



ADMINISTRATION

285 Uptown Blvd., Bldg. 100
Cedar Hill, TX 75104
O. 972.291.5100
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**NOTICE OF CITY COUNCIL BRIEFING SESSION
FEBRUARY 11, 2014
T.W. "TURK" CANNADY-CEDAR HILL ROOM
285 UPTOWN BLVD. – BLDG. 100
CEDAR HILL, TEXAS**

6:00 P.M.

AGENDA

- I. Call the meeting to order.**
- II. Present the Community Development Corporation's Annual Report.**
- III. City Manager Reports:**
 - a. City Council Calendar/Upcoming Events.
 - b. City Operations.
 1. Appointment of alternate judge.
- IV. Conduct a briefing session to discuss agenda items for 7:00 p.m. regular meeting.**
- V. Adjourn.**

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 7th day of February 2014.

Lyn Hill
City Secretary

This facility is wheelchair accessible. If you plan to attend this public meeting and you have a disability that requires special arrangements, please call 972-291-5100 Ext. 1011 or (TDD) 1-800-RELAY TX (1-800-735-2989) at least 48 hours in advance. Reasonable accommodations will be made to assist your needs.

Mayor, Rob Franke • Mayor Pro Tem, Chris Parvin • Stephen Mason • Jami McCain
Daniel C. Haydin, Jr. • Clifford R. Shaw • Wallace Swayze • City Manager, Alan E. Sims

CedarHillTX.com



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**NOTICE OF CITY COUNCIL MEETING
FEBRUARY 11, 2014
T.W. "TURK" CANNADY-CEDAR HILL ROOM
285 UPTOWN BLVD. – BLDG. 100
CEDAR HILL, TEXAS**

7:00 P.M.

VISION STATEMENT: We envision Cedar Hill as a premier city that retains its distinctive character; where families and businesses flourish in a safe and clean environment.

MISSION STATEMENT: The mission of the City of Cedar Hill is to deliver the highest quality municipal services to our citizens and customers consistent with our community values.

AGENDA

- I. Call the meeting to order.
- II. Pledge of Allegiance.
- III. Invocation: Pastor Victor Jackson - Building the Kingdom Community Church.
- IV. Distinctive Character Presentation:
 1. Present a Certificate of Recognition to Cameron Goodman, a 12th grade student from Cedar Hill High School – S.T.A.R. Student Award winner for the month of February 2014.

V. Consent Agenda:

The Consent Agenda includes routine items that may be acted upon with a single vote. Any City Council member may remove items from the Consent Agenda for separate discussion and consideration.

1. Consider approving the minutes of the regular meeting of January 28, 2014.

Mayor, Rob Franke • Mayor Pro Tem, Chris Parvin • Stephen Mason • Jami McCain
Daniel C. Haydin, Jr. • Clifford R. Shaw • Wallace Swayze • City Manager, Alan E. Sims
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2. Consider approving Ordinance No. 2014-534, amending the Code of Ordinance, Chapter 4, Section 4-119, Plumbing Contractor Registration.
3. Consider authorizing the Mayor to execute engineering services agreements for professional engineering services related to Community Development Block Grant (CDBG) projects, American with Disability Act (ADA) related projects and other miscellaneous paving, drainage, water/wastewater infrastructure improvement projects.
4. Consider adoption of Resolution No. R14-298, supporting the submission of a continuation application for one Victim Assistance Manager from the Office of Governor, General Victim Assistance – Direct Service Program.
5. Consider appointing David Wilson as a voting member of the Economic Development Corporation Board.

VI. Citizens Forum.

VII. Regular:

VIII. Updates and announcements from City Council Members.

IX. Adjourn

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 7th day of February 2014.

Lyn Hill
City Secretary

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PREMIER STATEMENTS
CEDAR HILL HAS DISTINCTIVE CHARACTER
CEDAR HILL HAS EXCELLENT, SAFE & EFFICIENT INFRASTRUCTURE
CEDAR HILL IS SAFE
CEDAR HILL IS CLEAN
CEDAR HILL HAS TEXAS SCHOOLS OF CHOICE
CEDAR HILL HAS VIBRANT PARKS AND NATURAL BEAUTY
CEDAR HILL HAS A STRONG AND DIVERSE ECONOMY

CITY COUNCIL VALUES
CITIZEN INPUT AND PARTICIPATION
ACCOUNTABILITY AND RESPONSIVENESS
DIVERSITY AND RESPECT FOR INDIVIDUAL DIFFERENCES
HIGHEST ETHICAL STANDARDS AND INTEGRITY
TEAMWORK AND REGIONAL COOPERATION
EXCELLENCE AND CONTINUOUS IMPROVEMENT

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the Government Center bulletin board on the ____ day of _____, 2014, By: _____

**BRIEFING MINUTES
CITY COUNCIL MEETING
JANUARY 28, 2014**

The City Council of the City of Cedar Hill, Texas, met in briefing session Tuesday, January 28, 2014, 6:00 p.m., 285 Uptown Blvd., Bldg. 100, City of Cedar Hill, Texas.

The following members of the City Council were present, to wit: Mayor Rob Franke, Mayor Pro Tem Chris Parvin, Council Members Daniel C. Haydin, Jr., Jami McCain, Clifford Shaw and Wallace Swayze.

Absent: Council Member Stephen Mason was absent at the beginning of the meeting and arrived at 6:33 p.m.

I. Call the meeting to order.

Mayor Franke called the meeting to order at 6:00 p.m., declaring it an open meeting, that a quorum was present and the meeting notice was duly posted.

II. Briefing on data retention policy for automatic license plate reader

Cedar Hill Police Lieutenant Steve Lafferty gave an update on the automatic license plate reader. He asked for the City Council's opinion on retention of the data.

The Lieutenant stated the Police Department began looking at equipment that would make their work more efficient in their everyday work. In the numerous intelligence meetings he has attended, the top item for discussion has been the license plate readers.

With permission from the City Council, they applied for a grant in March of 2013 and were awarded the grant in August.

After research through the National Governmental Purchasing Alliance, they chose *Vigilant Solutions*. This company is used by over 1,500 agencies. It is a two-tier system, consisting of both law enforcement data and private data. Through those 1,500 agencies, the Cedar Hill Police Department can reach out and receive data from any one of those. The law enforcement data can be acquired at any time. The private data can only be acquired for seven years.

Lafferty stated storage of information is off-site and data can be saved on a thumb drive.

III. Briefing on Political Sign Ordinance.

Chief Building Official Johnny Kendro reviewed changes to the current sign ordinance, addressing the necessity for updating the portion regarding political signs. The changes were made in order to conform with new state law.

The new wording states: "No person shall place or cause to be placed a political sign in or on any public right-of-way within the corporate limits of the city. This Section does

not prohibit the posting of political signs during a voting period on the premises of a public building being used as a polling place or early voting polling place if posted outside the area of 100 feet from an outside door through which a voter may enter the polling place. A voting period as used in this ordinance shall mean the 'voting period' defined in Section 01.003(b) of the Texas Election Code and the 'early voting period' defined in Section 85.001 of the Texas Election Code."

Kendro explained the distance is marked by the election judge.

IV. Consider consulting services for Joe Pool Lake water rights.

City Manager Alan Sims stated the City has been approached by a consulting firm, Tirgo LLC, that wants to explore options involving the possible sale of the City's water and water-related rights at Joe Pool Lake.

He reviewed an agreement, noting some of the proposed services that Tirgo will perform are as follows:

- Secure and procure interested parties,
- Assist in analyzing options,
- Determine the highest and best value of the asset,
- Advise the City as to strategy and tactics for negotiation.

The compensation for their services will only be paid at closing, if the asset is sold and is based on a sliding scale. There are no retainer fees.

Sims noted Staff does not see a downside to this proposal. The term is limited to one year. Additionally, this would put the City in the position of being proactive. Staff is seeking direction as to whether the City Council is interested in securing the services of Tirgo LLC.

Sims noted the item was on the Regular Meeting Agenda for consideration.

V. City Manager Reports:

a. City Council Calendar/Upcoming Events.

- City Manager Sims discussed the 30th Annual Quest for Success Luncheon honoring Council Member Steve Mason. The Quest for Success Award recognizes up to 12 African American entrepreneurs in the Dallas/ Fort Worth area by honoring their significant contributions to the business and civic communities. The recipients are selected from nominations submitted by individuals in the community and the business sector.
- Sims polled the City Council for a possible date for a Volunteer Appreciation Dinner. The consensus was for April 29.

b. City Operations.

- Sims announced that, through the actions of the City Council and the Cedar Hill Police Department, there was a 9% decrease in Cedar Hill crime over last year.

- City Manager Sims informed City Council of an opening on the Economic Development (EDC) Board. He named the possible candidates. EDC Manager Allison Thompson noted these members are all excellent choices.

After discussion, City Council Members agreed to move David Wilson into that position.

Sims stated the appointment would be on the February 11 agenda.

VI. Conduct a briefing session to discuss agenda items for 7:00 p.m. regular meeting.

City Manager Sims briefly discussed the items on the Regular Meeting Agenda. City Staff answered question as needed.

VII. Adjourn.

There being no further business, Mayor Franke entertained a motion to close.

Mayor Pro Tem Parvin moved to adjourn the meeting, seconded by Council Member Haydin. The Briefing session closed at 6:45 p.m.

Approved: _____
Rob Franke, Mayor

Attest: _____
Lyn Hill, City Secretary

**MINUTES
CITY OF CEDAR HILL
CITY COUNCIL MEETING
JANUARY 28, 2014**

The City Council of the City of Cedar Hill, Texas met in regular session Tuesday, January 28, 2014, 7:00 p.m., T.W. "Turk" Cannady - Cedar Hill Room, 285 Uptown Blvd., Cedar Hill, Texas.

Present: Mayor Rob Franke, Mayor Pro Tem Chris Parvin, Council Members Daniel C. Haydin, Jr., Steve Mason, Jami McCain, Cliff Shaw and Wallace Swayze.

I. Call the meeting to order.

Mayor Franke called the meeting to order at 7:00 p.m., declaring it an open meeting, that a quorum was present and that the meeting notice was duly posted.

II. Pledge of Allegiance.

Assistant City Manager Melissa Stephens led the Pledges of Allegiance to both the United States and Texas Flags.

III. Invocation:

Pastor Boyer of Trinity Church gave the invocation.

IV. Bond Matters:

Item 1 was to consider all matters incident to the issuance and sale of "City of Cedar Hill, Texas, Certificate of Obligation Bonds, 2014" and "City of Cedar Hill, Texas General Obligation Refunding Bonds, 2014," including the adoption of Ordinance No. 2014-531 and 2014-532 authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized official of the City.

Mayor Franke introduced the item.

Boyd London, Managing Director of First Southwest, briefed the City Council on bond issues, stating the two brought for consideration are refunding bonds and bonds to fund the automatic water meter program.

London introduced Robert D. Dransfield, Head of Finance, Fulbright & Jaworski, and LLP, who serves as the City's Bond Counsel.

Following London's briefing, Mayor Franke asked if there were questions from City Council. Seeing there were none, he entertained a motion for the two ordinances.

- Mayor Pro Tem Parvin made the following motion:

For Ordinance No. 2014-531

"I move to adopt the Ordinance authorizing the issuance of the "City of Cedar Hill, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014" in the aggregate principal amount of \$6,235,000; and approving and authorizing the execution of a Paying Agent/Registrar Agreement in relation to such Certificates of Obligation."

Council Member Haydin seconded the motion.

After the reading of the Ordinance by Assistant to the City Manager Marie Watts, the motion passed by unanimous vote.

- Mayor Pro Tem Parvin then made the following motion regarding the second bonding issue:

For Ordinance No. 2014-532

"I move to adopt the Ordinance authorizing the issuance of the "City of Cedar Hill, Texas, General Obligation Refunding Bonds, Series 2014" in the aggregate principal amount of \$3,140,000; and approving and authorizing the execution of a Paying Agent/Registrar Agreement, a Purchase Agreement Letter and a Special Escrow Agreement in relation to such Bonds and Providing for the redemption of the obligations being refunded."

Council Member Haydin seconded the motion.

After the reading of the Ordinance by Assistant to the City Manager Marie Watts, the motion passed by unanimous vote.

V. Public Hearing:

Item 1 was for Case No. 13-26 – Conduct a public hearing and consider adoption of Ordinance No. 2014-530, amending Section 4.1.7.C – entitled "Definition" of the Comprehensive Zoning Ordinance (Ordinance No. 2001-64, as amended), by revising the definitions of "business, sexually oriented," "nudity or state of nudity," and "semi-nude or in a state of semi-nudity."

Mayor Franke introduced the item and opened the public hearing for anyone wishing to speak either for or against the item.

There being no one to speak, the Mayor closed the Public Hearing and turned it over to City Council for discussion.

Council Member Jami McCain moved to approve the item, seconded by Council Member Wallace Swayze.

The motion passed by unanimous vote.

VI. Presentation:

This item was for a Presentation of the 2013 National Night Out "*Rookie of the Year Award*" by Chief Steve Rhodes.

Police Chief Steve Rhodes discussed the success of Cedar Hill's National Night out events and recognized the PACT Team and neighborhood committees in attendance. The Chief explained that PACT stands for Police and Community Team. He invited them to come forward and join him at the front. The Chief then read each name and emphasized these are the leaders of our neighborhoods.

The Chief read the wording on the Award Plaque and stated it was for all those who helped with the National Night Out success. The Plaque is to be placed in the Grady M. Lamb Building.

Mayor Franke spoke on the impact these relationships have upon the officers and City Council Members. He said it raises their spirits to meet with the citizens in town hall meetings and neighborhood gatherings like National Night Out.

VII. Consent Agenda:

Mayor Franke read the Consent Agenda and explained that all items may be acted upon in a single vote. He added there were no requests for any item to be removed for separate consideration.

The Mayor introduced the items listed below and entertained a motion.

Mayor Pro Tem Parvin moved to approve the Consent Agenda.

The motion was seconded by Council Member Swayze.

After the reading of the ordinance by Assistant to the City Manager, the motion passed by unanimous vote.

Item 1 was to consider approving the January 14, 2014 regular meeting minutes.

Item 2 was for Case No. 13-28 – Consider approving, in accordance with the Planning and Zoning Commission's motion, the Site Plan of Graceland Community Baptist Church, on Lot 1, Blk. 1, located at 310 S. Clark Rd., requested by Dick Calvert on behalf of Graceland Community Baptist Church.

Item 3 was to consider approving Ordinance No. 2014-529 amending Sign Regulations, Division 2. Temporary Political Signs.

Item 4 was to consider ordering a General Election to be held on Saturday, May 10, 2014, to elect City Council Members for Places 2 and 6.

Item 5 was to consider authorizing the Mayor and Police Chief to sign an updated Memorandum of Understanding (MOU) among the participating local governments for law enforcement incident data sharing via Dallas County Incident Module (DCIM) software.

Item 6 was to consider entering into an Interlocal Agreement between the City of Cedar Hill and the City of Denton for a Cooperative Purchasing Program.

VIII. Citizens Forum.

The following persons spoke at the Citizens forum.

- Wes Pool – 611 E. Beltline Road – Cedar Hill
Mr. Pool spoke on a light rail station and DART
- Thomas Haggarty – 320 Sims Drive.
Mr. Haggarty addressed an issue with a car parked on his street with a cover – no reflectors. He felt this was dangerous.

IX. Regular:

Item 1 was to consider approving an agreement between the Cedar Hill Police Department and the Texas Police Chiefs Association Foundation for the Texas Best Practices Recognition Program.

The Mayor read the item and turned it over to City Council for deliberation and action:

A motion was made by Council Member Haydin, second by Council Member Mason and passed by unanimous vote.

Item 2 was to consider authorizing the Mayor to execute an agreement for consultant services of Joe Pool Lake water rights.

The Mayor read the item and turned it over to City Council for deliberation and action:

A motion was made by Mayor Pro Tem Parvin, second by Council Member Swayze and passed by unanimous vote.

X. Updates and announcements from City Council Members.

Mayor Franke asked if there were any announcements or updates from City Council.

- Mayor Pro Tem Parvin recognized Assistant City Manager Melissa Stephens as the Chamber of Commerce's Woman of the Year.

Stephens received a standing ovation.

- Council Member Shaw announced his candidacy for re-election to Place 6 on the City Council.
- Council Member Haydin announced his candidacy for re-election to Place 2 on the City Council.

The City's General Election will be held on Saturday, May 10.

XI. Adjourn.

There being no further business, Mayor Franke entertained a motion to adjourn.

The motion was made by Mayor Pro Tem Chris Parvin and seconded by Council Member Jami McCain.

The motioned passed unanimously and the meeting adjourned at 7:42 p.m.

APPROVED: _____
Rob Franke, Mayor

ATTEST: _____
Lyn Hill, City Secretary

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: February 11, 2014

Agenda Item Wording: Consider approving Ordinance No. 2014-534 amending Code of Ordinance Chapter 4, Section 4-119, Plumbing Contractor Registration.

Summary:

Currently the ordinance allows the City to charge a \$75 registration fee for plumbing, electrical, mechanical, and irrigation contractors. In 2013, the State Legislature passed a law that:

- Prohibits cities from charging a plumbing contractor a registration fee;
- Requires plumbers to obtain a permit for certain types of plumbing work;
- Requires cities to issue permits by telephone, fax or e-mail.

The proposed ordinance brings the City into compliance with this state law. Over the past 3 years the City collected an average of \$8,350 in plumbing registration fees. State law still mandates that the City continue registering plumbing contractors to assure that their State license and insurance is current and that the master plumber has the proper endorsements. However, no registration fee will be collected.

This ordinance has been reviewed and approved as to form by legal counsel.

Funding Source: N/A

Recommended Action: Adopt Ordinance No. 2014-534.

Department: Code Enforcement
Contact / Phone No: Johnny Kendro 972-291-5100 x1091

Attachments: Yes **If yes, how many pages:** 3

ORDINANCE NO. 2014-534

AN ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, REPEALING CHAPTER 4, ARTICLE VII, SECTION 4-119, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS, AND ADOPTING A NEW SECTION 4-119 IN PLACE THEREOF PROVIDING FOR THE REGISTRATION OF PLUMBERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR IMMEDIATE EFFECT; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Cedar Hill, Texas is a home rule city within the State of Texas; and

WHEREAS, the City of Cedar Hill, Texas desires to provide for the safety, health and public welfare of the citizens of the City of Cedar Hill, Texas, by the regulation of standards for plumbing and the inspection thereof; and

WHEREAS, the City adopted Ordinance No. 87-899 on March 24, 1987, requiring the registration of master plumbers, which was codified in Chapter 4, Article VII, Section 4-119 of the Code of Ordinances of the City of Cedar Hill; and

WHEREAS, the registration of plumbers by municipalities is now governed by Section 1301.551 of the Texas Occupations Code; and

WHEREAS, the City Council of the City of Cedar Hill finds and determines that it is necessary and in the best interest of the citizens of Cedar Hill to amend Chapter 4, Article VII, Section 4-119 of the Code of Ordinances in order to comply with the provisions of Section 1301.551 of the Texas Occupations Code.

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

SECTION 1. REPEAL OF CHAPTER 4, ARTICLE VII, SECTION 4-119, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS

The City Council of the City of Cedar Hill, Texas hereby repeals Chapter 4, Article VII, Section 4-119, of the Code of Ordinances of the City of Cedar Hill, Texas.

SECTION 2. ADOPTION OF NEW CHAPTER 4, ARTICLE VII, SECTION 4-119, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS

The City Council of the City of Cedar Hill, Texas hereby adopts the following as Chapter 4, Article VII, Section 4-119 of the Code of Ordinances of the City of Cedar Hill, Texas:

- (a) The master plumber shall be required to maintain a registration with the city before performing any type of plumbing work. Each contractor shall furnish the inspection department with a written notice of the contractor's permanent business and residential address, telephone number, and proof of current state license.
- (b) Every master plumber, plumbing contractor, or other person authorized and licensed to perform plumbing services in the State of Texas must obtain a permit from the City of Cedar Hill before engaging in or performing any plumbing services in the City of Cedar Hill, other than the repairing of leaks, the replacement of lavatory or kitchen faucets, the replacement of ballcocks or water control valves, the replacement of garbage disposals, or the replacement of water closets.
- (c) A master plumber, plumbing contractor, or other person required to obtain a permit under this ordinance may apply for a permit by telephone, fax or e-mail to the City of Cedar Hill's Building Inspector.
- (d) Every master plumber, plumbing contractor, or other person required to obtain a permit under this ordinance must have a certificate of insurance on file with the Texas Board of Plumbing Examiners in accordance with Section 1301.552 of the Texas Occupations Code.

SECTION 3. SAVINGS CLAUSE

In the event that any other Ordinance of the City of Cedar Hill, Texas, heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail.

SECTION 4. SEVERANCE CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. INCORPORATION INTO CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Cedar Hill, Texas, as an addition thereto and

shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 6. EFFECTIVE DATE

Because of the nature of interest and safeguard sought to be protected by this Ordinance and in the interest of health, safety and welfare of the citizens of the City of Cedar Hill, Texas, this Ordinance shall take effect immediately after passage, approval and publication, as required by law.

SECTION 7. PUBLICATION

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

PASSED, ADOPTED AND APPROVED by the City Council of Cedar Hill, Texas on this the _____ day of _____, 2014.

By: _____
Rob Franke, Mayor

ATTEST:

Lyn Hill, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr,
City Attorney

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: February 11, 2014

Agenda Item Wording: Consider authorizing the Mayor to execute engineering services agreements for professional engineering services related to Community Development Block Grant (CDBG) projects, American with Disability Act (ADA) related projects and other miscellaneous paving, drainage, water/wastewater infrastructure improvement projects.

Summary:

As a participant in the CDBG program through a cooperative agreement with Dallas County, the City receives annual CDBG funding to be allocated to eligible CDBG activities. Eligible activities may include construction of or improvements to: paving, drainage, water and wastewater systems, structures/features to meet ADA requirements, and other infrastructure projects that aid in the development of the community.

In order to conform to CDBG requirements any award of funds toward engineering services must follow a formal Request for Qualifications (RFQ) process. In preparation for receiving CDBG funds from Dallas County over the next several years, an RFQ for CDBG/ADA Capital Projects Engineering Services was advertised during December and January. The staff review committee received and reviewed submittals and held interviews for nine (9) engineering firms.

Five (5) firms have been selected by the committee to enter into an engineering services agreement for a period of five (5) years with an option to extend. Three of the firms are classified as Minority and Women Business Enterprises (M/WBE).

The five (5) firms selected are as follows:

1. EJES, Inc.*
2. MV Engineering, Inc.*
3. Binkley & Barfield
4. Urban Engineers Group, Inc.*
5. Schrickel, Rollins and Assoc., Inc.

**M/WBE Firms*

This agreement has been approved as to form by legal counsel.

Funding Source: N/A

Recommended Action: Authorize the Mayor to execute the agreements

Department: Public Works
 Contact / Phone No: Elias K. Sassoon, P.E. 972-291-5126 ext. 2810

Attachments: Yes If yes, how many pages: 13

ENGINEERING SERVICES CONTRACT

THIS CONTRACT, by and between the CITY OF CEDAR HILL, a municipal corporation, located in Dallas County, Texas, hereinafter referred to as “City,” and _____, a corporation organized and existing under the laws of the State of Texas, hereinafter referred to as “Engineer,” evidences the following:

WHEREAS, City desires the professional engineering services of Engineer, for _____Paving, Drainage, Water/Wastewater, CDBG , ADA, and other miscellaneous infrastructure improvements the City of Cedar Hill, Dallas County, Texas, hereinafter called “Project;” and

WHEREAS, Engineer is qualified and capable of performing the professional engineering services proposed herein for this Project and is willing to enter into this Contract with City to perform said services;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein agree as follows:

1. EMPLOYMENT OF THE ENGINEER

Engineer agrees to perform professional engineering services in connection with the Project as set forth in the following sections of this Contract and City agrees to pay, and Engineer agrees to accept, fees as set forth in the following sections as full and final compensation for all services provided under this Contract.

2. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of City by its Director of Public Works or his/her designated representatives (hereinafter called “Director”); and on behalf of Engineer by its duly authorized officials.

3. ENGINEER’S SERVICES

A. Engineer agrees to perform services for the Project in accordance with the Scope of Work contained in Exhibit A, attached to and made a part of this Contract.

B. The fixed limit of the total construction budget for the Project shall be provided to the Engineer as part of the scope of the project, that **amount is established as a condition of the work authorization, and shall provide the basis for Engineer’s design and engineering services.** Engineer shall determine what materials, equipment, component systems and designs are to be included in the plans and specifications, and will make reasonable adjustments in the scope of the Project to bring it within the total construction budget. With the prior approval of City, Engineer may also include in the plans and

specifications alternate bids to adjust the construction cost to the total construction budget. If the lowest acceptable bid is within the fixed limit of the total construction budget for the Project, **or** the Engineer's latest detailed estimate of probable construction cost is still less than the fixed limit of the total construction budget, established as a condition of this Contract, City shall pay the Engineer the fees for basic services in accordance with this Contract.

C. If the lowest acceptable bid exceeds its portion of the fixed limit of the total construction budget for the Project, and as a result thereof, or for other reasons, the latest estimate of probable construction cost exceeds the fixed limit of the total construction budget for the Project, established as a condition of this Contract, City at its option may either: (1) give written approval of an increase in the fixed limit, with no obligation to increase Engineer's fee, (2) authorize rebidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the probable construction cost to the fixed limit of the total construction budget. In the case of (3), Engineer, **without additional charge**, shall immediately modify the plans and specifications as necessary to bring the Project cost within the total construction budget, or within any higher fixed limit subsequently authorized by City.

4. PAYMENT FOR SERVICES

A. Total payment for services described in Paragraph 3 for the Project shall be in accordance with the scope of work and approved work authorization.

B. Engineer shall submit monthly statements for services rendered, based upon percentage of completion of the work. City shall make prompt monthly payments in the amount shown by the Engineer's approved monthly statements and other documentation submitted. No interest shall ever be due on late payments caused by any good faith claim or dispute in connection with this Contract or that City has a right or obligation to withhold under this Contract or state law. Progress payments under this Contract for the work shall be up to but shall not exceed 95% of the total amount stated in Paragraph 4.A. Within thirty (30) days after final completion and acceptance by the Director of all Engineer's services under this Contract, final payment of the balance shall be made.

C. Nothing contained in this section shall require City to pay for any work which is unsatisfactory as determined by the Director, or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to Engineer when the Engineer is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

5. OFFSET

City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Engineer, regardless of whether

the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items, shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all documents and items for its files and use. Engineer shall have no liability for changes made to or use of the drawings, specifications, and other documents by City or by other engineers subsequent to the completion of the Project. City shall require that any such change or other use shall be sealed by the Engineer making that change or use and shall be appropriately marked to reflect what was changed or modified. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project deliverables developed under this Contract.

7. COMPLIANCE WITH ARCHITECTURAL BARRIERS ACT

If the construction budget for the Project is estimated at \$50,000 or greater, Engineer shall submit the "preliminary" set of Design Development Phase documents and the "final" agreed upon set of Construction Contract Documents (working drawings and Project Manual / Specifications, as applicable) to a State of Texas - Texas Department of Licensing and Regulation - Architectural Barriers Division (TDLR-AB) licensed Registered Accessibility Specialist (RAS) for the accessibility reviews prior to each submittal to the City. A copy of the resulting Accessibility Compliance Inspection Report shall be given to the City for review.

Once construction is complete, Engineer shall coordinate the final State of Texas - TDLR-AB licensed Registered Accessibility Specialist's (RAS) on-site accessibility inspection; and a copy of the resulting Accessibility Compliance Inspection Report shall be given to the City for review.

8. SERVICES BY CITY

City shall provide the following services under this Contract:

A. Provide available criteria and information to the Engineer as to City's requirements for the Project.

B. Provide sample drawings to use as guidelines.

C. Provide all available drawings, maps, and notes relating to the existing facilities within the limits of the Project.

9. COMPLETION SCHEDULE

The provisions of this Paragraph have been agreed to in anticipation of the orderly and continuous progress of the Project. Time is of the essence under this Contract. However, neither Engineer nor City shall be held responsible for delays caused by circumstances beyond their respective control. In such event, notice of delay must be timely given and reasonable efforts undertaken to mitigate effects.

A submission that falls due on Saturday, Sunday or official City holiday shall become due on the next City working day.

The services furnished by Engineer under this Contract will be completed in accordance with the schedule described in Exhibit B, attached to and made a part of this Contract, unless an extension of time, based upon good reasons presented by Engineer, is approved by the Director.

10. COMMENCEMENT OF SERVICES

No work shall be done under this Contract until the Engineer is instructed in writing to proceed.

11. TERMINATION OF CONTRACT

The Director may indefinitely suspend further work under this Contract, or may terminate this Contract or any phase of this Contract for cause or convenience of the City, upon thirty (30) days prior written notice to Engineer with the understanding that upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice City for all work accomplished by him prior to the date of termination. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of City upon termination of the Contract, and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Paragraph 6. Should City subsequently contract with a new engineer for continuation of services on the Project, Engineer shall cooperate in providing information.

12. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by, or consultation with, the City shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its officers, agents, employees, associates, and subcontractors/subconsultants for the accuracy and competency of Engineer's designs, services, or other work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the design, or other work prepared by Engineer, its

officers, agents, employees, associates, and subcontractors/subconsultants.

13. EQUAL EMPLOYMENT OPPORTUNITY

A. Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, handicap unrelated to job performance or place of birth. Engineer shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, handicap unrelated to job performance or place of birth. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Engineer shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A.

§§12101-12213, as amended. Engineer agrees to post in conspicuous places, available to employees and applicants, notices to be provided by City setting forth the provisions of this non- discrimination clause.

B. Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, national origin, handicap unrelated to job performance or place of birth and as required by law.

C. Engineer shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Engineer, and must be in the form that the City Manager or his designee reasonably prescribes.

D. If Engineer fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

(1) Cancel, terminate or suspend this Contract in whole or in part;

(2) Declare Engineer ineligible for further City contracts until he is determined to be in compliance.

14. AMENDMENTS

This Contract may be amended or supplemented in any particular only by a written instrument signed by both parties, and only as approved by resolution of the City Council or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney.

15. MINORITY BUSINESS ENTERPRISE PARTICIPATION

If there is any MBE participation as part of this Contract, the Engineer will be required to identify and describe such MBE participation in Exhibit C, which exhibit is attached to and made a part of this Contract.

16. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Cedar Hill, as amended, and all applicable laws, rules, and regulations of the State of Texas and the United States of America. Engineer shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, all applicable State and Federal laws, as amended, and with all applicable rules and regulations promulgated by all local, State, and national boards, bureaus, and agencies.

17. RIGHT OF REVIEW AND AUDIT

Engineer agrees that City may review any and all of the work performed by Engineer under this Contract. City is granted the right to audit, at City's election, all of Engineer's records and billings related to performance of this Contract. Engineer agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to City's rights as may be disclosed by such audit.

18. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Engineer has offered, or agreed to confer, any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this Paragraph, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Engineer to remove any employee of Engineer from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

19. ASSIGNMENT

This Contract provides for unique professional services. Engineer, therefore, shall not

assign this Contract, in whole or in part, without the prior written consent of City, acting through the Director.

20. NOTICES

Except as otherwise provided in Section 20, all notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail at the addresses shown below, unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated as of five days mailing.

If intended for City, to:

If Intended for Engineer, to:

21. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between City and Engineer is that of independent contractor, and Engineer and City by the execution of this Contract do not change the independent contractor status of Engineer. Engineer shall exercise independent judgment, means and methods in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Engineer in the performance of this Contract shall be construed as making Engineer an agent, servant or employee of City, or making Engineer or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees. Further, in no event shall this Contract be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.

22. INDEMNITY

ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT OR SUFFERED BY ANY PERSON, PERSONS, OR ENTITY THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL ACT, ERROR OR OMISSION OF ENGINEER, ITS

OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES OR SUBCONTRACTORS/SUBCONSULTANTS, IN THE PERFORMANCE OF THIS CONTRACT. FURTHER, NOTHING IN THIS CONTRACT SHALL BE DEEMED OR CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

23. PATENT AND COPYRIGHT INDEMNITY

A. ENGINEER AGREES TO COMPLETELY DEFEND AND INDEMNIFY CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST A CLAIM THAT ANY OF THE DESIGNS, PLANS OR SPECIFICATIONS PREPARED BY ENGINEER, ITS EMPLOYEES, ASSOCIATES OR SUBCONTRACTORS/SUBCONSULTANTS, PURSUANT TO THIS CONTRACT INFRINGE A U.S. PATENT OR COPYRIGHT DIRECTLY, INDIRECTLY OR CONTRIBUTORILY, REGARDLESS OF WHETHER OR NOT CITY IS PROVEN TO HAVE ACTIVELY INDUCED OR CONTRIBUTED TO THE INFRINGEMENT. ENGINEER WILL PAY ANY AND ALL RESULTING COSTS, DAMAGES AND ATTORNEY'S FEES FINALLY AWARDED, PROVIDED THAT:

(1) CITY PROMPTLY NOTIFIES ENGINEER IN WRITING OF THE CLAIM; AND

(2) ENGINEER HAS SOLE CONTROL OF THE DEFENSE AND ALL RELATED SETTLEMENT NEGOTIATIONS.

B. IF ENGINEER DEFENDS CITY AGAINST SUCH CLAIMS, THE CITY ATTORNEY OF CITY SHALL BE KEPT INFORMED OF SETTLEMENT NEGOTIATIONS, AND SHALL EXECUTE ANY SETTLEMENT AGREEMENT REACHED BY ENGINEER ON CITY'S BEHALF.

C. ENGINEER'S DEFENSE AND INDEMNIFICATION UNDER THIS SECTION IS CONDITIONED ON CITY'S AGREEMENT THAT IF ANY OF THE DESIGNS, PLANS OR SPECIFICATIONS, BECOME, OR IN ENGINEER'S OPINION ARE LIKELY TO BECOME, THE SUBJECT OF SUCH A CLAIM, CITY WILL PERMIT ENGINEER, AT ENGINEER'S OPTION AND EXPENSE, EITHER TO PROCURE THE RIGHT FOR CITY TO CONTINUE USING THE DESIGNS, PLANS OR SPECIFICATIONS OR TO REPLACE OR MODIFY THE SAME SO THAT THEY BECOME NON- INFRINGING; AND IF NEITHER OF THE FOREGOING ALTERNATIVES IS AVAILABLE ON TERMS WHICH ARE REASONABLE IN ENGINEER'S JUDGMENT, CITY, TO THE EXTENT CITY IS LEGALLY ABLE TO DO SO, WILL CEASE USING THE DESIGNS, PLANS OR SPECIFICATIONS ON WRITTEN REQUEST OF ENGINEER, IN WHICH

INSTANCE CITY HAS THE SOLE OPTION TO EITHER REQUIRE ENGINEER TO PERFORM NEW DESIGN WORK AT ENGINEER'S SOLE EXPENSE, OR TO TERMINATE THIS CONTRACT.

D. ENGINEER HAS NO LIABILITY UNDER THIS SECTION FOR ANY CLAIM OF INFRINGEMENT BASED UPON THE MODIFICATION OR ALTERATION OF THE DESIGNS, PLANS OR SPECIFICATIONS PREPARED UNDER THIS CONTRACT SUBSEQUENT TO THE PROJECT BY CITY, OR BY ANY ENGINEERING CONSULTANT SUBSEQUENTLY EMPLOYED BY CITY.

E. THE FOREGOING STATES THE ENTIRE OBLIGATION OF ENGINEER WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS.

24. INSURANCE

A. Consultant shall obtain and keep in force, at its sole cost and expense, throughout the term of this Contract, and in form and with a company satisfactory to the City, the following policies of insurance:

- (1) Commercial General Liability insurance with combined single limits of not less than \$1,000,000.00;
- (2) Contractual Liability insurance underwriting the indemnification, hold harmless and insurance provisions of this Contract with combined single limits of not less than \$1,000,000.00;
- (3) Automobile Liability insurance providing coverage for owned, non-owned, hired and leased vehicles of Consultant with combined single limits for injury or damage in any one (1) accident of \$1,000,000.00; and
- (4) Worker's Compensation insurance in the amounts required by applicable laws of the State of Texas.
- (5) Professional Liability insurance with limits not less than \$2,000,000 per claim/annual aggregate.

B. Consultant further agrees to name the City as an additional insured on the Commercial General Liability, Contractual Liability and Automobile Liability policies. Such insurance policies shall contain provisions to the effect that the naming of the City as an additional insured shall not affect any recovery to which the City would be entitled under the policy if it were not so named and that the insurance is primary and shall be without contribution from any similar insurance available to the City.

C. Certificates of insurance verifying each of the above conditions and providing for thirty (30) days' prior written notice of cancellation or reduced coverage shall be submitted to the City within thirty (30) days of the execution of this Contract.

D. Additionally, consultant agrees to comply with applicable requirements of Section 103.4 (Insurance) of the Standard Specifications for Public Works Construction – North Central Texas, latest Edition, as prepared by the North Central Texas Council of Governments (NCTCOG).

E. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer or its subcontractor/subconsultants shall not relieve Engineer of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Engineer's insurer or any denial of liability by Engineer's insurer shall not exonerate Engineer from the liability or responsibility of Engineer set forth in this Contract.

25. VENUE

The obligations of the parties to this Contract shall be performable in the City of Cedar Hill, Dallas County, Texas, Venue for any action arising from or related to this Contract shall be the State District Courts and/or County Courts at Law in Dallas County, Texas.

26. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law or choice of law principles of Texas or of any other state.

27. LEGAL CONSTRUCTION

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

28. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

29. PUBLISHED MATERIAL

Engineer agrees that the Director shall review and approve any written material about City projects or activities prior to being published by Engineer.

30. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes

only and shall not alter any substance of the terms and conditions of this Contract.

31. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

32. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

[Remainder of Page Intentionally Blank]

EXECUTED this ____ day of _____, 20____, by the City, by and through its City Manager, passed and approved by the City Council on the ____ day of _____, 20____, and by the Engineer acting through its duly authorized official.

APPROVED AS TO FORM:
Ron MacFarlane
City Attorney

CITY OF CEDAR HILL
Rob Franke
Mayor

BY _____
City Attorney

BY _____
Mayor

ATTEST:

ENGINEER:

BY _____
City Secretary

BY _____
Operations Manager

EXHIBIT A

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Engineer Services Agreement for Paving, Drainage, Water/Wastewater, CDBG, ADA, and other miscellaneous infrastructure improvements, dated the XX day of Month, 2014, by and between the City of Cedar Hill and the firm of [Firm Name].

PART I. The Engineer will perform engineering services generally described as [Project Name/Description] in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the City and the Engineer as well as the work schedule are further detailed in exhibit A which is attached hereto and made part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$XXX.XX. This amount is based upon fees set forth in Exhibit A, Compensation and Payment, which is attached and made part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article VIII - Compensation of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on TBD, unless extended by a supplemental Work Authorization.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER:

Signature	Date
Typed/Printed Name and Title	

THE CITY OF CEDAR HILL

Executed for and approved by the City of Cedar Hill for the purpose and effect of activating and/or carrying out orders, established policies or work programs heretofore approved and authorized by the City of Cedar Hill.

Signature	Date
Typed/Printed Name and Title	

LIST OF ATTACHMENTS

Attachment A: Project Scope



CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: February 11, 2014

Agenda Item Wording: Consider adoption of Resolution No. R14-398 supporting the submission of a continuation application for one Victim Assistance Manager from the Office of Governor, General Victim Assistance – Direct Services Program.

Summary:

The Police Department desires to submit a continuation application for the third year of a three year Office of the Governor, General Victim Assistance – Direct Services Program Grant. This grant will provide 50% funding (\$37,833) for one (1) Victim Assistance Manager. The grant for the one (1) Victim Assistance Manager will expire in 2015. The General Victim Assistance – Direct Services Program Grant requires a 20% (\$9,471) City match in funds.

Victim assistance services are state mandated; requiring each law enforcement agency provide crime victim services in accordance with Article 56.04 of the Texas Code of Criminal Procedures. The Victim Assistance Manager (Ms. Jana Rogers) works with over 500 victims a year. Referrals are received either through police calls for service, word of mouth or from other city employees. Ms. Rogers collaborates with a variety of federal, state and local agencies to aid in the recovery of crime victims. To date, she has assisted Cedar Hill crime victims in recovery of approximately \$1.26 million in services related to their victimization.

The Police Department has received full and partial grant funding for this position since October 1999. Police staff recommends absorbing the Victim Assistance Manager position in to the general fund if additional grant funding is not available beginning FY 2014-15. The cost will be approximately \$38,000. This is consistent with other full time grant positions the Police Department received as grant funds expired (School Resource Officers, Gang Officer, Civilian Investigator, and Sex Offender Compliance Officer).

The City Attorney has reviewed the resolution and approved it as to form.

Funding Source: General Fund and Office of the Governor, General Victim Assistance – Direct Services Program.

Recommended Action: Adopt Resolution No. R14-398.

Department: Police
Contact / Phone No: Chief S. L. Rhodes 972.291.5181 X2018

Attachments: Yes If yes, how many pages: 1

Resolution No. R14-398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, IN SUPPORT OF THE SUBMISSION OF THE CONTINUATION GRANT APPLICATION FOR A GENERAL VICTIM ASSISTANCE DIRECT SERVICES GRANT FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR THE FAMILY, YOUTH, AND VICTIM SERVICES DIVISION, TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Texas Criminal Justice Division is accepting General Victim Assistance Direct Services Grant applications for Victim Services Projects;

WHEREAS, the City Council of the City of Cedar Hill finds it in the best interest of the citizens of Cedar Hill, that the Family, Youth, and Victim Services Division be operated for the FY2015; and

WHEREAS, the City Council of the City of Cedar Hill, Texas, agrees to provide any matching funds for the Family, Youth, and Victim Services Division as required by General Victim Assistance Direct Services grant application, either cash or in-kind; and

WHEREAS, in the event of loss or misuse of CJD funds, the City Council of the City of Cedar Hill, Texas, will return to the Office of the Governor, Criminal Justice Division, all funds in full.

WHEREAS, the City Council of the City of Cedar Hill, Texas, designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate a grant application for the Family, Youth, and Victim Services Division with the Office of the Governor, Criminal Justice Division; on behalf of the City of Cedar Hill Police Department.

WHEREAS, the City Council of the City of Cedar Hill, Texas, will not use the existence of an award to offset or decrease total salaries, expenses, and allowances that the Cedar Hill Police Department receives from the City Council of Cedar Hill, Texas at or after the time the grant is awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS approves submission of the continuation grant application for the Family, Youth, and Victim Services to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, THIS THE _____ DAY OF _____, 2014.

MAYOR, CITY OF CEDAR HILL, TEXAS

APPLICATION CONFIRMATION NUMBER:_____

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: February 11, 2014

Agenda Item Wording: Consider appointing David Wilson as a voting member of the Economic Development Corporation Board.

The Economic Development Corporation Board currently has a voting member vacancy. Please consider elevating David Wilson from ex-officio member to a voting member.

Funding Source: N/A

Recommended Action: Appointment of David Wilson as a voting board member.

Department:	Economic Development	
Contact / Phone No:	Allison Thompson	972.291.5132
Attachments:	No	If yes, how many pages: 0