of the various Project Segments – the design considerations, reasons for any unusual designs, discussions of any expected construction difficulties, etc. In attendance at this meeting will be the selected Prime Contractor, key Sub-Contractors, Public Works personnel, and other interested parties. This meeting will take place at a time and place to be determined, but will usually happen from one to two months, but as many as 12 months, after the Prime Contractor has been selected through the bid process. This meeting will generally require 3 to 4 hours of participation by the Engineer's design personnel.~~

~~5.4. The Engineer will deliver one set of sealed Mylar design drawings and special specifications to the City.~~

~~5.5. The Engineer will furnish files of the scanned images of the final sealed drawings and specifications with the construction records posting on a CD to the City.~~

~~5.6. The Engineer will provide Project Manager with digital set of final drawings for permanent posting in approved format.~~

~~6. Bid Support~~

~~6.1. The engineer shall submit all plans and contract documents for City to post publicly for bidding.~~

~~6.1.1. Final plans and Contract documents shall be uploaded in a .pdf file.~~

~~6.1.2. A Unit Price Proposal will be prepared for bidders to input itemized bids.~~

~~6.2. The engineer may sell contract documents and maintain a plan holders list at office~~

~~location if approved by City project manager.~~

~~6.3. The engineer will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. The log shall be housed and maintained in the project's folder titled Request for Information. The engineer will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda. The engineer shall submit all approved addenda to the City to share with all plan holders.~~

~~6.4. Attend the prebid conference in support of the City.~~

~~6.5. Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.~~

~~6.6. When substitution prior to award of contracts is allowed in the contract documents, the engineer will advise the City as to the acceptability of alternate materials and equipment proposed by bidders.~~

~~6.7. Attend the bid opening in support of the City.~~

~~6.8. Tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation will be submitted to the City for record.~~

~~6.9. Incorporate all addenda into the contract documents and issue conformed sets.~~

7. Provide Construction Support (Assumed 9 months)

   7.1. Engineer will attend the preconstruction meeting to discuss project construction elements and answer questions regarding construction aspects.

   7.2. Engineer will review shop drawing and material specifications provided by the Contractor for compliance (up to 2 submittal package reviews).

   7.3. Engineer will coordinate with the assigned project inspector or construction manager and assist with RFI's during construction (up to 5 total RFI's).

   7.4. Engineer will prepare change orders and field changes as required during construction. It is assumed City will prepare change order and field changes documentation with Engineering assisting and reviewing.

   7.5. Engineer will attend the project site when necessary with the assigned project inspector or construction manager and assist with RFI's during construction (up to 1 site visit).

   7.6. Engineer will attend the "Final" project walk through and assist with preparation of final punch list, if requested by the City.

8. Provide Geotechnical Report

8.1. An engineering report will be prepared to present the results of the field and laboratory data together with analyses of the results and recommendations. A prior report for Site 1 will be utilized for this project and a report for Site 2 will be created. Site 3 will not require a geotechnical report. The report will address:

8.1.1. General soil and ground-water conditions

8.1.2. Comments on general soil and rock excavatability

8.1.3. Recommendations for gabion wall design and structural tiebacks.

8.1.4. Comments on the presence of sulfates and remedial measures as required

8.1.5. Earthwork and utility backfill recommendations

B. Deliverables

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

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

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

3. Construction Drawings and Specifications.

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

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

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

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

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

3.3.3. Identify and specify pipe materials based on the City design criteria and soil types.

3.3.4. Provide up to three (3) sets of final plans, as directed by the City.

4. Geotechnical Report. The engineer will submit the geotechnical report in electronic format (.pdf) and can submit a hard copy upon request by the City project manager.

5. Separate Instrument Plat and Legal. The engineer will prepare up to one (1) right of way or separate instrument documents in accordance with City of Duncanville requirements. These easements will be signed and sealed by a Registered Professional Land Surveyor licensed in the State of Texas and will be submitted to the City for approval and processing. In the event additional easements are needed, Dunaway shall prepare, at the City's direction, for the cost of $2,500 per easement document.

6. Final Record Drawings. The engineer will provide final record drawings based on the construction contractors "red-line" drawings. Suspense is 30 days after completion of construction work.

6.1. The record drawings shall be submitted electronically and contain digital drawing files in the AutoCAD formats (.DWG). A compressed and self-extracting file type (.ZIP) of these is acceptable.

6.1.1. These submittals must follow the specifications listed above.

6.1.2. All digital drawing files must be "stand-alone" without the necessity of attaching Reference or X-Ref files or modifying levels and layers.

6.2. As-built maps of the project shall be submitted in a GIS ready format, specifically, a shape file or a personal geodatabase, readable by current City GIS software, ESRI ArcGIS 10.5 or newer release. These submissions shall include the layers and data attribute fields outlined in City's GIS.

6.2.1. The City will provide existing data contained in the City's GIS at the request of the Engineer. The City makes no claim as to the accuracy of the data provided. It will be the Engineers' responsibility to verify the actual locations of the features.

6.2.2. The City will provide template shape files and/or personal geodatabase for the Engineer to use for their submittals.

6.2.3. Additional layer descriptions and information are acceptable and encouraged as long as the minimum requirements are met.

6.2.4. The Engineer shall coordinate with the City and the City's Construction Contractor to collect and submit as-built information at the completion of each project location. Collected data will include obtaining GIS survey of the as-built City asset for each completed construction location. Submittal will include as-built Mylar record drawings and as-built CADD files for each location built compatible with the City's current GIS system.

6.2.5. The CD-R shall also contain a copy of the transmittal letter accompanying the submittal in Microsoft Word for Windows& software, current release, or other compatible text file format. MS "Word" is the preferred document software.

Part 3: Supporting Information

A. Place of Performance: City of Duncanville (See attached maps for exact locations).

B. Period of Performance: Ninety (90) Calendar Days, to include the period from Notice to Proceed to Start of Construction. Record Drawings will be provided to the City 30 Calendar days after construction has been completed and red lines have been received by the Engineer.

C. General Requirements

1. Media Submittals

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

1.2. Each CD-R shall have written in permanent ink on the label side the name of the consultant company submitting the plans, the contract number, project name, date, location description, the correct drawing number, and data type contained, (i.e., CADD or GIS). Original, unmodified CD-Rs will be submitted to the City and ultimately filed with the GIS Coordinator.

1.3. Should the Engineer desire to furnish any of the required submittals in another type of media, the Engineer shall seek the approval of the City.

2. Legal, Regulatory and Permit Requirements.

2.1. The Engineer will identify and coordinate designs and recommendations of this project to meet legal and regulatory parameters, constraints, codes and applicable requirements set forth by all governing agencies, including, but not limited to, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), Army Corps of Engineers (ACOE), State of Texas, Texas Highway Department of Transportation (TXDOT), Texas Commission on Environmental Quality (TCEQ), City of Duncanville, and Dallas County.

2.2. The Engineer will identify and provide documentation for any permits that may be required by any Public Agency, property owner, or entity that may require a permit,

access easement, license or other such documents. Supply necessary reports, studies, and drawings to the agencies or entities as required. Any required permits, rights of entry, or approvals shall be obtained at least 60 days prior to when the construction work is scheduled for advertisement. Permit fees will be paid by the City of Duncanville, unless directed otherwise by the Project Manager. If these permits have not been identified and included during initial scoping of the project and are discovered to be needed during design, they will be added by contract amendment.

3. Meetings. The Engineer will attend up to four (4) virtual meetings with the City, including a project kickoff meeting and three (3) design review meetings as prescribed by the City for information transfer, gaining input, project status updates, site visits, and product reviews. Engineer will attend one (1) Project Partnering Meeting, one (1) Pre-Construction Meeting and make up to three (3) site visits during construction. The Engineer will brief Public Works Administration and City Executives, as required. Excluding site visits, and city council meetings, it is assumed other meetings will be virtual

4. Coordination. The design and construction of the proposed project(s) shall be coordinated with the City Staff and other pertinent Engineers to the City as necessary. Coordination shall include, but not be limited to, making allowances for other construction and maintenance activities within the City's water distribution and wastewater collection system, ongoing and proposed plans as identified by the Public Works or other Departments including private development, and other construction or planning activities that may come up from time to time.

5. Rights of Way. Designs shall be compatible with the final alignments, grades, and known requirements of facilities occupying public Rights-of-Ways. If modifications to public Rights-or- Ways are deemed necessary, the Engineer shall provide plans, specifications, field notes, etc., as may be required to obtain such Rights-of-Ways.

6. Work Review by City. The Engineer shall prepare all necessary plans, specifications, reports, technical memorandums, status papers, etc., that may be required for this project, and submit to the City for review. After each item has been reviewed by the City, the Engineer shall make all necessary corrections and re-submit to the City for Final Review.

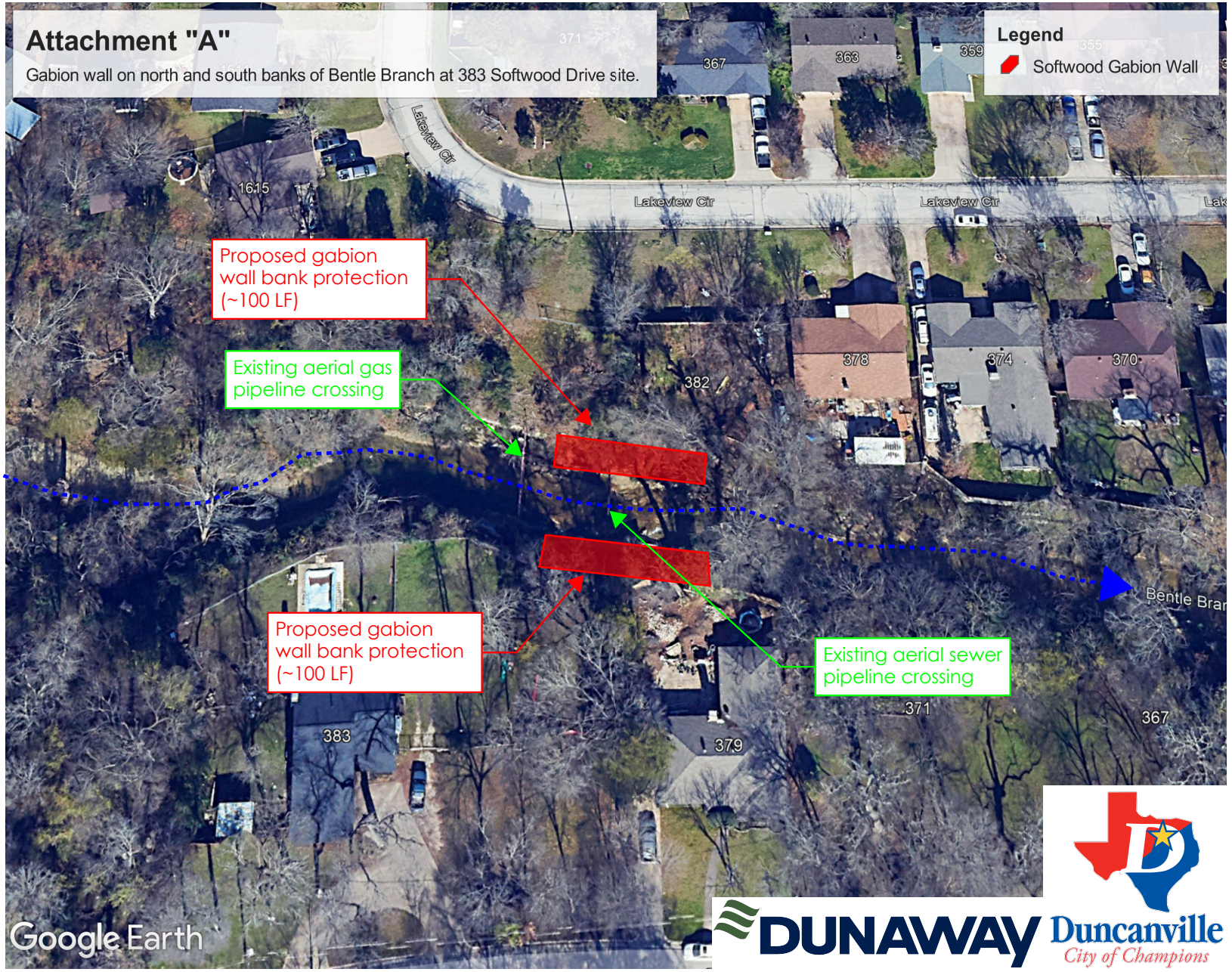
7. Sustainability. The Engineer shall evaluate sustainable practices applicable to water and wastewater replacement construction projects. The evaluation shall include energy conservation, waste reduction, resource conservation, and water saving strategies and measures. Applicable sustainable efforts shall be included and incorporated into specifications and designs, as directed by City.

8. Fixed Assets. Provide the required information for City's fixed asset system as required.

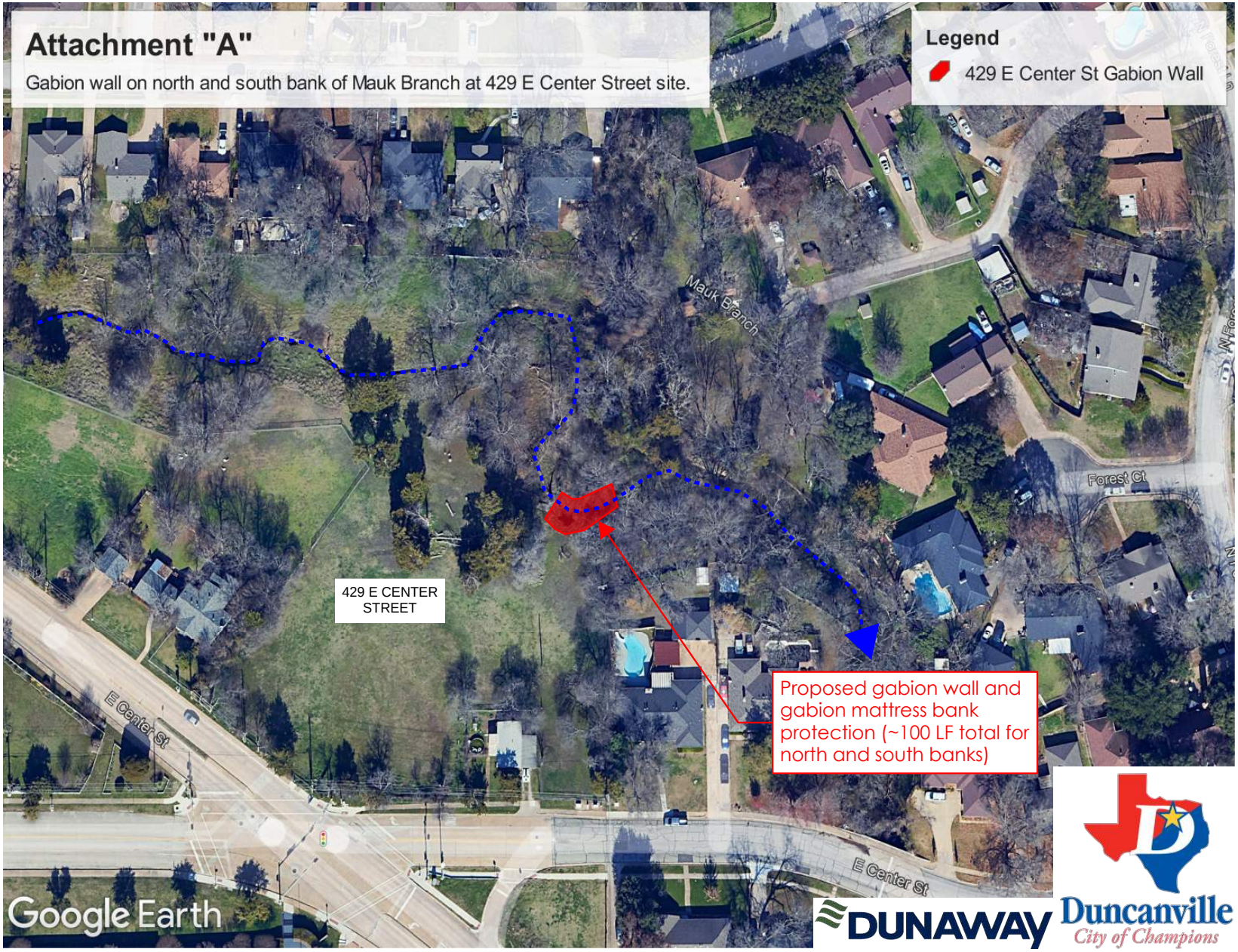
9. The City Points of Contact for this project are:

   9.1. Primary Project Manager: Matt Bryant, Director of Public Works, 972-780- 5018, matt.bryant@duncanvilletx.gov

10. The Engineer Points of Contact for this project are:
    10.1. Primary Project Manager: Quinten Plumer, PE, Discipline Lead | Associate Principal, 817-258-5134, qplumer@dunaway.com


Attachment "A"
Gabion wall on north and south banks of Bentle Branch at 383 Softwood Drive site.
Legend
Softwood Gabion Wall
Proposed gabion wall bank protection (~100 LF)
Existing aerial gas pipeline crossing
Proposed gabion wall bank protection (~100 LF)
Existing aerial sewer pipeline crossing
Lakeview Cir
1615
367
363
359
355
378
374
370
382
383
379
371
Bentle Bran
Google Earth
DUNAWAY
Duncanville
City of Champions


Attachment "A"
Gabion wall on south bank of Mauk Branch at 718 E HWY 67 site.
Legend
E HWY 67 Gabion Wall
Proposed gabion wall bank protection (~100 LF)
Cookson's Transmission City
Pappadeaux Seafood Kitchen
Canvas Products
Electric Supply
Coomee Air
Avis Car Rental
VFW Post 7843
Mauk Branch
E Hwy 67
S G Alexander Fwy
Hwy 67
S Cockrell Hill Rd
Google Earth
DUNAWAY
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Attachment "A"
Gabion wall on north and south bank of Mauk Branch at 429 E Center Street site.
Legend
429 E Center St Gabion Wall
Mauk Branch
Forest Ct
429 E CENTER STREET
E Center St
E Center St
Proposed gabion wall and gabion mattress bank protection (~100 LF total for north and south banks)
Google Earth
DUNAWAY
Duncanville
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STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein, dated as of March 28, 2025 (the "Effective Date"), is made and entered into by and between Dunaway Associates, LLC and Client.

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

2025 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	$99.00 - $165.00
Information Systems	$114.00 - $125.00
Marketing/Business Development	$99.00 - $285.00
Financial	$133.00 - $297.00
Civil Technician	$122.00 - $141.00
Civil Designer	$137.00 - $160.00
Graduate Engineer	$145.00 - $168.00
Project Engineer	$163.00 - $226.00
Technical Engineer	$227.00 - $314.00
Survey Technical Director	$285.00 - $314.00
Project Surveyor	$175.00 - $193.00
Survey Chief of Parties	$147.00 - $204.00
Survey Party Chief	$145.00 - $184.00
Survey Technician	$99.00 - $152.00
Survey Field Assistant	$78.00 - $95.00
GIS	$112.00 - $127.00
Planner	$119.00 - $252.00
Planning Analyst	$120.00 - $132.00
Landscape Designer	$123.00 - $151.00
Landscape Architect	$126.00 - $260.00
Environmental Scientist	$135.00 - $149.00
Intern	$78.00 - $86.00
Construction Inspector	$160.00 - $185.00
Right of Way Agent	$166.00 - $183.00
Subsurface Utility Engineering Tech	$95.00 - $141.00
Discipline Lead	$165.00 - $260.00
Engagement Manager	$249.00 - $354.00
Line of Business Manager/Executive	$213.00 - $354.00
Regional Manager/Executive	$322.00 - $354.00
Expert Witness	$400.00 - $500.00
Managing Partner	$415.00 - $457.00
Chairman/President	$475.00 - $550.00

II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied, or any legal theory of recovery of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed fifty percent (50%) of the total compensation received by Dunaway Associates, LLC under this Agreement.

III. **Standard of Care.** Dunaway Associates, LLC shall perform the Services for which Dunaway Associates, LLC is expressly hired under the Task Order with the professional skill and care ordinarily provided by competent professional services practicing in the same or similar locality and under the same or similar circumstances and professional license. Dunaway Associates, LLC shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Dunaway Associates, LLC makes no warranty, express or implied, as to its professional services rendered under this agreement.

IV. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, indirect, special, punitive, or similar damages, whether arising in contract, warranty, tort (including negligence), strict liability, or if incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use, profit, business, reputation, or financing.

V. **Dunaway as Subconsultant Under Prime Contract.** In the event, Dunaway Associates, LLC is serving as a subconsultant to Client, and the Client is contracted under a "Prime Contract" to another third party or contemplates being contracted through a Prime Contract to a third party; Dunaway Associates, LLC must have ability to review and request edits if applicable to the Prime Contract in advance of the execution of the Prime Contract. Client agrees to coordinate with Dunaway Associates, LLC regarding proposed revisions to the Prime Contract and to endeavor to obtain all reasonable revisions necessary to the Prime Contract. In the event, Client executes or otherwise agrees to the terms incorporated in a Prime Contract prior to Dunaway Associates, LLC review of Prime Contract, Dunaway Associates, LLC nevertheless reserves the right to propose revisions to Prime Contract acceptable to Dunaway Associates, LLC and third party. In the event Client is not willing to allow Dunaway to propose revisions to Prime Agreement, then Client will contract with Dunaway Associates, LLC, under a separate Subconsultant Agreement. Under no circumstances shall Dunaway Associates, LLC be bound by a Prime Contract negotiated by Client that Dunaway Associates, LLC finds objectionable, and Dunaway Associates, LLC shall have the right to terminate this agreement with full compensation for the percent complete of the instruments of service performed at the notice of termination.

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

VII. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance, subject to the limitation of liability herein. The Client and Dunaway Associates, LLC

STANDARD TERMS & CONDITIONS

each shall require similar waivers from their contractors, subconsultants, and agents.

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

IX. Cancellation.

A. It is understood that this Agreement may be cancelled by either party giving 30 days written notice to the other party.

B. The Client may cancel this Agreement if Dunaway Associates, LLC breaches or defaults on its obligation under this Agreement, provided the Client has given written notice detailing the breach and Dunaway Associates, LLC has failed to cure, commence to cure, or provide a plan to cure such breach or default within 30 days of receipt by Dunaway Associates, LLC of the initial written notice from the Client.

C. Payment to Dunaway Associates, LLC in the event of cancellation under this Section shall include payment for all Services rendered and performed up to date of the notice of cancelation plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants entered prior to Dunaway Associates, LLC's receipt of the notice of cancellation. Client's payment shall be due based on the method of computation in Section I.

X. Payment.

A. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in good faith dispute within 30 days of date of invoice.

B. If payment is not received within 90 days from the invoice date, the Client may incur interest on the overdue amount at a rate of 18% annually (1.5% per month), or the maximum rate allowed by law, whichever is lower. Also, Dunaway Associates, LLC shall be entitled to contact the project owner to request and discuss payment on the overdue amount.

C. If payment is not received within 120 days from the invoice date, a demand letter and a stop work notice may be issued.

D. Upon execution of the Agreement, Dunaway Associates, LLC shall provide Client with written payment instructions and all necessary forms required by Client to effectuate payments to Dunaway Associates, LLC (the "Payment Information"). Dunaway Associates, LLC shall submit the initial Payment Information to Client by phone, email, certified mail or hand delivery only. If Client receives a request to change such Payment Information, Client agrees that it will not modify or make a change to this Payment Information without oral confirmation and written or verbal confirmation, from Dunaway Associates, LLC's Controller. Client shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Client makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Dunaway Associates, LLC as required under the terms of this Agreement.

XI. Cessation of Services. If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 120 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall hold harmless, defend and indemnify Dunaway Associates, LLC** from and against any claims for damages, injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC for all Services performed up to the date of cessation of services, plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants and the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

XII. Suspension of Services and Additional Services.

A. In the event that any professional services contract is paused for more than six months after execution, Dunaway reserves the right to assess a remobilization fee of up to five percent of the total contract fee. Additionally, Dunaway has the right to update the contract's billing rates to the current billing rate schedule for any contract executed nine months after the original proposal date. If the scope of services requires additional services due to the pause or new information impacting the project during the pause and it is not attributable to Dunaway, the Client acknowledges that additional services may be applicable, resulting in additional fees charged by Dunaway.

B. In the event that the Client requests in writing that Dunaway Associates, LLC provide services in addition to the Services authorized under this Agreement and proposal, Dunaway Associates, LLC shall, subject to

STANDARD TERMS & CONDITIONS

acceptance by Dunaway Associates, LLC, provide such additional services as may be authorized in writing by the Client. Dunaway Associates, LLC shall be compensated by the Client for the additional services in accordance with the rates in Section I hereto; provided that Dunaway Associates, LLC shall have the right to modify its rates on an annual basis by providing written notice of the rate changes to the Client, and Section I shall be modified to reflect the new rates for any additional services.

C. Dunaway Associates, LLC shall be reasonably compensated, in accordance with the rates in Section I, for additional services resulting from substantive changes to the design documents not reflective of precedent design approvals, Client-directed substantive modifications to the construction budget or schedule, or from the actions of other third parties beyond the direct control of Dunaway Associates, LLC.

XIII. Dispute Resolution.

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

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

C. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth herein, shall be decided by litigation in Court of competent jurisdiction in a venue where the project is located. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK, SERVICES, OR THE PROJECT, AND THE PARTIES HEREBY AGREE TO A BENCH TRIAL.

XIV. Surveying Regulations. Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723. Dunaway Associates, LLC Survey Firm Registration #10098100

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

A. Expenses included in 2% Project Administration and Expenses Fee: local mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.

B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.

C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at their option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the gross amount of such contracts.

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

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

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

XVIII. Lenders' Requirements. Dunaway Associates LLC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of Dunaway Associates LLC, increase Dunaway Associates, LLC contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement. Dunaway Associates LLC does recognize that Lender Requirements are often a normal course of business for the Owner and Dunaway Associates LLC, will work diligently with the Owner and Lender to reach mutually acceptable language. The Owner is cautioned that the appropriate time to reach mutually acceptable language should be anticipated, and any Lender Requirements should be presented in advance to Dunaway Associates LLC, to resolve prior to deadlines related to this matter.

XIX. Betterment. If, due to Dunaway Associates LLC's negligence, a required item or component of the Project is omitted from Dunaway Associates LLC's construction documents, Dunaway Associates LLC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Dunaway Associates LLC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

DUNAWAY

STANDARD TERMS & CONDITIONS

XX. Miscellaneous.

A. Intellectual Property.

a. "Background IP" means the property and the legal right therein of either of both Parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, proprietary information, confidential information, data, technical data, software, specifications, plans, drawings, designs, models, prints, art, ideas, concepts, methods, methodology, and other materials, work and any information embodying proprietary data such as technical data and computer software. Both Parties agree to provide the Background IP necessary to complete the objectives of the Project. Both Parties shall retain all rights to their respective Background IP provided for this purpose. Neither party shall assume any rights in the other's party's Background IP provided for this project other than the right to use said Background IP to achieve the objectives of this Project.

b. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) ("Work Product") prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable. Dunaway Associates, LLC's Work Product is (i) not intended or represented to be suitable for use on the Project unless completed and signed by Dunaway Associates, LLC, (ii) not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by Dunaway Associates, LLC, (iii) not intended for any such use, reuse or modification without Dunaway Associates, LLC's involvement and will be at Client's and others sole risk and without liability or legal exposure to Dunaway Associates, LLC. In addition to the foregoing, Client shall indemnify, defend, and hold harmless Dunaway Associates, LLC from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of Dunaway Associates, LLC's Work Product.

B. Taxes.

a. The fee for the applicable services provided under this Agreement are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this Agreement, all applicable taxes, that may be imposed by any governmental authority on the services provided. Please see below for a list of the taxable services. Such taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway Associates, LLC with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities.

b. Taxable Services:

i. ALTA/NSPS Land Survey Title
ii. As-built Survey
iii. Boundary Survey
iv. Conveyance Plat
v. Easement Exhibits/ Metes & Bounds Description
vi. Easement Vacation
vii. FEMA Elevation Certificate
viii. Final Plat
ix. Form Board Survey
x. Foundation Survey
xi. Land Title Survey
xii. Re-Plat
xiii. Right-of-Way Staking
xiv. Right-of-Way Vacation
xv. Surveyed Site Plan
xvi. Utility Easement
xvii. Any boundary related service typically needed if property is being divided, sold, improved, or for new construction in which the document will be signed and stamped by an RPLS

c. Non-Taxable Services:

i. Construction Staking/Re-staking
ii. Easement Research
iii. Operations Site Plans
iv. Preliminary Plats
v. Subsurface Utility Engineering
vi. Topographic Survey
vii. Tree Survey

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

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

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

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

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

H. Force Majeure. Dunaway Associates, LLC shall have no liability for any failure or delay in the Services or any

STANDARD TERMS & CONDITIONS

part thereof resulting from force majeure, which shall mean all conditions beyond the reasonable control of Dunaway Associates, LLC which prevent or hinder the carrying out of its obligations hereunder, including but not limited to acts of God or the public enemy, acts of the government of the United States or the individual states, actions or inactions of review authorities, acts of any foreign country, strikes, work stoppages, cyber-attacks, stop work orders issued by governmental authorities, change in law or mandates, lock-outs, disturbances, disorders, riots, civil commotion, malicious damage, war conditions, hostilities, terrorism, blockades, embargoes, boycotts, sabotage, plagues, epidemics, pandemics, public health crisis, earthquakes, landslides, floods, fires, storms, tempests, torrents, named weather event, named storm, and/or conditions caused by the Client or Client's representatives, including suspension in whole or in part of any Project, failure of the Client to provide necessary information in a timely manner or acts of other consultants or contractors of Client. If any of the Services or work are affected by an event resulting from force majeure, Dunaway Associates, LLC shall be entitled to an equitable adjustment in time, cost, and fee to complete the Services or work.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Consider Resolution 2025-477 authorizing the repeal of Economic Development Grants and Incentives awarded to the Diamond Suite Art and Event Studio, LDG SRV Holding, LLC, Plaza Villareal, LLC, and 1703 Main Realty, and City Council Resolutions identified as 2023-101, 2023-100, 2023-168, and 2024-214.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
After review of outstanding DCEDC grants and incentives previously awarded, Economic Development staff identified five awards that had passed their project deadlines, as outlined in the DCEDC grant and incentives application requirements. Grant repeal letters were sent via certified mail to each grant applicant and owner, if separate entities.

Out of the five awards, one owner/applicant, Dolani Investments, LLC, requested an extension for project completion. A second owner/ applicant, Plaza Villareal, LLC, met with staff to share project updates and plans to submit a new DCEDC grant and incentive application in the future. The three remaining owners did not submit responses to the Economic Development office.

Four awards total need to be repealed to release unreimbursed funds set aside in the current and last fiscal year's budgets, for an award total of $438,067.00. Individual award amounts are included in an attached document.

POLICY EXPLANATION:
The Economic Development Grants and Incentives awarded to the Diamond Suite Art and Event Studio, LDG SRV Holding, LLC, Plaza Villareal, LLC, and 1703 Main Realty were repealed by the DCEDC on April 28, 2025.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Authorize the repeal of Economic Development Grants and Incentives previously approved by the DCEDC and Duncanville City Council Resolution No. 2023-101, Resolution No. 2023-100, Resolution No. 2023-168, and Resolution No. 2024-214.
2. Do not authorize the repeal of Economic Development Grants and Incentives previously approved by the DCEDC and Duncanville City Council by way of Resolution No. 2023-101, Resolution No. 2023-100, Resolution No. 2023-168, and Resolution No. 2024-214.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-477 - DCEDC Incentive Grant Repeals
Grant Repeal Totals
Grant Repeal Letter - Diamond Suite Art and Event Studio
Grant Repeal Letter - LDG SRV
Grant Repeal Letter - Plaza Villareal
Grant Repeal Letter - 1703 Main Realty

RESOLUTION NO. 2025-477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE REPEAL OF ECONOMIC DEVELOPMENT GRANTS AND INCENTIVES AWARDED TO THE DIAMOND SUITE ART AND EVENT STUDIO, LDG SRV HOLDING, LLC (LUCENT DENTAL), PLAZA VILLAREAL, LLC, AND 1703 MAIN REALTY AND CITY COUNCIL RESOLUTIONS IDENTIFIED AS 2023-101, 2023-100, 2023-168, and 2024-214; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) previously approved Economic Development Grants and Incentives with The Diamond Suite Art and Event Studio, LDG SRV Holding, LLC, Plaza Villareal, LLC, and 1703 Main Realty ("Grant Applicants"); and,

WHEREAS, the City Council of the City of Duncanville, approved the Grants and Incentives by way of Resolution No. 2023-101, Resolution No. 2023-100, Resolution No. 2023-168, and Resolution No. 2024-214; and,

WHEREAS, the Grant Applicants failed to complete the projects outlined in the DCEDC grants and incentives applications approved by the DCEDC in the time specified therein, including time to cure after given proper notice; and,

WHEREAS, the Duncanville Community and Economic Development Corporation ("DCEDC") Board of Directors has found and determined that repealing the Grants and Incentives for the Grant Applicants listed herein will further the public interest and allow the DCEDC to better serve the economic development interests of the City of Duncanville; and,

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves Resolution 2025-477 authorizing the repeal of Economic Development Grants and Incentives previously approved by the DCEDC as well as Duncanville City Council Resolution No. 2023-101, Resolution No. 2023-100, Resolution No. 2023-168, and Resolution No. 2024-214.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

PREVIOUSLY AWARDED DCEDC GRANTS & INCENTIVES

BUSINESS NAME	AMOUNT	COUNCIL RESOLUTION#	AWARDED DATE	FY 2024 PAID	FY 2025 PAID	AWARD BALANCE REMAINING	EXPIRATION DATES	NOTES:
LDG Srv Holding, LLC (Lucent Dental)	$ 31,000.00	2023-100	9/19/2023			$ 31,000.00	3/19/2024	GRANT REPEAL IN PROCESS
The Diamond Suite Art and Event Studio	$ 10,000.00	2023-101	11/21/2023			$ 10,000.00	5/21/2024	GRANT REPEAL IN PROCESS
Plaza Villareal, LLC	$ 187,567.00	2023-168	11/21/2023			$ 187,567.00	5/21/2024	GRANT REPEAL IN PROCESS
1703 Main Realty	$ 209,500.00	2024-214	2/20/2024			$ 209,500.00	8/20/2024	GRANT REPEAL IN PROCESS
TOTALS	**$ 438,067.00**					**$ 438,067.00**		

City of Duncanville
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116
(p) 972-780-5000
(e) eco@duncanvilletx.gov

February 18, 2025

The Diamond Suite Art and Event Studio
Jessica Figaro
320 E Camp Wisdom Road
Duncanville, TX 75116

RE: Grant Update

Dear Managing Partner,

I am writing to follow up on the signage and landscaping grants awarded to The Diamond Suite Art and Event Studio, which were approved on November 21, 2023. As stated in the Economic Development Incentives & Grant Application requirements, all projects must be completed within six months, and disbursements of grant funds within one year.

I understand that unforeseen circumstances can arise, and I genuinely value your business's crucial role in supporting economic growth in our community. I kindly request an update on the status of your project and the associated grants. Additionally, if the project is no longer moving forward, please advise as we would like to make note in our records.

To streamline this process, I ask that you provide your update within **15 days**. Please submit your response to me by **March 5, 2025**. If I do not hear from you within this period, I would need to present a repeal of the grant offer to the Duncanville Community and Economic Development Corporation (DCEDC) board of directors at the March board meeting.

Thank you for your attention to this matter. I am here to assist you in any way possible. If you have any questions or need support, please do not hesitate to contact me at 972-707-3871 or marcela.perez@duncanvilletx.gov.

Thank you for your understanding and cooperation. I look forward to hearing from you soon.

Warm regards,

Marcela Perez, MPA
Economic Development Coordinator

City of Duncanville
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116
(p) 972-780-5000
(e) eco@duncanvilletx.gov

February 18, 2025

LDG SRV Holding, LLC
Lucent Dental Group
607 North Cedar Ridge Road
Duncanville, TX 75116

RE: Grant Update

Dear Managing Partner,

I am writing to follow up on the pavement grant awarded to LDG SRV Holding, LLC, which was approved on September 19, 2023. As stated in the Economic Development Incentives & Grant Application requirements, all projects must be completed within six months, and disbursements of grant funds within one year.

I understand that unforeseen circumstances can arise, and I genuinely value your business's crucial role in supporting economic growth in our community. I kindly request an update on the status of your project and the associated grant. Additionally, if the project is no longer moving forward, we would like to make note in our records.

To streamline this process, I ask that you provide your update within **15 days**. Please submit your response to me by **March 5, 2025**. If I do not hear from you within this period, I would need to present a repeal of the grant offer to the Duncanville Community and Economic Development Corporation (DCEDC) board of directors at the March board meeting.

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Thank you for your understanding and cooperation. I look forward to hearing from you soon.

Warm regards,

Marcela Perez, MPA
Economic Development Coordinator

City of Duncanville
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116
(p) 972-780-5000
(e) eco@duncanvilletx.gov

February 18, 2025

Plaza Villareal LLC
Jose & Olga Villa
704 N Main Street
Duncanville, TX 75116

RE: Grant Update

Dear Managing Partner,

I am writing to follow up on the fire sprinkler, landscaping, and paving grants awarded to Plaza Villareal, LLC, which were approved on November 21, 2023. As stated in the Economic Development Incentives & Grant Application requirements, all projects must be completed within six months.

I understand that unforeseen circumstances can arise, and I genuinely value your business's crucial role in supporting economic growth in our community. I kindly request an update on the status of your project and the associated grants. Additionally, if the project is no longer moving forward, please advise, as we would like to make note in our records.

To streamline this process, I ask that you provide your update within **15 days**. Please submit your response to me by **March 5, 2025**. If I do not hear from you within this period, I would need to present a repeal of the grant offer to the Duncanville Community and Economic Development Corporation (DCEDC) board of directors at the March board meeting.

Thank you for your attention to this matter. I am here to assist you in any way possible. If you have any questions or need support, please do not hesitate to contact me at 972-707-3871 or marcela.perez@duncanvilletx.gov.

Thank you for your understanding and cooperation. I look forward to hearing from you soon.

Warm regards,

Marcela Perez, MPA
Economic Development Coordinator

City of Duncanville
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116
(p) 972-780-5000
(e) eco@duncanvilletx.gov

February 18, 2025

AMA Food Store
Ali Assi
1703 S. Main Street
Duncanville, TX 75137

RE: Grant Update

Dear Managing Partner,

I am writing to follow up on the landscaping, paving, and infrastructure grants awarded to 1703 Main Realty, LLC, which were approved on February 20, 2024. As stated in the Economic Development Incentives & Grant Application requirements, all projects must be completed within six months.

I understand that unforeseen circumstances can arise, and I genuinely value your business's crucial role in supporting economic growth in our community. I kindly request an update on the status of your project and the associated grants. Additionally, if the project is no longer moving forward, please advise, as we would like to make note in our records.

To streamline this process, I ask that you provide your update within **15 days**. Please submit your response to me by **March 5, 2025**. If I do not hear from you within this period, I would need to present a repeal of the grant offer to the Duncanville Community and Economic Development Corporation (DCEDC) board of directors at the March board meeting.

Thank you for your attention to this matter. I am here to assist you in any way possible. If you have any questions or need support, please do not hesitate to contact me at 972-707-3871 or marcela.perez@duncanvilletx.gov.

Thank you for your understanding and cooperation. I look forward to hearing from you soon.

Warm regards,

Marcela Perez, MPA
Economic Development Coordinator

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Consider Resolution 2025-479 approving DCEDC expenditure of $10,000.00 for a sponsorship for the Duncanville Sister City Program.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
In 1998, the Duncanville City Council passed a resolution supporting a sister city relationship with Monasterolo di Savigliano, located in Northwest Italy. On March 21, 2017 the City Council created the Duncanville Sister City Commission to oversee the 27-year-old relationship. In 2024, the City of Duncanville joined Sister Cities International to further the partnership.

This October 2025, the Duncanville Sister City Program will host approximately 30 delegates from Italy for 10 days. The goal of the trip is to promote Duncanville globally through international education, cultural exchange, and commerce. The sponsorship request of $10,000.00 is to help offset the cost of the charter bus rentals.

POLICY EXPLANATION:
The sponsorship request by the Sister City Program was approved by the DCEDC on April 28, 2025, for an award totaling $10,000. City Council approval of this DCEDC expenditure is requested.

FUNDING SOURCE:

ORG and Object Number
12011000 (Economic Development Admin) - 700445 (Marketing)

Available Budget	Purchase Amount	After Encumber
$96,320.80	$10,000.00	$86,320.80

ACTION ALTERNATIVES:

1. Approve the DCEDC expenditure for the sponsorship award.
2. Do not approve the DCEDC expenditure for the sponsorship award.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-479 - DCEDC expenditure of $10,000.00 for Duncanville Sister City Program sponsorship

RESOLUTION NO. 2025-479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) EXPENDITURE OF $10,000.00 FOR A SPONSORSHIP FOR THE DUNCANVILLE SISTER CITY PROGRAM; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Community & Economic Development Corporation (DCEDC) Board of Directors has found and determined that the sponsorship will further the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives; and

WHEREAS, In 1998, the Duncanville City Council passed a resolution supporting a sister city relationship with Monasterolo di Savigliano, located in Northwest Italy; and

WHEREAS, In 2024, the City of Duncanville joined Sister Cities International to further the partnership; and

WHEREAS, This October 2025, the Duncanville Sister City Program will host approximately 30 delegates from Italy for 10 days, with a goal to promote Duncanville globally through international education, cultural exchange, and commerce.

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

SECTION 1. The City Council of the City of Duncanville, Texas approves Resolution 2025-479 authorizing a DCEDC expenditure of $10,000.00 for a sponsorship for the Duncanville Sister City Program.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Consider Resolution 2025-478 approving a DCEDC expenditure for payment to STAR Transit for the FY 2025 balance of $56,750.00 to provide public transportation services to the citizens of Duncanville.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
The Economic Development Department requests approval for payment to STAR Transit in the amount of $56,750.00, covering the outstanding balance for public transportation services provided to the citizens of Duncanville, Texas, from October 1, 2024, through September 30, 2025. A new City Council resolution is required to create a new purchase order to issue payment.

The DCEDC is currently responsible for the funding commitment of public transportation services provided as part of the renewable STAR Transit Interlocal Cooperative Agreement between STAR Transit and the City of Duncanville.

POLICY EXPLANATION:
Payment for the outstanding balance due to STAR Transit for FY 2025 was approved by the DCEDC on April 28, 2025, in an amount of $56,750.00. Final approval is required by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	**Purchase Amount**	**After Encumber**
$594,069.00	$56,750.00	$537,319.00

ACTION ALTERNATIVES:

1. Approve the DCEDC expenditure for payment in the amount of $56,750.00 to STAR Transit.
2. Do not approve the DCEDC expenditure for payment in the amount of $56,750.00 to STAR Transit.
3. Other actions as directed by Council.

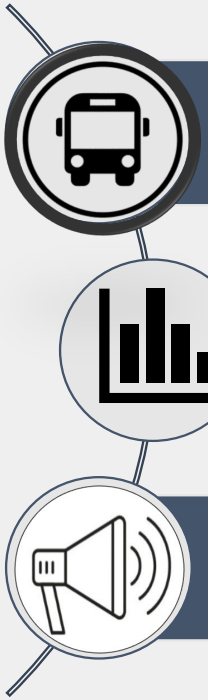
ATTACHMENTS:

Duncanville_EDCTransitUpdate_4 28 25 (002)
Duncanville Ridership Report_YTD thru Mar 2025
City of Duncanville FY 25 SERVICES
Resolution No. - 2025-478 - STAR Transit Payment of $56,750.00 for FY25


STAR TRANSIT
Transit Update:
FY25 Duncanville

Agenda

STAR TRANSIT



Review current services

Review ridership data

Review marketing strategies

STAR Transit Basics

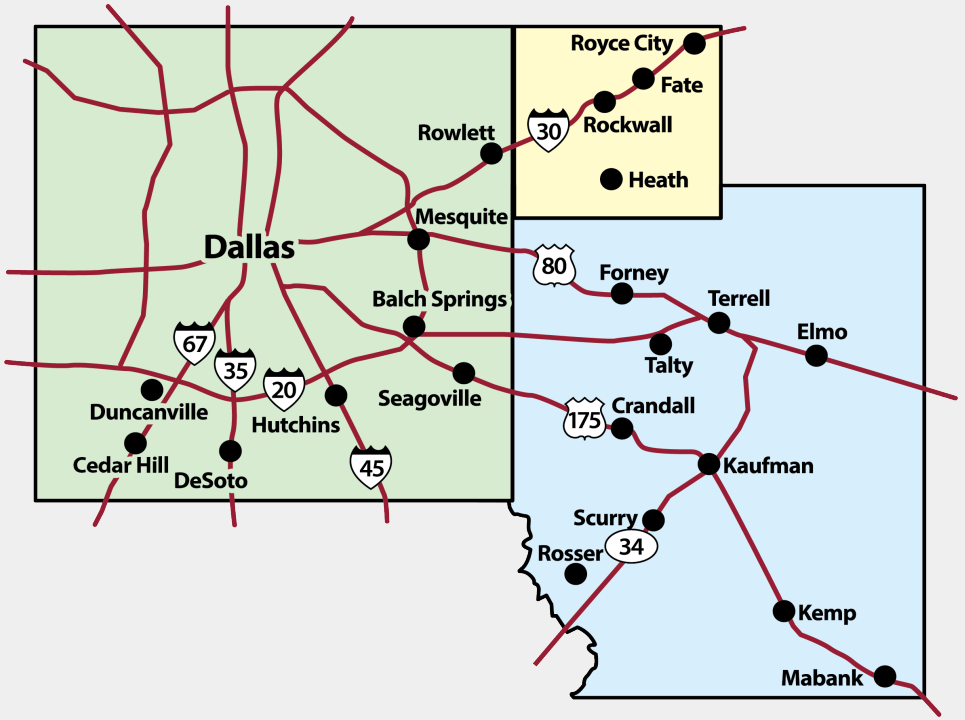
STAR TRANSIT

- **Providing public transportation for over 45 years** and our mission is to provide people with safe, affordable, convenient and desirable mobility options to enrich quality of life by connecting all to services and opportunities.
- We are a political sub-division of the state of Texas providing over **215,000 rides** per year with a **staff of 100** and a **fleet of 55+ vehicles**.
- Based in **Kaufman County** operating as a Rural Transit District.
- 4th largest transit agency in greater North Texas, with **no dedicated sales tax**.

STAR Transit Service Area

- Kaufman County
- Rockwall County
- Seagoville
- Balch Springs
- Mesquite
- DeSoto
- Cedar Hill
- Duncanville

- Ellis County (Title IIIB)




STAR TRANSIT
Current Services

Current Services: Demand Response

STAR TRANSIT

Client Calls
877-631-5278

Ride
Scheduled

Bus Sent

Pre-Booked Rides in our Service Area:

Booked at least one business day; up to two weeks in advance.

Scheduling Agents are available:

Monday – Friday, 8:00 am – 4:00 pm

Buses operate:

Monday – Friday, 6:00 am – 6:00 pm

Current Services: Demand Response

STAR TRANSIT

- Launched service on July 17, 2023.
- **For:**
  - Anyone needing transportation.
  - 13 and above can ride unaccompanied.
- **Destinations:**
  - Anywhere within the city and surrounding service area.
  - Outside service area for medical appointments.
- **Fares:**
  - Based on direct travel distance from origin to destination.
  - Fares range from $1.00 - $12.00 for those 13 - 59.
  - Discounted fares for qualified 60+, Veterans and Disabled Riders.
  - Children 12 and under ride free with a paid fare.

*Contracted for one vehicle per day.

Current Services: Demand Response

STAR TRANSIT

Client Advocate Program

- Available to clients who need assistance going to medical appointments or shopping trips.
- Unique to STAR Transit.
- Offer travel training sessions.
- No additional cost to our funding partners or rider.



Current Services: STARNow

STAR TRANSIT

- Launched service on July 17, 2023.
- Customer request ride via STARNow App or by calling 877-631-5278; Goal is to arrive within 15-20 minutes.
  - Same day advanced scheduling options available.
- Operates Mon–Fri, 6 am – 6 pm.

STARnow

- Fare structure:
  - Rides within travel zone = $2.00 (13 – 59)
  - Qualified 60+, Veterans, Disabled Riders = $1.00
  - Children 12 and under = free with a paid fare.
  - Ability to use Promo Codes for free fares.

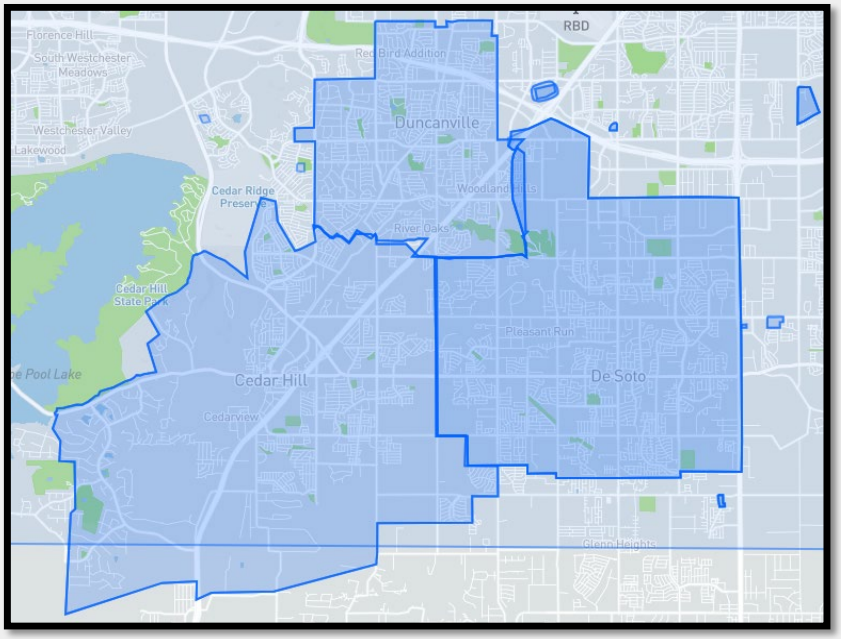
Uber

- Integrated UberX Share to increase availability and decrease wait times.

*Contracted for one vehicle per day.

Current Services: STARNow

STAR TRANSIT



Additional Destinations

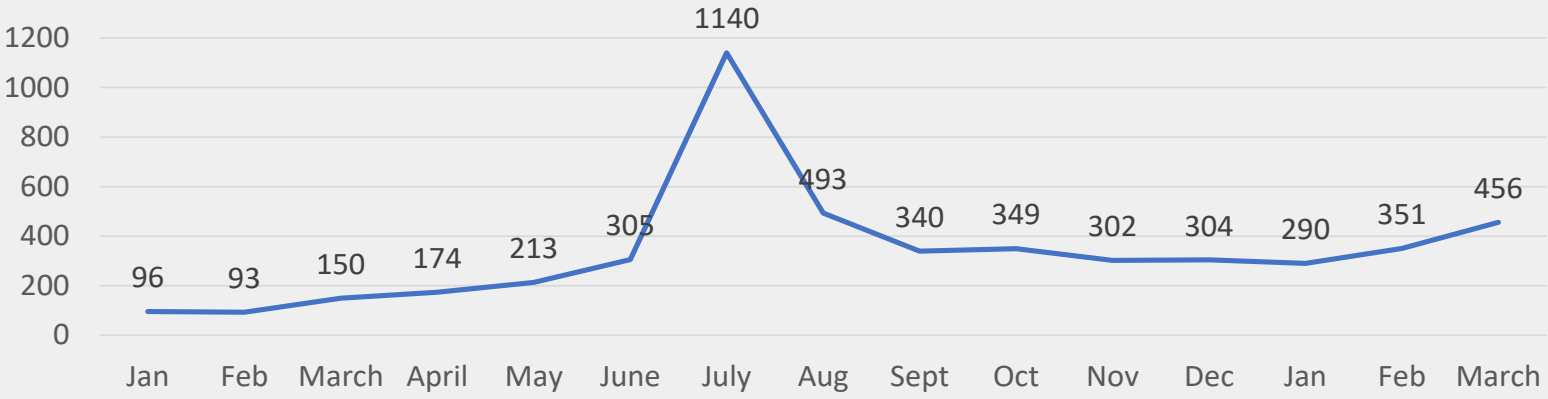
Social Security Office
DART Red Bird Transit Center
DART UNT Station
Redbird Health Complex
Glenn Heights Park & Ride
Cedar Hill
DeSoto

STARNow

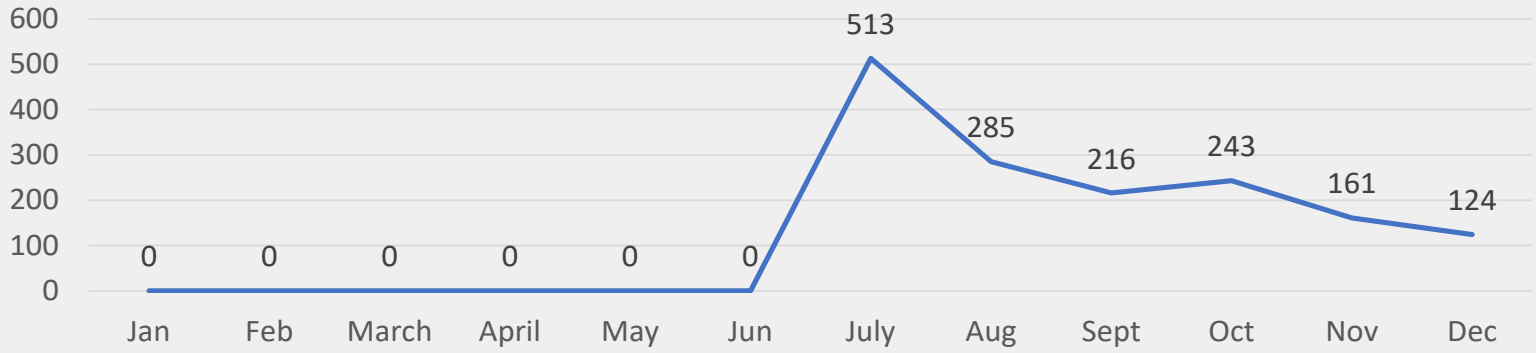
Ridership Stats

STAR TRANSIT

Monthly Trips – 2024-2025



Monthly Trips - 2023

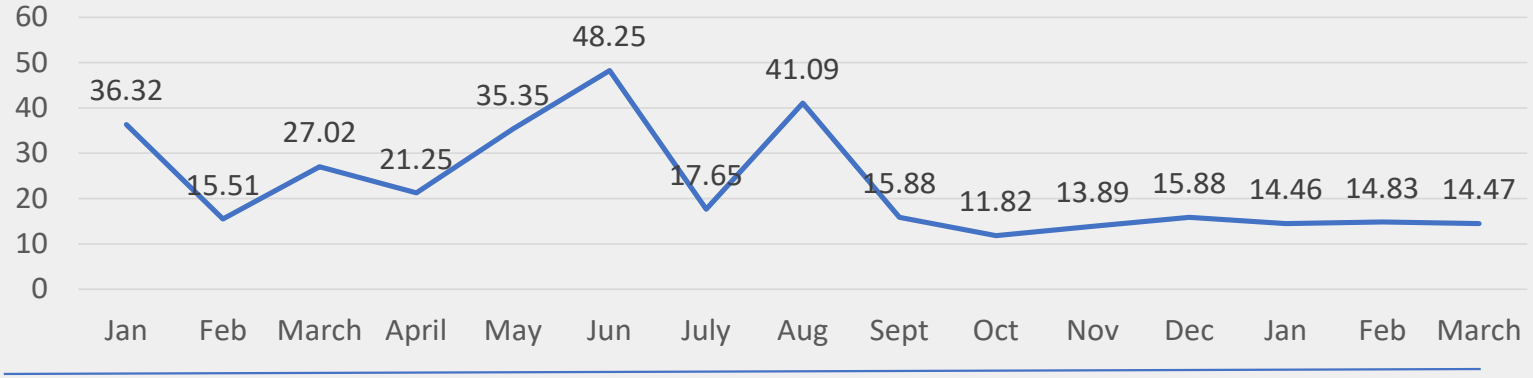


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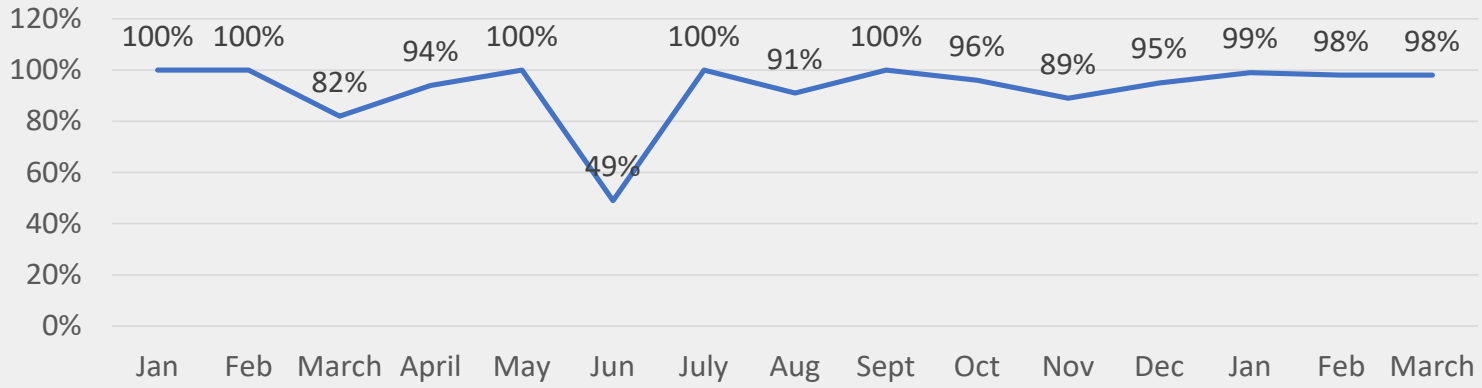
Ridership Stats

STAR TRANSIT

Average Wait Times: 2024-2025



Elderly & Disabled Percentage: 2024-2025



Ridership Stats

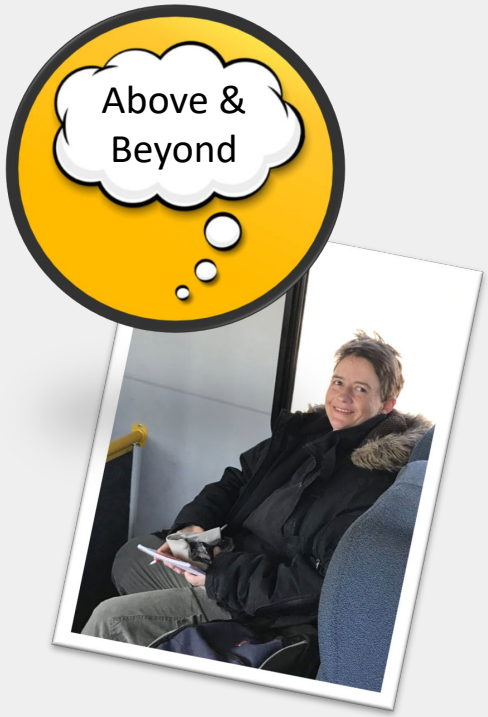
STAR TRANSIT

88% On-Time Performance

95% Out of 325 Reviews
95% Positive

402 Unique Riders

82% App Bookings




STAR TRANSIT
Marketing Strategies

Marketing Strategies

STAR TRANSIT

- Chamber of Commerce Member
- Direct Mail & Digital Campaign
- Targeted Facebook/Instagram post(s)
- Press Release (Pre/Post Launch, Free Rides to Vote, Rider Appreciation Week)
- Community Outreach (Senior Center, School District, Churches, Community Groups)
- On-going opportunities - Sponsor city/chamber events
  - Hispanic Heritage Festival (Parade)
  - Red, White and BBQ Event
  - Montell Williams Military Makeover
  - Holiday Lights in the Park (Parade)
  - Bloomfest Shuttle
- Billboard
- Southwest NOW Magazine Ad
- Site visits
- Email Campaign



Marketing Strategies

Social Media



5 DAYS until we launch transit service in Duncanville. Ride FREE July 17 - Aug 17. More Information: https://bit.ly/DuncanvilleLaunch



The excitement is building… 4 DAYS until we launch public transportation in Duncanville. Service begins Mon., 7/17. Ride FREE July 17 - Aug 17. More Information: https://bit.ly/DuncanvilleLaunch



It's getting closer... 3 DAYS until we launch in Duncanville. Service begins Mon., 7/17. Ride FREE July 17 - Aug 17. More Information: https://bit.ly/DuncanvilleLaunch



Only 2 MORE DAYS until we launch public transportation in Duncanville. Service begins Mon., 7/17. Ride FREE July 17 - Aug 17. More Information: https://bit.ly/DuncanvilleLaunch



TOMORROW IS THE DAY!!! Public transportation launches in Duncanville at 6 am. Call 877-631-5278 or Download App, Book Ride, Go! Rides based on vehicle availability. More Information: https://bit.ly/DuncanvilleLaunch

Marketing Strategies

STAR TRANSIT

Chamber Ribbon Cutting/Launch Event



It's official... we now serve Duncanville! Thank you to the Duncanville Chamber of Commerce, city and EDC staff for hosting this kick off event. Service operates Mon - Fri, 6 am - 6 pm. Ride FREE until August 17. More Information https://bit.ly/DuncanvilleLaunch

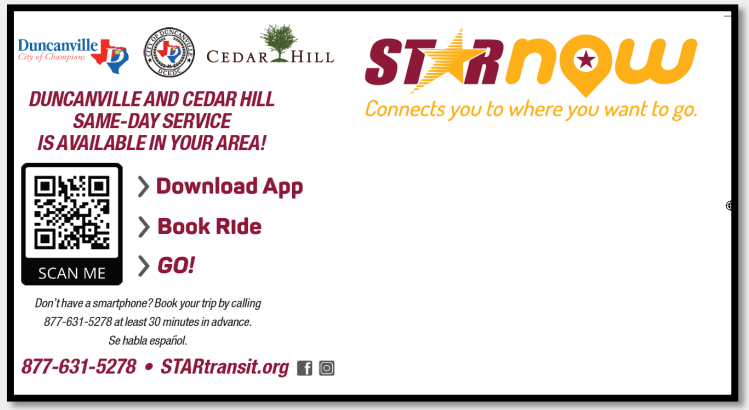
Marketing Strategies

STAR TRANSIT

Direct Mail & Digital Campaign

- Launched September 2023
- Targeted 60+, veterans and disabled residents from Cedar Hill and Duncanville.
- Mailed 4,937 postcards





Marketing Strategies

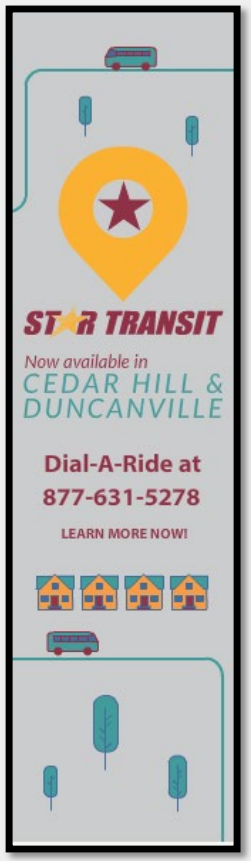
STAR TRANSIT

Direct Mail & Digital Campaign

- 1800 visitors to the website who can be tied back to this campaign.







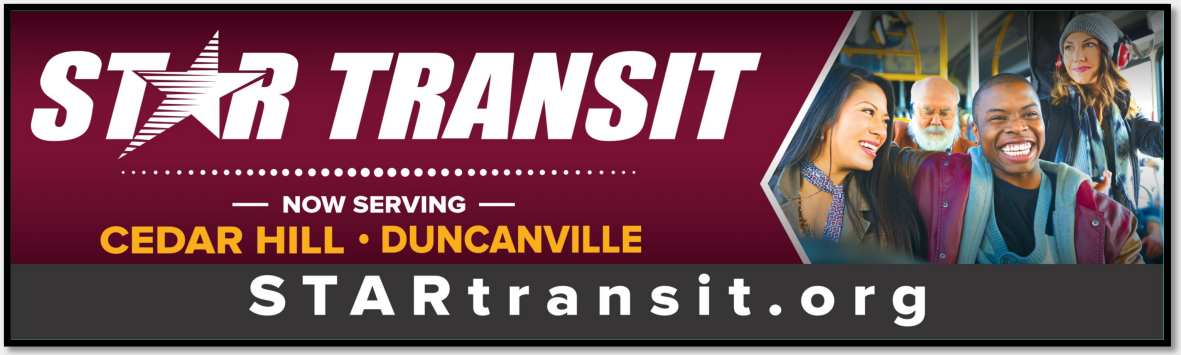
STAR TRANSIT

Print & Billboard Campaign



Southwest NOW magazine is direct mailed to **44,000 residential and business addresses** free of charge in Cedar Hill, DeSoto and Duncanville. (July/August)

Hwy 67 ES, .1 mile S/O I-20 (May)



Marketing Strategies

STAR TRANSIT

Email Campaign – 1st Quarter 2025

- The email campaign aimed to promote STAR Transit's service offerings in Duncanville, targeting single-car households with multiple adult residents.
- 14,159 emails were successfully delivered with a 10.98% open rate for the campaign.
- Over 30 new riders added in March.

Subject: Safe, Convenient, and Affordable Transit in Duncanville

Did you know Duncanville has public transit? Starting at just $2 per ride, you can easily travel to work or the doctor, visit friends, get groceries, and so much more. STAR Transit connects you to where you want to go. Scheduling a ride is quick and easy: Call 877-631-5278 Book same day on the STARNow app – Available on the Apple App Store or Google Play.

STAR Transit proudly serves veterans, older adults, individuals with disabilities, and anyone looking for safe, convenient, and affordable transportation.

Service Hours: Monday – Friday, 6 AM – 6 PM (Wait times vary based on availability.) Also available in: DeSoto and Cedar Hill.

Learn more at www.STARtransit.org.

We look forward to getting you where you want to go!




STAR TRANSIT
Questions or Comments

STAR TRANSIT
Thank You!

STAR TRANSIT
Phone: 877-631-5278 | **Fax:** 972-563-0048 | **Website:** STARtransit.org
PO Box 703 | Terrell | TX 75160

DATE: April 4, 2025

TO: City of Duncanville

FROM: Teresa Elliott; Project Manager

RE: **March 2025 Ridership Report**

Demand Response	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	62	85	87	87	90	87	107						**605**
Days of Service	20	23	19	20	19	19	21						**141**
Avg. Daily Trips	3	4	5	4	5	5	5						**4**
Elderly & Disabled Trips	62	82	77	83	89	85	105						**583**
E & D Percentage	100%	96%	89%	95%	99%	98%	98%						**96%**

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	278	264	215	217	200	271	349						**1,794**
Days of Service	20	23	19	20	21	19	21						**143**
Avg. Daily Trips	14	11	11	11	10	14	17						**13**
Median Wait Time (mins)	15.88	11.82	13.89	15.88	14.76	14.83	14.47						**14.50**

Total Requested Boardings: 435
Completed Boardings: 349
Avg. Boardings Per Service Hr.: 1.38
Boarding Cancellations: 84
Boarding Cancellations (No-Show): 16
Cancellation Percentage: 19.4 %
Cancellation Percentage (No Show): 3.7 %

Total Requests: 410
Completed Requests: 333
No Drivers Available Requests: 2
Request Cancellations: 75
Request Cancellations (No Show): 14
Avg. # of Requests per Rider: 4.92
Avg. Travel Duration: 14.12 min
Avg. Travel Distance: 5.49 mi

Mean Wait Time: 19.53 min
Median Wait Time: 14.47 min
Bookings from Admin Panel: 30.66 %
Bookings from Rider Mobile App: 69.34 %
Bookings from Rider Web: 0 %
Flag Down Bookings: 0 %
Bookings from IVR: 0 %
Bookings from AI Voice: 0 %

Bookings from AI Chat: 0 %
Bookings from Open Bookings: 0 %
Avg. # Riders per Request: 1.05

STAR TRANSIT
P.O. Box 703 • Terrell, TX 75160
Phone: 877-631-5278 • Fax 972-563-0048 • www.STARTransit.org

Date: 10/1/2024

Invoice #: 6243

FY 25 SERVICES - OCTOBER 2024 - SEPTEMBER 2025	$56,750.00

AMOUNT DUE: **$56,750.00**

Thank you for your continued support!

Make checks payable to:
STAR Transit
Attention: Business Office
P.O. Box 703
Terrell, TX 75160

Billed To:

City of Duncanville
Accounts Payable
203 E. Wheatland Rd.
Duncanville, TX 75116

RESOLUTION NO. 2025-478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, HEREBY AUTHORIZING A DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) EXPENDITURE FOR PAYMENT TO STAR TRANSIT FOR PUBLIC TRANSPORTATION SERVICES PROVIDED TO THE CITIZENS OF DUNCANVILLE, TEXAS, FROM OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, IN THE AMOUNT OF $56,750.00 FOR FY 2025; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is contracted with STAR Transit to provide for the operation and management of public transportation services as specified in the Interlocal Cooperative Agreement; and

WHEREAS, STAR Transit its officers and supervisory employees are trained and experienced in the operation and management of public transportation; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve payment of the outstanding balance due to STAR Transit in the amount of $56,750.00 FOR FY 2025.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves Resolution 2025-478 authorizing a DCEDC expenditure for payment to STAR Transit for public transportation services provided to the citizens of Duncanville, Texas, from October 1, 2024, through September 30, 2025, in the amount of $56,750.00 FOR FY 2025.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Consider approving Resolution 2025-476 designating _____ and _____ as Mr. and Ms. Juneteenth representing Duncanville at the 2025 Best Southwest event.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The City of DeSoto will host the annual Best Southwest Juneteenth Celebration on Saturday, June 14, 2025. In keeping with recent tradition, each participating city is invited to designate a Mr. and Ms. Juneteenth to be formally recognized during the event. The City Council will discuss their selections for the Duncanville honorees at the May 20, 2025 Briefing Session and those names will be inserted into Resolution 2025-476.

POLICY EXPLANATION:
There are no policies related to this item.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve Resolution 2025-476 with the designated names inserted for the 2025 Duncanville Mr. and Ms. Juneteenth to be recognized at the Best Southwest Juneteenth event on June 14, 2025.

2. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-476 - Mr and Ms Juneteenth 2025 - Pdf

RESOLUTION NO. 2025-476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, DESIGNATING _____ AND _____ AS MR. AND MS. JUNETEENTH TO REPRESENT DUNCANVILLE AT THE 2025 BEST SOUTHWEST JUNETEENTH EVENT ON JUNE 14, 2025; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Best Southwest cities host an annual Juneteenth event that rotates amongst the four cities; and

WHEREAS, the City of DeSoto will host the 2025 Best Southwest Juneteenth event on Saturday, June 14; and

WHEREAS, each city has been requested to designate a Mr. and Ms. Juneteenth to represent their city at the event.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby selects _____ and _____ as Mr. and Ms. Juneteenth to represent Duncanville at the 2025 Best Southwest Juneteenth event on June 14, 2025.

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 20th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Consider an ordinance amending the FY 2024–2025 Adopted Budget to authorize a 5% increase in base salary and applicable benefits for employees in the Police and Fire Departments. The change includes an adjustment to the Step 1 base pay of both departments and reflects a mid-year response to retention challenges.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager
Matthew Stogner, Police Chief
Chris Connealy, Fire Chief

BACKGROUND/HISTORY:
The City of Duncanville has consistently prioritized public safety as a core service. However, in recent years, competition among neighboring jurisdictions for qualified police officers and firefighters has intensified, with many cities offering significantly higher starting wages and aggressive recruitment packages. This has contributed to difficulties in both retaining experienced personnel and attracting new hires.

The current compensation plan for civil service employees in Police and Fire, last adopted as part of the FY 2025 budget, does not fully reflect these regional shifts. As a result, the City is at risk of losing well-trained public safety professionals to competing cities offering more competitive base pay. A recently completed compensation study by the nearby City of Glenn Heights highlighted the problem through data showing the City of Duncanville's starting pay for police and fire (firefighter paramedic) at $68,340 was below the market average of $72,451/$75,357.

POLICY EXPLANATION:

The proposed ordinance provides a 5% increase in base compensation for all civil service positions within the Police and Fire Departments, effective June 1, 2025. This includes a formal adjustment to the **Step 1 base pay**, increasing it from **$68,340** to **$71,757**, and adjusts all subsequent steps proportionally.

Financial Impact:

- **FY 2025 Mid-Year Cost (June 1 – September 30, 2025):** $325,140 (salary and benefits)
- **Annualized Impact (full fiscal year):** $975,420 (2 cents per $100 of assessed value if annualized)
  (if this was a standalone item, would equate to an increase on a $275,000 home of about $55 annually per homeowner)
  (will be incorporated into future proposed budgets as part of budget process, not as a stand alone item)

- **Funding Source:** Covered by departmental budget adjustments; **no new taxes** are required for the current fiscal year.
- **Future budgets:** Future budgets will need to account for the fiscal impact of the increased pay, and propose to Council accordingly.

FUNDING SOURCE:

ORG and Object Number
Several budget lines

Available Budget	Purchase Amount	After Encumber
325140	325140	$0.00

ACTION ALTERNATIVES:

1. Approve Ordinance No.2539 increasing the compensation of police and fire employees by 5%.
2. Do not approve Ordinance No.2539.
3. Other actions as directed by Council.

ATTACHMENTS:
Ordinance No. - 2539 - PDFDsalaryadjustment
Survey Detail - Police and Fire

ORDINANCE NO. 2539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FISCAL YEAR 2024 – 2025 BUDGET TO PROVIDE FOR A FIVE PERCENT (5%) INCREASE IN BASE COMPENSATION FOR EMPLOYEES OF THE POLICE AND FIRE DEPARTMENTS EFFECTIVE JUNE 1, 2025; AMENDING THE CIVIL SERVICE POSITION PAY PLAN; AUTHORIZING NECESSARY BUDGET ADJUSTMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, recognizes the urgent need to maintain a competitive pay structure for its civil service personnel, particularly in the Police and Fire Departments; and

WHEREAS, the City has experienced increasing difficulty in retaining and recruiting qualified police officers and firefighters due to significantly higher starting salaries being offered by neighboring jurisdictions; and

WHEREAS, a review of a recently completed compensation study by the City of Glenn Heights identified the starting pay for police officers and fire fighters was significantly higher than the City of Duncanville's starting pay of $68,340, identifying the eleven cities surveyed of the region identified the average entry salary was $72,451 resulting in the City of Duncanville's starting pay being the lowest or near lowest of the eleven cities surveyed as further detailed:

- Cedar Hill PD starting pay $75,500
- Cedar Hill FD starting pay $73,727
- DeSoto PD starting pay $76,500
- DeSoto FD starting pay $74,460
- Lancaster PD starting pay $73,969

WHEREAS, the City Council finds that the immediate adjustment of compensation is necessary to promote public safety and ensure continuity of essential services; and

WHEREAS, the total projected cost of this mid-year compensation increase for the remaining four (4) months of Fiscal Year 2025 is $325,140, which includes salary and applicable benefit expenses; and

WHEREAS, the annualized impact of this compensation adjustment is estimated to be $975,420; and

WHEREAS, no increase in the tax rate is necessary to support this mid-year adjustment, and funds will be reallocated through departmental budget modifications to absorb the cost within the existing FY 2024–2025 budget;

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

SECTION 1. Effective June 1, 2025, all base salaries for employees in the Police Department and Fire Department shall be increased by five percent (5%).

SECTION 2. Effective June 1, 2025, Step 1 pay for all civil service classifications in the Police and Fire Departments shall be increased by five percent (5%). Specifically:

- The base pay for a Step 1 PD-P4 Police Officer shall increase from $68,340 to$71,757.
- The base pay for a Step 1 FD-F6 Firefighter shall increase from $68,340 to $71,757.
- All subsequent steps shall be adjusted accordingly to maintain existing grade differentials.

SECTION 3. The FY 2024–2025 budget is hereby amended to include a total expenditure increase of $325,140, which shall be covered through internal departmental adjustments and will not require an increase in property tax or any other revenues.

SECTION 4. If any provision of this ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

SECTION 5. This ordinance shall take effect immediately upon passage and the compensation changes shall be implemented effective June 1, 2025.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of May 2025.

APPROVED:

ATTEST:

_____

Greg Contreras, Mayor

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

City of Glenn Heights
2024 Salary Survey Worksheets - Police and Fire

Glenn Heights Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Deputy Police Chief			$90,000	$128,318
Deputy Chief = 148056-163233	Police Assistant Chief	Grand Prairie	$186,008	$195,308
	Assistant Chief	DeSoto	$157,057	$164,909
	Assistant Chief	Cedar Hill	$160,250	$160,250
	Assistant Chief	Waxahachie	$147,323	$165,718
	Assistant Police Chief	Mansfield	$151,761	$159,349
	Police Assistant Chief	Red Oak	$155,222	$155,222
	Assistant Chief	Lancaster	$142,962	$160,796
	Asst Police Chief	Duncanville	$141,695	$146,613
	Assistant Police Chief	Midlothian	$127,192	$160,950
	Assistant Police Chief	Rowlett	$110,740	$166,110
	Police Deputy Chief	Forney	$113,897	$162,217
		Balch Springs		
		Average Entry / Top	$144,919	$163,404
		Variance Entry / Top	-37.90%	-21.47%
Lieutenant			$83,500	$119,051
	Lieutenant	Waxahachie	$129,722	$140,308
	Police Lieutenant	Grand Prairie	$128,290	$141,440
	Lieutenant	DeSoto	$129,211	$135,671
	Police Lieutenant	Lancaster	$120,831	$135,749
	Police Lieutenant	Rowlett	$116,544	$128,218
	Police Lieutenant	Cedar Hill	$115,544	$127,046
	Police Lieutenant	Mansfield	$113,246	$124,854
	Police Lieutenant	Forney	$111,088	$124,959
	Police Lieutenant	Red Oak	$112,384	$121,555
	Police Lieutenant	Duncanville	$108,662	$118,738
		Balch Springs		
	No Match	Midlothian		
		Average Entry / Top	$118,552	$129,854
		Variance Entry / Top	-29.57%	-8.32%

City of Glenn Heights
2024 Salary Survey Worksheets - Police and Fire

Glenn Heights Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Sergeant			$70,261	$89,005
	Sergeant	DeSoto	$117,198	$123,058
	Sergeant	Waxahachie	$113,136	$123,545
	Police Sergeant	Grand Prairie	$111,186	$122,576
	Police Sergeant	Cedar Hill	$106,015	$112,178
	Police Sergeant	Lancaster	$102,366	$114,885
	Police Sergeant	Rowlett	$102,821	$112,068
	Police Sergeant	Midlothian	$97,531	$109,720
	Police Sergeant	Mansfield	$97,826	$107,854
	Police Sergeant	Forney	$98,757	$106,816
	Police Sergeant	Red Oak	$92,157	$103,664
	Police Sergeant	Duncanville	$92,000	$103,487
		Balch Springs		
		Average Entry / Top	$102,818	$112,714
		Variance Entry / Top	-31.66%	-21.03%
Police Officer II			$55,390	$70,166
Corporal 97531-102927		Cedar Hill		
		Lancaster		
		Balch Springs		
Corporal 98402-110564		DeSoto		
		Duncanville		
		Forney		
		Grand Prairie		
		Mansfield		
Police Corporal 87319-98259		Midlothian		
		Red Oak		
		Rowlett		
Corporal 99620-107749		Waxahachie		
		Average Entry / Top		
		Variance Entry / Top		

City of Glenn Heights
2024 Salary Survey Worksheets - Police and Fire

Glenn Heights Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Police Officer			$52,075	$65,967
	Police Oficer	Grand Prairie	$79,480	$106,603
	Police Officer/Sr Police Officer	Cedar Hill	$75,500	$94,690
	Police Officer	Waxahachie	$74,982	$94,876
	Police Officer Certified	DeSoto	$76,500	$91,113
	Police Officer	Mansfield	$73,000	$93,168
	Police Officer	Lancaster	$73,969	$92,158
	Police Officer	Rowlett	$69,487	$96,313
	Police Officer	Midlothian	$70,034	$92,186
	Police Officer Certified	Forney	$70,029	$89,376
	Police Officer	Duncanville	$67,000	$90,000
	Police Officer	Red Oak	$66,985	$81,498
		Balch Springs		
		Average Entry / Top	$72,451	$92,907
		Variance Entry / Top	-28.12%	-29.00%

City of Glenn Heights
2024 Salary Survey Worksheets - Police and Fire

Glenn Heights Job Class	Survey Job Class	Participant Organization	Annual Min	Annual Max
Deputy Fire Chief			$90,000	$128,318
	Assistant Fire Chief	Grand Prairie	$170,033	$178,534
	Assistant Chief	DeSoto	$154,230	$161,942
	Fire Marshal/Assistant Chief	Waxahachie	$147,323	$165,718
	Assistant Fire Chief	Mansfield	$152,000	$160,000
	Assistant Chief	Cedar Hill	$153,474	$153,474
	Fire Assistant Chief	Red Oak	$150,578	$150,578
2912 hrs	Fire Deputy Chief	Forney	$132,022	$160,601
	Asst Fire Chief	Duncanville	$141,695	$146,613
	Assistant Fire Chief	Lancaster	$134,536	$152,370
	Assistant Fire Chief	Midlothian	$125,930	$159,328
	Assistant Fire Chief	Rowlett	$110,740	$166,110
		Balch Springs		
		Average Entry / Top	$142,960	$159,570
		Variance Entry / Top	-37.05%	-19.58%
Captain			$70,261	$89,005
	Fire Captain	Grand Prairie	$125,082	$131,337
	Captain	Waxahachie	$118,793	$123,545
	Captain	DeSoto	$115,089	$120,844
	Fire Captain/Deputy Fire Marshal	Rowlett	$114,296	$121,257
	Fire Captain	Mansfield	$106,692	$117,628
	Fire Captain	Cedar Hill	$105,962	$117,530
	Fire Captain	Lancaster	$104,818	$116,309
	Fire Captain	Duncanville	$105,609	$115,402
	Fire Captain	Midlothian	$99,988	$112,472
	Fire Captain	Forney	$100,405	$110,697
	Fire Captain	Red Oak	$97,134	$109,263
		Balch Springs		
		Average Entry / Top	$108,533	$117,844
		Variance Entry / Top	-35.26%	-24.47%

City of Glenn Heights
2024 Salary Survey Worksheets - Police and Fire

Glenn Heights Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Driver/Engineer			$62,367	$79,005
	Fire Engineer	Grand Prairie	$105,046	$107,673
	Engineer/Driver	DeSoto	$97,551	$109,609
	Pump Engineer	Waxahachie	$95,788	$103,605
	Fire Driver Engineer	Rowlett	$94,432	$104,429
	Fire Driver/Engineer	Cedar Hill	$95,711	$100,264
	Fire Engineer	Duncanville	$94,000	$100,580
	Fire Engineer	Mansfield	$92,165	$101,612
	Fire Engineer	Lancaster	$92,864	$100,236
	Firefighter/Paramedic Engineer	Midlothian	$88,550	$99,629
	Fire Driver/Operator	Forney	$87,568	$96,544
	Driver/Engineer	Red Oak	$83,840	$94,309
		Balch Springs		
		Average Entry / Top	$93,410	$101,681
		Variance Entry / Top	-33.23%	-22.30%
Firefighter/Paramedic			$55,390	$70,166
	Firefighter	Grand Prairie	$78,492	$100,752
	Firefighter/Paramedic	Rowlett	$80,299	$91,682
	Firefighter/Paramedic	Cedar Hill	$73,727	$92,923
	Firefighter/Paramedic	DeSoto	$74,460	$88,683
	Firefighter/Paramedic	Midlothian	$69,809	$88,329
		Balch Springs		
	No Match	Duncanville		
	No Match	Forney		
	No Match	Lancaster		
	No Match	Mansfield		
	No Match	Red Oak		
	No Match	Waxahachie		
		Average Entry / Top	$75,357	$92,474
		Variance Entry / Top	-26.50%	-24.12%

City of Glenn Heights
2024 Salary Survey Worksheets - Police and Fire

Glenn Heights Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Firefighter/EMT			$52,075	$65,967
	Used for FF/P - required	Grand Prairie		
	Firefighter	Waxahachie	$74,982	$91,227
	Firefighter	Lancaster	$72,498	$84,415
	Firefighter	Mansfield	$68,775	$87,776
	Firefighter	Duncanville	$67,000	$87,000
	Firefighter	Forney	$65,973	$84,200
	Firefighter	Red Oak	$66,985	$81,498
	Firefighter EMT	Rowlett	$67,551	$74,499
	Firefighter/EMT	Cedar Hill	$67,000	$71,080
	Firefighter	Midlothian	$64,904	$64,904
		Balch Springs		
non-Certified 62654 flat rate		DeSoto		
		Average Entry / Top	$68,408	$80,733
		Variance Entry / Top	-23.88%	-18.29%
Paramedic Only			$35,310	$40,934
	Paramedic Only	Cedar Hill	$67,000	$71,080
	Paramedic Only	DeSoto	$64,770	$64,770
		Balch Springs		
	No Match	Duncanville		
	No Match	Forney		
	No Match	Grand Prairie		
	No Match	Lancaster		
	No Match	Mansfield		
	No Match	Midlothian		
	No Match	Red Oak		
	No Match	Rowlett		
	No Match	Waxahachie		
		Average Entry / Top	$65,885	$67,925
		Variance Entry / Top	-46.41%	-39.74%

STAFF REPORT

MEETING: City Council - 20 May 2025

TITLE:
Receive the Library Quarterly Report.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Hannah Olsen, Library Director

BACKGROUND/HISTORY:
Todd Frager, CEO of Library Systems & Services, will present the Library Quarterly Report.

POLICY EXPLANATION:
Receive the Library Quarterly Report.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
NA