

DUNCANVILLE

The Perfect Blend of Family, Community & Business
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DUNCANVILLE CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 19, 2013

BRIEFING SESSION – 6:00 P.M.

Briefing Room, City Hall
203 E. Wheatland Road

AGENDA

1. Review and discuss upcoming calendar items.
2. Discuss and consider future agendas and workshops.
3. Receive information from staff regarding the day and time of the Keep Duncanville Beautiful Board Meetings
4. Review and discuss all items listed on the Regular Meeting Agenda of the Duncanville City Council scheduled for this same date at 7:00 PM.
5. Interviews for City of Duncanville Boards and Commissions

REGULAR MEETING – 7:00 P.M.

Council Chambers, City Hall
203 E. Wheatland Road

AGENDA

Invocation

Pledge of Allegiance

Mayor's Report

Recognition of Visitors / Proclamations / Presentations

Citizens Public Comment Period

[Each speaker will be allowed two (2) minutes to address the council.]

CONSENT ITEM(S)

- 1C. Approval of an Agreement between the City of Duncanville and the Duncanville Community Theater for a Hotel Motel Tax Grant in the amount of \$12,000.

- 2C. Approval of an Agreement between the City of Duncanville and the Duncanville Lion's Club for a Hotel Motel Tax Grant in the amount of \$20,000.
- 3C. Approval of an Agreement between the City of Duncanville and the DL Hopkins Senior Center for a Hotel Motel Tax Grant in the amount of \$10,500.
- 4C. Approval of an Agreement between the City of Duncanville and the International Museum of Culture for a Hotel Motel Tax Grant in the amount of \$25,000.

REPORTS/RECOMMENDATIONS/REQUESTS

- 5. Interviews for City of Duncanville Boards and Commissions.

Posted Friday, November 15, 2013 at 5:00 P.M.



Angie Wade, Interim City Secretary

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

§ 551.071 – Private consultation with the attorney for the City.

§ 551.072 – Discussing purchase, exchange, lease or value of real property.

§ 551.074 – Discussing personnel or to hear complaints against personnel.

The City of Duncanville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Duncanville at least 72 hours in advance at (972) 780-5012. (TDD access 1-800-RELAY-TX)

- INVOCATION** - *To be determined*
- PLEDGE OF ALLEGIANCE** - *Interim City Secretary Angie Wade*
- MAYOR'S REPORT** -
- PROCLAMATION** -

Citizen Public Comment Period

The Citizen's Public Comment Period is a time for the public to address the City Council on any subject. However, the Texas Open Meetings Act prohibits us from discussing any subject raised during the Citizen's Public Comment Period that is not on the agenda; except that the Council or staff may give specific, factual information in response to the inquiry or propose that the subject be placed on an agenda for discussion at a future meeting.

Any citizen wishing to speak must file a request card with the City Secretary prior to the start of the Council meeting. When called forward, please state your name and address for the record, and limit your comment to two minutes.

December 2013

December 2013

January 2014

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

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dec 1	2	3 6:00pm 6:30pm City Council Meeting	4 8:00am 8:30am Court	5	6 8:00am 10:00am Mayor's Open Line 8:30am 9:00am KDB Meeting 7:00pm 7:30pm Christmas Parade	7
8	9 6:30pm 8:30pm Park Board 7:00pm 7:30pm Planning & Zoning Commission	10 7:00pm 7:30pm BOA Meeting	11 8:00am 8:30am Court	12	13 Best Southwest Quartet	14
15	16	17 6:00pm 6:30pm City Council Meeting	18 8:00am 8:30am Court 5:00pm 5:30pm Court	19	20 11:00am 2:00pm Employee Christmas Luncheon	21
22	23 7:00pm 7:30pm Planning & Zoning Commission	24 City Hall Closed 6:30pm 7:00pm DCEDC Meeting 7:00pm 7:30pm BOA Meeting	25	26 6:30pm 8:30pm DCMC	27	28
29	30	31 Jan 1, 14		2	3	4

Dec 1 - 7

Dec 8 - 14

Dec 15 - 21

Dec 22 - 28

Dec 29 - Jan 4

Agenda Item 1C

Approval of an Agreement between the City of Duncanville and the Duncanville Community Theater for a Hotel Motel Tax Grant in the amount of \$12,000.

BACKGROUND OF ISSUE:

At the November 5, 2013 City Council Meeting a request was approved for a Hotel Motel Tax Grant in the amount of \$12,000 for the Duncanville Community Theater.

FINANCIAL IMPACT:

OPERATIONAL IMPACT:

RECOMMENDATION:

receipts and other information reasonably satisfactory to the City evidencing that prior year grants have been properly expended, for which the Applicant had not therefore provided to the City.

III. WARRANT AND CONSENT

3.01 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of City.

3.02 It is understood and agreed between the parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

IV. RECAPTURE

4.01 In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall in be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant with interest at the rate of eight percent (8%) per annum or the highest interest rate allowed by law whichever is lower, from date of receipt of the Grant until paid. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, who shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant.

V. MISCELLANEOUS

5.01 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

5.02 This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

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

EXECUTED this _____ day of _____, 2013.

CITY OF DUNCANVILLE, TEXAS

By: _____

Greg Contreras
City Manager

Address:

Duncanville, Texas 75013

EXECUTED this _____ day of _____, 2013.

DUNCANVILLE COMMUNITY THEATRE

By: _____

Name:

Title:

Address:

Agenda Item 2C

Approval of an Agreement between the City of Duncanville and the Duncanville Lion's Club for a Hotel Motel Tax Grant in the amount of \$20,000.

BACKGROUND OF ISSUE:

At the November 5, 2013 City Council Meeting a request was approved for a Hotel Motel Tax Grant in the amount of \$20,000 for the Duncanville Lion's Club.

FINANCIAL IMPACT:

OPERATIONAL IMPACT:

RECOMMENDATION:

the terms of this Agreement. Payment of the Grant may be made in one lump sum payment or in a series of payments not to exceed the total sum of \$20,000.00 as and when allowable expenses are incurred by Applicant.

4. Applicant shall submit a budget for the Grant to the City Manager at least fifteen (15) days prior to the request for funding. As a condition of providing the Grant or any part thereof, the Applicant shall furnish the City with documents, records and any other information reasonably requested by City to substantiate the eligibility of expenses to be paid with the Grant proceeds. Following payment of all or any part of the Grant proceeds to Applicant, Applicant shall, within fifteen (15) days of receipt of a written request, provide the City with receipts and other information and documentation reasonably satisfactory to the City to evidence that Applicant has expended the Grant proceeds in accordance with the terms of this Agreement.

5. In the event the Applicant breaches any of the terms of this Agreement, including but not limited to furnishing receipts, documentation or other information reasonably requested by City to ascertain the proper use of Grant proceeds, or failing to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall be in default of this Agreement. Upon breach by Applicant of any term or provision of this Agreement, the City shall notify the Applicant in writing, which shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or as such time period may be extended by the City at its sole option, then the City may determine Applicant to be in breach and 1) terminate this Agreement without further notice and refuse to provide to Applicant any Grant proceeds that have not at that time yet been paid, 2) recover any and all Grant proceeds previously paid to Applicant, or 3) recover liquidated damages. As liquidated damages in the event of default or breach, the Applicant shall, within thirty (30) days after demand, pay to the City the sum of \$20,000.00, an amount equal to the Grant, or in the event of partial Grant funding, an amount equal to the sum of all Grant proceeds previously paid to Applicant, together with interest at the rate of eight percent (8%) per annum from date of receipt of Grant proceeds until paid in full. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to any third parties in connection with these actions or the use of Grant proceeds. Applicant agrees to indemnify and hold harmless the City from all such claims, demands, suits, causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's use of the Grant proceeds or the performance of the conditions under this Agreement. Nothing in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the City and Applicant. By entering into this Agreement, the City does not and shall not be deemed to waive its official, legislative, governmental, sovereign or other immunities from suit, liability or

otherwise, all of such immunities being hereby retained. This Agreement shall not in any way be deemed to confer or create any rights in any persons or third parties not a party hereto.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

9. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in the state courts of appropriate jurisdiction of Dallas County, Texas.

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

EXECUTED this _____ day of _____, 2013.

DUNCANVILLE LION'S CLUB

CITY OF DUNCANVILLE, TEXAS

By: _____

By: _____

City Manager

Title: _____

Address: _____

Address: _____

ATTEST:

City Secretary

Agenda Item 3C

Approval of an Agreement between the City of Duncanville and the DL Hopkins Senior Center for a Hotel Motel Tax Grant in the amount of \$10,500.

BACKGROUND OF ISSUE:

At the November 5, 2013 City Council Meeting a request was approved for a Hotel Motel Tax Grant in the amount of \$10,500 for the DL Hopkins Senior Center.

FINANCIAL IMPACT:

OPERATIONAL IMPACT:

RECOMMENDATION:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

HOTEL/MOTEL TAX GRANT

This Agreement (the “Agreement”), is made by and between the City of Duncanville, Texas, (the “City”) and DL Hopkins Senior Center (the “Applicant”) acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the City Council, after consideration of the applications finds that an expenditure of local hotel occupancy tax for the Applicant as set forth herein, will directly enhance and promote tourism and, the convention and hotel industry in the City or its vicinity, and further finds that the expenditures are for one or more the statutorily authorized purposes;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. GRANT

1.01 Subject to availability of funds, the City agrees to provide the Applicant a hotel occupancy tax grant (the “Grant”) in the amount of ten thousand five hundred dollars (\$10,500).

1.02 Applicant agrees to utilize proceeds of the Grant to promote the performing arts and tourism activity for the sponsorship through the use of the Grant for improvement of the sound system to promote tourism by improved facilities to accommodate performance and performing art presentations at the facility.

1.03 City agrees to provide the Grant or the necessary funds from the Grant to Applicant upon submission to the City Manager of satisfactory proof that Applicant has or will incur cost or expenses in accordance with the terms of this Agreement.

II. BUDGET

2.01 Applicant shall submit a budget for the Grant to the City Manager at least fifteen (15) days prior to the request for funding. Applicant agrees to complete the project(s) for which the City provided the Grant on or before September 30, 2014. Applicant shall, on or before September 30, 2014, provide the City with receipts and other information reasonably satisfactory to the City to evidence that Applicant has expended the Grant in accordance with the terms of

this Agreement. Applicant shall also provide to the City on or before September 30, 2014 receipts and other information reasonably satisfactory to the City evidencing that prior year grants have been properly expended, for which the Applicant had not therefore provided to the City.

III. WARRANT AND CONSENT

3.01 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of City.

3.02 It is understood and agreed between the parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

IV. RECAPTURE

4.01 In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant with interest at the rate of eight percent (8%) per annum or the highest interest rate allowed by law whichever is lower, from date of receipt of the Grant until paid. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, who shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant.

V. MISCELLANEOUS

5.01 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

5.02 This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

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

EXECUTED this ____ day of _____, 2013.

CITY OF DUNCANVILLE, TEXAS

By: _____
Greg Contreras
City Manager

Address:
Duncanville, Texas 75013

EXECUTED this ____ day of _____, 2013.

DL HOPKINS SENIOR CENTER

By: _____
Name:
Title:

Address:

Agenda Item 4C

Approval of an Agreement between the City of Duncanville and the International Museum of Culture for a Hotel Motel Tax Grant in the amount of \$25,000.

BACKGROUND OF ISSUE:

At the November 5, 2013 City Council Meeting a request was approved for a Hotel Motel Tax Grant in the amount of \$10,500 for the DL Hopkins Senior Center.

FINANCIAL IMPACT:

OPERATIONAL IMPACT:

RECOMMENDATION:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

HOTEL/MOTEL TAX GRANT

This Agreement (the “Agreement”), is made by and between the City of Duncanville, Texas, (the “City”) and International Museum of Cultures (the “Applicant”) acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the City Council, after consideration of the applications finds that an expenditure of local hotel occupancy tax for the Applicant as set forth herein, will directly enhance and promote tourism and, the convention and hotel industry in the City or its vicinity, and further finds that the expenditures are for one or more the statutorily authorized purposes;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. GRANT

1.01 Subject to availability of funds, the City agrees to provide the Applicant a hotel occupancy tax grant (the “Grant”) in the amount of twenty five thousand dollars (\$25,000).

1.02 Applicant agrees to utilize ten thousand dollars (\$10,000) of the proceeds of the Grant to promote tourism-related activity; and, fifteen thousand dollars (\$15,000) of the proceeds of the Grant to promote the arts and tourism activity for the sponsorship through the use of the Applicant to conduct the performance and related activities of the museum.

1.03 City agrees to provide the Grant or the necessary funds from the Grant to Applicant upon submission to the City Manager of satisfactory proof that Applicant has or will incur cost or expenses in accordance with the terms of this Agreement, including but not limited to, brochures, city tourism improvements to museum collection presentation and physical facilities.

II. BUDGET

2.01 Applicant shall submit a budget for the Grant to the City Manager at least fifteen (15) days prior to the request for funding. Applicant agrees to complete the project(s) for which the City provided the Grant on or before September 30, 2014. Applicant shall, on or before

September 30, 2014, provide the City with receipts and other information reasonably satisfactory to the City to evidence that Applicant has expended the Grant in accordance with the terms of this Agreement. Applicant shall also provide to the City on or before September 30, 2014 receipts and other information reasonably satisfactory to the City evidencing that prior year grants have been properly expended, for which the Applicant had not therefore provided to the City.

III. WARRANT AND CONSENT

3.01 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the express written consent of City.

3.02 It is understood and agreed between the parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

IV. RECAPTURE

4.01 In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall in be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant with interest at the rate of eight percent (8%) per annum or the highest interest rate allowed by law whichever is lower, from date of receipt of the Grant until paid. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, who shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant.

V. MISCELLANEOUS

5.01 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

5.02 This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.03 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

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

EXECUTED this ____ day of _____, 2013.

CITY OF DUNCANVILLE, TEXAS

By: _____
Greg Contreras
City Manager

Address:
Duncanville, Texas 75013

EXECUTED this ____ day of _____, 2013.

INTERNATIONAL MUSEUM OF CULTURES

By: _____
Name:
Title:

Address:

Agenda Item 5

Interviews for the City of Duncanville Boards and Commissions.

BACKGROUND OF ISSUE:

FINANCIAL IMPACT:

OPERATIONAL IMPACT:

RECOMMENDATION: