



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING
AND JOINT EXECUTIVE SESSION WITH THE SEAGOVILLE
ECONOMIC DEVELOPMENT CORPORATION
AGENDA**

MONDAY, OCTOBER 16, 2017

**City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159**

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Discuss roll-off costs and solid waste program with Republic Services**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Recognition – Patrick Harvey, Shirley Booth, and Gail Lawrence

Mayor's Report

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for October 2, 2017 (City Secretary)**
- 2. Consider approving a resolution authorizing the Mayor to sign a contract extension with the Dallas Area Agency on aging (DAAA) (Library Director)**
- 3. Consider approving a resolution authorizing the City Manager to execute an agreement with Toshiba Business Solutions for photocopier lease and maintenance (Library Director)**
- 4. Consider approving a resolution designating the Daily Commercial Record as the City of Seagoville official newspaper (City Secretary)**

REGULAR AGENDA-

- 5. Discussion concerning maintenance of Seagoville Road (Councilmember Magill)**
- 6. Discuss and consider approval of a Resolution ratifying and approving change order expenditures for unbudgeted improvements related to the Woodhaven Subdivision Street Improvement Project in an amount not to exceed \$85,405.52 (Community Development Director)**
- 7. Discuss and consider approval of a Resolution authorizing the City Manager to issue a purchase order to C&M Concrete for road repair on various streets within the City of Seagoville. (Community Development Director)**
- 8. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 9. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.**

SEDC Call to Order

- 10. Joint Executive Session with Seagoville Economic Development Corporation**

Recess into Executive Session in compliance with Texas Government Code:

- (A) Section 551.087: Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: “Project Cake.”**

11 . Reconvene Into Regular Session

Council and SEDC will reconvene into open session, and take action, if any, on matters discussed in Joint Executive Session.

SEDC Adjourn

12. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

(B) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.

13. Reconvene Into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

Adjourn

Posted Thursday, October 12, 2017 by 5:00 P.M.

Kandi Jackson, City Secretary

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville 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 Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- **Monday, November 6, 2017 Regular City Council meeting.**
- **Monday, November 20, 2017 Regular City Council Meeting.**

Consent Session Agenda Item: 1

Meeting Date: October 16, 2017

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for October 2, 2017.

BACKGROUND OF ISSUE:

Approve City Council Minutes for October 2, 2017.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

October 2, 2017 City Council Work Session Meeting Minutes
October 2, 2017 City Council Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
OCTOBER 2, 2017**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, October 2, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Water Utilities Director Phil DeChant, HR Director/Risk Manager Cindy Brown, and City Secretary Kandi Jackson.

B. Hilltop Securities Presentation – Debt Funding

Finance Director Harvey introduced Managing Director Jason Hughes from First Southwest (a division of Hilltop Securities).

Managing Director Jason Hughes presented Debt Funding.

A. Discuss regular session agenda items

Item #1 There were no questions.

Item #2 Community Development Director Barr stated 504 Dice and 442 Ard Road are tax foreclosed properties that Dallas County is preparing for resale.

Item #3 Water Utilities Director DeChant stated Half Associates provided a scope of services and fee proposal for the update of Seagoville's water system hydraulic model and master plan. He also stated this project is necessary to update the City's existing model with the most current information.

City Manager Stallings stated the remainder of the agenda items will be discussed during Regular Session.

Adjourned at 6:46 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
OCTOBER 2, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, October 2, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Senior Finance Account Gail Lawrence, Payables/Payroll Administrator Shirley Booth, Police Support Services Manager Christine Dykes, Officer Kenny Dickerson, Water Utilities Director Phil DeChant, HR Director/Risk Manager, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Harold Magill.*

Pledge of Allegiance – *Pledge of Allegiance was led by Mayor Childress.*

Recognition – **Christine Dykes, Kenny Dickerson, Gail Lawrence, Shirley Booth, Patrick Harvey, and Cindy Brown**

Mayor's Report – *Mayor presented awards to Staff.*

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

None.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting Minutes for September 18, 2017 (City Secretary)**

- 2. Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 504 Dice Street and 442 Ard Road, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (Community Development Director)**

Motion to approve Consent Agenda as read – Magill, seconded by Epps; motion passed with all ayes 5/0.

REGULAR AGENDA-

- 3. Consider approving a resolution authorizing the City Manager to execute an agreement with Halff Associates, Inc. for the purpose of preparing a Water System Master Plan (City Manager)**

Motion to approve a resolution authorizing the City Manager to execute an agreement with Halff Associates, Inc. for the purpose of preparing a Water System Master Plan – Epps, seconded by Howard; motion passed with all ayes 5/0.

- 4. Consider approving a resolution authorizing the City Manager to execute an agreement with HALFF Associates, Inc., for professional services on a task order basis; and approving Work Order #1 for assistance with the City’s Storm Water Management Plan in an amount not to exceed \$29,400.00; and approving Work Order #2 for general on-call consultation services related water and wastewater services and for incorporating the City’s GIS maps for its utilities into the City Works Software Platform, in an amount not to exceed \$30,000.00 (City Manager)**

Motion to approve a resolution authorizing the City Manager to execute an agreement with Halff Associates, Inc., for professional services on a task order basis; and approving Work Order #1 for assistance with the City’s Storm Water Management Plan in an amount not to exceed \$29,400.00; and approving Work Order #2 for general on-call consultation services related water and wastewater services and for incorporating the City’s GIS maps for its utilities into the City Works Software Platform, in an amount not to exceed \$30,000.00 – Magill, seconded by Fruin; motion passed with all ayes 5/0.

5. Conduct a public hearing concerning Summer Lakes request to rezone approximately 86.39 acre tract from Residential 1 (R-1) zoning to Planned Development (PD-1705) zoning and amend the Comprehensive Land Use Plan (Community Development Director)

Developer Pat Atkins at 3076 Hayes Lane, Rockwall, Texas presented Summer Lakes Subdivision.

Mayor Childress opened the public hearing at 7:07 p.m.

Craig Wagoner at 2500 Seagoville Road, stated his home is not on city sewer. He is concerned because there is not a plan presented for a lift station and the new homes will be on city sewer. Developer Pat Atkins stated a lift station will be required to be part of the development plan.

Councilmember Fruin asked if the 288 units are approved will there be a lift station installed. Water Utilities Director DeChant stated a lift station will be installed.

Councilmember Hernandez asked if Atmos could replace the old gas line. Developer Pat Atkins stated they are working with Atmos to relocate the gas line. Councilmember Hernandez stated he would like City Hall to help in that process.

Marjory Barclay at 910 Ard Road, stated she is concerned because only half of the road will be paved. Community Development Director Barr stated it is required for one half of the roadway to be paved, curb and gutter to the end of the subdivision. City Manager Stallings stated the road will be a two-lane paved road.

Jerry Yearout at 710 E. Simonds, stated he is happy that developers want to build in Seagoville. He asked who would be responsible for paying for the lift station. Developer Pat Atkins stated it is a requirement for the developer to construct and design the lift station.

Jerry Yearout stated he would like to see fiber optics added to the development for residents.

Jean Curtis at 811 Ard Road, stated her concern is the road. She feels the road should be completely paved.

Councilmember Hernandez asked Staff to explain the road.

City Manager Stallings stated the road will be two lanes, paved with curb and gutter, and striped. Developer Pat Atkins stated the ditches will be torn out and replaced with appropriate drainage which will eliminate the bar ditches. He also stated the road will be paved and that is a requirement with the development of the property.

Councilmember Hernandez asked if there will be a sidewalk at Ard Road and Seagoville Road. Developer Pat Atkins stated yes, there will be a sidewalk.

Silverio Vasquez at 2609 Seagoville Road, asked if there is a list of builders that are interested in the development.

Developer Pat Atkins stated yes there is a list.

Mayor Childress closed the public hearing at 7:51 p.m.

- 6. Discuss and consider adopting an ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas, County, Texas, as heretofore amended, by granting a change in zoning from Residential-1 (R-1) to Planned Development (PD-1705) for 86.39 acres of land located on the Northeast corner of Seagoville Road and Ard Road, Seagoville, Dallas County, Texas and being legally described in exhibit “A”, attached hereto and incorporated herein; providing for the amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit “A”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

Councilmember Magill stated he is concerned because the city continues to use a Planned Development (PD) to violate zoning ordinances.

Councilmember Hernandez asked to amend Item Q to include a fence on the north and east side of the development.

Motion was made to adopt an ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas, County, Texas as heretofore amended by granting a change in zoning from Residential-1 (R-1) to Planned Development (PD-1705) for 86.39 acres of land located on the Northeast corner of Seagoville Road and Ard Road, attached hereto and incorporated herein; providing for the amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit “A”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date – Hernandez, seconded by Howard;

City Attorney Allen asked Councilmember Hernandez to correct his motion to include the amendment.

Motion was made to adopt an ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas, County, Texas as heretofore amended by granting a change in zoning from Residential-1 (R-1) to Planned Development (PD-1705) for 86.39 acres of land located on the Northeast corner of Seagoville Road and Ard Road, attached hereto and incorporated herein; providing for the amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit "A"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date, and amending Item Q to include a fence on the north and east side of the development – Hernandez, seconded by Howard; motion passed 4 ayes (Howard, Hernandez, Epps, Fruin) 1 nay (Magill).

- 7. Discuss and consider adopting an ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 25, Zoning, by amending Division 16, "C Commercial District Regulations", Section 25.02.371, by deleting motel from the list of permitted uses; and, amending Division 26, "Special Uses", Section 25.02.631, by adding number (64) to provide for a hotel/motel in a commercial district with development regulations; providing a severability clause; providing a repealing clause; and providing an effective date (Community Development Director)**

Motion to approve an ordinance amending the Code of Ordinances, Chapter 25, Zoning, by amending Division 16, "C Commercial District Regulations", Section 25.02.371, by deleting motel from the list of permitted uses; and, amending Division 26, "Special Uses", Section 25.02.631, by adding number (64) to provide for a hotel/motel in a commercial district with development regulations; providing a severability clause; providing a repealing clause; and providing an effective date – Epps, seconded by Magill; motion passed with all ayes 5/0.

- 8. Consider approving a resolution for the purchase of three unmarked 2018 Dodge Chargers with all required emergency and communication equipment, total cost of seventy three thousand four hundred thirty two dollars and thirty cents (\$73,432.30); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**

Motion to approve a resolution for the purchase of three unmarked 2018 Dodge Chargers with all required emergency and communication equipment, total cost of seventy three thousand four hundred thirty two dollars and thirty cents (\$73,432.30); authorizing the City Manager to execute any and all necessary documents; and providing an effective date - Hernandez, seconded by Magill; motion passed with all ayes 5/0.

- 9. Consider approving of a resolution for the purchase of a 2018 Ford F-150 extended cab with all required LED warning light equipment, communication equipment, animal containment slide in unit, city graphics, backup camera and all other accessories total cost of Thirty Five Thousand, Nine Hundred Forty Two dollars and Zero cents (\$35,942.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**

Motion to approve a resolution for the purchase of a 2018 Ford F-150 extended cab with all required LED warning light equipment, communication equipment, animal containment slide in unit, city graphics, backup camera and all other accessories total cost of thirty five thousand, nine hundred forty two dollars and zero cents (\$35,942.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Howard, seconded by Epps, motion passed with all ayes 5/0.

- 10. Consider approving a resolution for the purchase of a 2018 Chevrolet Tahoe with all required emergency equipment, communication equipment, departmental graphics, camera system, and all other accessories total cost of fifty six thousand, eight hundred sixty two dollars and fifteen cents (\$56,862.15); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**

Motion to approve a resolution for the purchase of a 2018 Chevrolet Tahoe with all required emergency equipment, communication equipment, departmental graphics, camera system, and all other accessories total cost of fifty six thousand, eight hundred sixty two dollars and fifteen cents (\$56,862.15); authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Epps, seconded by Howard; motion with all ayes 5/0.

- 11. Consider approving a resolution for the purchase of 30 Dual Band VHF, 700 / 800 MHz portable radios and all associated accessories total cost of seventy nine thousand, eight hundred sixty four dollars and seventy cents (\$79,864.70); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)**

Motion to approve a resolution for the purchase of 30 Dual Band VHF, 700 / 800 MHz portable radios and all associated accessories total cost of seventy nine thousand, eight hundred sixty four dollars and seventy cents (\$79,864.70); authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes 5/0.

- 12. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

Mayor Pro Tem Epps wanted to remind everyone that Seagofest begins Thursday and National Night Out is Tuesday.

- 13. Future Agenda Items – Council to provide direction to staff regarding future agenda**

Councilmember Magill stated he would like to see the 200-foot requirement for zoning change notification changed to 500- feet.

Councilmember Fruin would like to revisit commercial roll-off dumpster ordinance.

Adjourned at 8:03 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: October 16, 2017

ITEM DESCRIPTION

Consider approving a resolution authorizing the Mayor to sign a contract extension with the Dallas Area Agency on aging (DAAA)

BACKGROUND OF ISSUE:

City staff requests to extend the existing agreement with the Dallas Area Agency on Aging (DAAA) Senior Services and Congregate Meal Program. The City's contract with DAAA expires on September 30, 2017. The contract extension with DAAA allows our Senior Services program to continue serving meals to eligible seniors for a period of one (1) year, from October 1, 2017 through September 30, 2018. In addition, the Dallas Area Agency on Aging provides Senior Center Operations Funding under this Agreement.

The City has received this grant on an annual basis since 1974 and it allows us to hire part-time staff to assist our full-time staff. It also provides funds for supplies. Visiting Nurses Association will provide the congregate meals for our seniors and we are prepared to serve approximately fifty-two senior citizens 60 years old and over on a daily basis. The amount of reimbursement will allow the program to operate on a break even or better basis. The full cost of the meals for eligible seniors is reimbursed through DAAA grant funds and participant contributions. Other non-eligible seniors may lunch as long as they pay full price for their lunch.

FINANCIAL IMPACT:

Of the total Congregate Meal Program expense, the Seagoville Senior Services Program will be responsible for \$5,209.00 in expenditures and indirect costs. The Senior Services Grant will provide \$25,450 or approximately thirteen percent of the City's Senior Center operating budget.

RECOMMENDATION:

Staff recommends extending the current contract with the Dallas Area Agency on Aging.

EXHIBITS

Signed Contract
Fiscal Year 2018 Agreement Amendment and Extension
Resolution 71-R-2017 Authorizing Mayor to sign a contract extension with DAAA

DALLAS AREA AGENCY ON AGING

CONTRACT FOR

OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 40 Texas Administrative Code (TAC) Chapters 81, 83, and 85; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the Dallas Area Agency on Aging, hereinafter referred to as DAAA, and **The City of Seagoville**, hereinafter referred to as SUBRECIPIENT. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2016, and end on September 30, 2017.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2017 Proposal for Services. SUBRECIPIENT'S approved FY2017 Proposal for Services is incorporated by reference into this Agreement as if set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

- a. Eligibility – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.
- b. Residency – No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.
- c. Prohibition of Means Test for Services – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.
- d. Services to Private Membership Prohibited – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2017 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points within the

region and these facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide Congregate Meals to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for the contract period shall be approximately **11,535 meals**. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

SUBRECIPIENT shall also provide Senior Center Operations services to eligible participants. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Administration for Community Living (ACL), the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2017, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2017. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.

DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$5.92** for Title III units. Title III compensation for the provision of services shall not exceed **\$53,931.20**. The SUBRECIPIENT will provide a match of at least **\$5,283.80**. The unit rate for meals purchased with match funds shall be **\$6.50**.

DAAA will pay SUBRECIPIENT on a **cost reimbursement** basis for Senior Center Operations. Title III compensation for the provision of these services shall not exceed **\$25,450.00**. SUBRECIPIENT will provide a match of **\$70,971.90**.

SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

"This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section X, COMPENSATION, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, DAAA will remit funds to SUBRECIPIENT subject to the appropriate administrative procedures and contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA, all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 40 TAC §85.202. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY 2017 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 40 TAC §85.202, UGMS Subpart C ____, 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY 2017 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **\$6.50** per unit. The goal for program income shall be **\$4,550.00**.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions, and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least five (5) years after the termination of this agreement, or five years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated central

location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE PROVIDER REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives \$750,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 40 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the \$750,000 threshold are required to have an accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph .12, 2 CFR Part 200, and HHS policies. DAAA may inform SUBRECIPIENT of the identification as high risk in writing. DAAA may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance or its service providers supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 40 TAC §81.13.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to DAAA from HHS;
- b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service, delivered in accordance with the contract, prior to termination.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to

SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as if set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate, and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAA:

For SUBRECIPIENT:

Ken Goodgames
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

Dennis Childress, Mayor
Name & Title
702 N. Hwy 175.
Address
Seagoville, TX 75159
City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 40 TAC §69.16 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 40 TAC §81.15 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In performance of obligations under this contract, SUBRECIPIENT shall act as an independent contractor and not as an agent, representative or employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein, understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by

SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.

In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for SUBRECIPIENT agency.

FOR SUBRECIPIENT:

Dennis Childress
Typed Name of Authorized Official

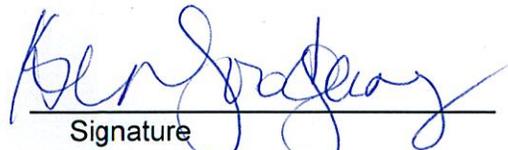
Mayor
Title of Authorized Official


Signature of Official

4-17-17
Date

**FOR THE COMMUNITY COUNCIL OF
GREATER DALLAS/DALLAS AREA AGENCY
ON AGING:**

Ken Goodgames
Chief Executive Officer


Signature

4-20-2017
Date



FISCAL YEAR 2018 AGREEMENT AMENDMENT AND EXTENSION

This Fiscal Year 2018 Agreement Extension is made and entered into as an extension of the Fiscal Year 2017 Agreement for Title III Federal Services dated October 1, 2016, by and between the Dallas Area Agency on Aging, hereafter referred to as the DAAA, and **The City of Seagoville**, hereinafter referred to as SUBRECIPIENT.

WITNESSETH

WHEREAS, the SUBRECIPIENT and DAAA executed an Agreement dated October 1, 2016, for the provision of Title III Federal Services; and,

WHEREAS, Section IV of that Agreement contemplated contract extensions for a specific period, subject to SUBRECIPIENT's satisfactory performance;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the SUBRECIPIENT and DAAA agree as follows:

Contract Term: This Agreement Extension shall become effective on October 1, 2017, and remain in effect through September 30, 2018, unless earlier terminated by the parties.

Performance Measures: SUBRECIPIENT shall provide **Congregate Meals** to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for this Agreement Extension period shall be approximately **11,035 meals**. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

SUBRECIPIENT shall also provide Senior Center Operations services to eligible participants. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

Compensation: DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$6.20** for Title III units. Title III compensation for the provision of services shall not exceed **\$52,948.00**. The SUBRECIPIENT will provide a match of at least **\$5,209.40**. The unit rate for meals purchased with match funds shall be **\$6.81**.

Program Income: Units of service will be purchased with program income at a unit rate of **\$6.81** per unit. The goal for program income shall be **\$5,413.95**.

DAAA will pay SUBRECIPIENT on a **cost reimbursement** basis for Senior Center Operations. Title III compensation for the provision of these services shall not exceed **\$31,450.00**. SUBRECIPIENT will provide a match of **\$70,971.90**.

Coordination with Fiscal Year 2017 Agreement: This Fiscal Year 2018 Agreement Extension is an extension of those contractual provisions, attachments, assurances, etc. of the Fiscal Year 2017 Agreement, and those prior terms and conditions shall remain unchanged and in full force and effect unless otherwise stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as set forth below.

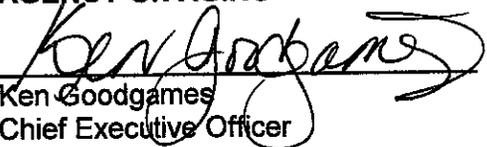
THE CITY OF SEAGOVILLE

Signature

Printed Name

Date

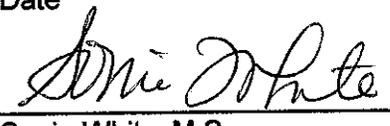
**COMMUNITY COUNCIL OF
GREATER DALLAS/DALLAS AREA
AGENCY ON AGING**



Ken Goodgames
Chief Executive Officer

8/25/17

Date



Sonia White, M.S.
Managing Director Aging Services
Director of Dallas Area Agency on Aging

8/30/2017

Date

*Review, Sign, date
Print*

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 71-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT AMENDMENT AND EXTENSION BY AND BETWEEN THE CITY OF SEAGOVILLE AND THE DALLAS AREA AGENCY ON AGING FOR THE CONTINUATION OF A REIMBURSEMENT PROGRAM FOR EXPENSES RELATED TO THE CONGREGATE MEALS PROGRAM AND THE SEAGOVILLE SENIOR CITIZENS ACTIVITY AND TRANSPORTATION (SSCAT) PROGRAM; AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dallas Area Agency on Aging has contracted with the federal Administration on Aging to administer federal funding for the provision of programs to assist senior citizens in maintaining maximum independence in their homes and communities and to promote a continuum of care for the vulnerable elderly; and

WHEREAS, the Congregate Meal Program, which provides a daily hot lunch for persons age 60 and older, and the Seagoville Senior Citizens Activity and Transportation Program are examples of the federally funded services administered by the Dallas Area Agency on Aging; and

WHEREAS, the City Council of Seagoville Texas, desires to enter into an agreement with the Dallas Area Agency on Aging to continue to receive reimbursement of expenses related to the Congregate Meal Program and the Senior Citizens Activity and Transportation Program.

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

SECTION 1. That the City of Seagoville, Texas hereby approves the terms and conditions of the Agreement Amendment and Extension with the Dallas Area Agency on Aging (“DAAA”) for operation of the Congregate Meal Program and the Seagoville Senior Citizens Activity and Transportation Program, attached hereto and incorporated herein by reference as Exhibit “A”, for the purpose of providing meals, activities and transportation services to qualified senior citizens at the Seagoville Senior Citizens Center on a reimbursement basis.

SECTION 2. That the Mayor is hereby authorized to execute the Agreement attached in Exhibit "A".

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 16th day of October, 2017.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY

Consent Session Agenda Item: 3

Meeting Date: October 2, 2017

ITEM DESCRIPTION

Consider approving a resolution authorizing the City Manager to execute an agreement with Toshiba Business Solutions for photocopier lease and maintenance.

BACKGROUND OF ISSUE:

The City of Seagoville is currently under contract with Toshiba Business Solution for photo copier services. The current four-year contract will expire November 7, 2017. This proposed contract provides a costs savings by extending this proposed contract to a five-year term. Toshiba Business Solutions is a State of Texas Department of Information Resources (DIR) vendor and holds DIR Contract TSO-3042.

FINANCIAL IMPACT:

Each city department has a line item budget for contractual photocopier services charged to account 3703.

The collective financial impact is as follows:

Equipment Rental – \$779 per month	60 months = \$46,740
Estimated Monthly Usage Fee - \$519	60 months = \$31,140

RECOMMENDATION:

Staff recommends approving the proposed contract. In the past, Toshiba has provided a reliable product and good service when needed.

EXHIBITS

Agreement with Toshiba
Resolution 72-R-2017 approving Toshiba Agreement



FMV LEASE AGREEMENT



FINANCIAL SERVICES

APPLICATION NUMBER AGREEMENT NUMBER

The words **Lessee, you, and your** refer to the customer. The words **Lessor, we, us and our** refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

CUSTOMER CONTACT INFORMATION

Legal Company Name:	Seagoville, City of	Fed. Tax ID #:	75-6000663
Contact Person:	Liz Gant	Bill-To Phone:	972-287-7720
		Bill-To Fax:	
Billing Address:	702 N Hwy 175	City, State-Zip:	Seagoville, TX 75159
Equipment Location: (if different from above)	See Schedule A's	City, State-Zip:	

TBS LOCATION

Contact Name:	KIMBERLY HINKLEY	Subsidiary Location:	Toshiba Business Solutions TX
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ITEM DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
Toshiba E-Studio 5506AC		
Toshiba E-Studio 5506AC		
Toshiba E-Studio 3508A		
Toshiba E-Studio 2508A		

See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	60	of	\$ 778.97	(plus applicable taxes)	Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16 3. Return Equipment
Security Deposit:	\$ -	<input type="checkbox"/>	Received		
Documentation Fee:	\$75.00 (included in First Invoice)				

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name:	Patrick Stallings	Signature: X	Title:	City Manager	Date:	10/03/2017
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PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor	Signature: X	Date:
Print Name of 2nd Guarantor	Signature: X	Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.
2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
9. ~~**Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.~~
10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion. (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. ~~You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal.~~ If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
19. ~~**Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.~~
20. ~~**Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.~~
21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.

TOSHIBA

BUSINESS SOLUTIONS

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	Seagoville, City of	Department Name:	City Hall
Street Address / P.O. Box:	702 N Hwy 175	Bldg / Room / Suite:	
City:	Seagoville	St:	TX
		Zip:	75159
Phone Number:	972-287-7720	Contact Name:	
		Fax Number:	

ITEM DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	STARTING METER
1. ES6506AC with saddle-stitch finisher, hole punch		
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This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Print Name:	Patrick Stallings	Signature:	X	Title:	City Manager	Date:	10/03/2017
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TOSHIBA

BUSINESS SOLUTIONS

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	Seagoville, City of	Department Name:	Police Department
Street Address / P.O. Box:	600 N Hwy 175	Bldg / Room / Suite:	
City:	Seagoville	St:	TX
		Zip:	75159
Phone Number:	972-287-7720	Contact Name:	
		Fax Number:	

ITEM DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	STARTING METER
1. ES506AC with saddle-stitch finisher, hole punch		
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Print Name:	Patrick Stallings	Signature:	X	Title:	City Manager	Date:	10/03/2017
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TOSHIBA

BUSINESS SOLUTIONS

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	Seagoville, City of	Department Name:	Library
Street Address / P.O. Box:	702 N Hwy 175	Bldg / Room / Suite:	
City:	Seagoville	St:	TX
		Zip:	75159
Phone Number:	972-287-7720	Contact Name:	
		Fax Number:	

ITEM DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	STARTING METER
1. Toshiba E-Studio 3508A, RADF, Finisher, hole punch, LCF		
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Print Name:	Patrick Stallings	Signature:	X	Title:	City Manager	Date:	10/03/2017
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TOSHIBA

BUSINESS SOLUTIONS

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	Seagoville, City of	Department Name:	Senior Center
Street Address / P.O. Box:	304 E Farmers	Bldg / Room / Suite:	
City:	Seagoville	St:	TX
		Zip:	75159
Phone Number:	972-287-7720	Contact Name:	
		Fax Number:	

ITEM DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	STARTING METER
1. Toshiba E-Studio 2508A, RADF, Finisher, Hole Punch, LCF		
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CUSTOMER ACCEPTANCE

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Print Name:	Patrick Stallings	Signature:	X	Title:	City Manager	Date:	10/03/2017
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TOSHIBA

BUSINESS SOLUTIONS

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	Seagoville, City of	Department Name:	Court
Street Address / P.O. Box:	702 N Hwy 175	Bldg / Room / Suite:	
City:	Seagoville	St:	TX
		Zip:	75159
Phone Number:	972-287-7720	Contact Name:	
		Fax Number:	

ITEM DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	STARTING METER
1. Toshiba E-Studio 2508A, RADF, Stand		
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Print Name:	Patrick Stallings	Signature:	X	Title:	City Manager	Date:	10/03/2017
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TOSHIBA

BUSINESS SOLUTIONS

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	Seagoville, City of	Department Name:	Court Chambers
Street Address / P.O. Box:	702 N Hwy 175	Bldg / Room / Suite:	
City:	Seagoville	St:	TX
		Zip:	75159
Phone Number:	972-287-7720	Contact Name:	
		Fax Number:	

ITEM DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	STARTING METER
1. Toshiba E-Studio 2508A, RADF, LCF, wireless kit		
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Print Name:	Patrick Stallings	Signature:	X	Title:	City Manager	Date:	10/03/2017
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TOSHIBA

BUSINESS SOLUTIONS

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	Seagoville, City of	Department Name:	Service Center
Street Address / P.O. Box:	101 N Watson	Bldg / Room / Suite:	
City:	Seagoville	St:	TX
		Zip:	75159
Phone Number:	972-287-7720	Contact Name:	
		Fax Number:	

ITEM DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	STARTING METER
1. Toshiba E-Studio 2508A, RADF, stand, Fax		
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CUSTOMER ACCEPTANCE

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Print Name:	Patrick Stallings	Signature:	X	Title:	City Manager	Date:	10/03/2017
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FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name	<u>Seagoville, City of</u>	DBA Name (If Any)	<u>City of Seagoville</u>
	Billing Address	<u>P. Box, 369</u>	Phone Number	<u>972-287-7720</u>
	City	<u>Seagoville</u>	County	<u>Dallas</u> State <u>TX</u> Zip Code <u>75159</u>
	Lease Number	<u>see schedule A's</u>		

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name <u>Patrick Stallings</u>
	Title <u>City Manager</u> Date <u>10/23/2017</u>
	Name of Government Entity <u>City of Seagoville</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

050EDOC098v1



AIMS MAINTENANCE CONTRACT

MA-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: KIMBERLY HINKLEY

9/26/2017

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name: <u>Seagoville, City of</u>	Bill to Number:
Billing Address: <u>702 N Hwy 175</u>	Phone #: <u>972-287-7720</u> Ext. Fax #:
Address 2:	Contact: <u>Liz Gant</u> Customer PO #: -
City: <u>Seagoville</u> State: <u>TX</u> Zip: <u>75159</u>	email: <u>lgant@seagovillelibrary.org</u>

INVOICE / METER COLLECTION INFORMATION

Meter Collection: <u>CloudConnect</u>	Electronic Invoicing: <u>Yes</u>	Invoice Location: <u>Customer Address</u>	Term: <u>12 Months</u>
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SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
5506AC B/W	Black	<input type="radio"/>	Images	CPC	Monthly	0.00675	Monthly
5506Ac Color	Color	<input type="radio"/>	Images	CPC	Monthly	0.0375	Monthly
3508A	Black	<input type="radio"/>	Images	CPC	Monthly	0.0073	Monthly
2508A	Black	<input type="radio"/>	Images	CPC	Monthly	0.00785	Monthly
ES 237	Black	<input type="radio"/>	Images	CPC	Monthly	\$0.01000	Monthly
Total Minimum Payment				\$ -			

DECLINATION

Customer is declining maintenance on the equipment listed above.

Printed Name:	Signature:
Title: _____ Date: _____	

SPECIAL INSTRUCTIONS

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer: <u>Seagoville, City of</u>	Toshiba Business Solutions		
Printed Name: <u>Patrick Stallings</u>	Printed Name:		
Signature: _____	Signature: _____		
Title: <u>City Manager</u> Date: <u>10/03/2017</u>	Title: _____	Effective Date: _____	

TERMS AND CONDITIONS (CONTINUED)

- 1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
- 2. Term.** This Contract will remain in force for months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
- 3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
- 4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
- 5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
- 6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.
- Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.
- 7. CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner. If OEM is requested, current pricing per unit is subject to change.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
- 8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
- 9. INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
- 10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.
- 11. MOVES/ADDS/CHANGES.** In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.
- 12. EXCLUSIONS.** Service under this Contract does not include:

(b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

13. CUSTOMER OWNED EQUIPMENT. (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.

14. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

15. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party taking the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

MAS-1.0.0

Sales Representative: KIMBERLY HINKLEY
 Customer Name: Seagoville, City of

SALES PACKET NUMBER: _____ DATE: 9/26/2017
 Bill to Number: _____

POOL DETAILS		DESCRIPTION: 5506AC B/W		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
5506AC		City Hall		
5506AC		Police Department		

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Black	0	Images	CPC	Monthly	\$0.00675	Monthly

POOL DETAILS		DESCRIPTION: 5506Ac Color		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
5506AC		City Hall		
5506AC		Police Department		

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Color	0	Images	CPC	Monthly	\$0.03750	Monthly

POOL DETAILS		DESCRIPTION: 3508A		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
3508A		Library		

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Black	0	Images	CPC	Monthly	\$0.00730	Monthly

POOL DETAILS		DESCRIPTION: 2508A		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
2508A		Senior Center		
2508A		Court		
2508A		Service Center		
2508A		Court Chambers		

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Black	0	Images	CPC	Monthly	\$0.00785	Monthly

AM-1.0.0

SALES PACKET NUMBER

DATE

9/26/2017

Sales Representative: KIMBERLY HINKLEY

CUSTOMER INFORMATION

Customer Name: Seagoville, City of	Customer Contact: Liz Gant
Billing Address: 702 N Hwy 175	Phone #: 972-287-7720 Ext. Customer PO #:
Suite #:	Meter Contact: <u>Liz Gant</u> Meter Phone: <u>972-287-7720</u>
City: Seagoville State: TX Zip: 75159	Meter Email: <u>lgant@seagovillelibrary.org</u>

METER COLLECTION CHOICES:

Let your printers and copiers do the reporting for you.



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software at time of installation that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Self Reporting Assets (SRA)

This requires the Toshiba device to be set up at installation to email meters to TBS once a month automatically. Emails from the Toshiba device are sent to TBS billing department where we manually enter in the meter readings. (Must have Scan to Email set up)

4 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

Yes No



Email Attachment and Web:

Yes No



Email Address for invoice notifications: sbooth@seagoville.us

CUSTOMER ACCEPTANCE:

Print Name: Patrick Stallings Signature: _____ Title: City Manager Date: 10/03/2017

SALES PACKET NUMBER

EFFECTIVE DATE

9/26/2017

Sales Representative: KIMBERLY HINKLEY

CUSTOMER INFORMATION

Customer Name: Seagoville, City of	Customer Contact: Liz Gant	Customer PO #:
Billing Address: 702 N Hwy 175	Phone #: 972-287-7720 Ext.	
Address 2:	IT Contact: Shawn Davis	IT Phone #: 972-886-4214
City: Seagoville State: TX Zip: 75159	eMail: seagoville@baxterit.com	

CONNECTIVITY OPTIONS (Check All That Apply)

OPTION A: Remote Network Administrator Integration and Training **FREE (\$300 Value)**

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

OPTION B: Custom Network Integration - Variable / Additional Charges

Qty

Unit Description

Unit Description	Qty
• Base Device Configuration - Setup of Network Protocols on Device	
• Print Driver Installation	
• PC Fax Driver Installation	
• Print Driver and PC Fax Driver on same Workstation	
• Scan to Copier Controller	
• Scan to Network Folder	
• Scan to Email - Initial Setup of communication to local SMTP server	
- Additional Setup per Scanning Template	
- Off-site SMTP Server	
- Additional Setup per Scanning Template	
• Incoming Fax Routing to Copier Controller	
• Incoming Fax Routing to Network Folder Location	
• Incoming Fax Routing to Email - Initial Setup of SMTP Server	
Communication to a Local SMTP Server	
- Additional Setup per Destination	
- Off-site SMTP Server	
- Additional Setup per Destination	
• User Code Enforcement	
• Copier Configuration Backup and Restore	
Device	
Workstation	
Workstation	
Workstation	
Scanning Template	
Scanning Template	
Initial Setup	
Scanning Template	
Hour Until Completion	
Scanning Template	
Fax Destination	
Fax Destination	
Initial Setup	
Destination	
Hour Until Completion	
Destination	
10 User Codes	
Backup/Restore Event	

Total Connectivity Fee \$ -

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$ 150.00 Per Hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Patrick Stallings	Signature: X	Title: City Manager	Date: 10/03/2017
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DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
 2. Charges to install or improve telephone lines.
 3. Charges to improve electrical service and/or network lines.
 4. Network wiring to improve or connect the hardware to a computer or network.
 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
 8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 72-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A SIXTY (60) MONTH LEASE AND MAINTENANCE AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR COPIERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an agreement for the lease and maintenance of copiers; and

WHEREAS, Toshiba Business Solutions will provide seven copiers to the City and will supply all staples, copier toner and other related supplies for those machines for the term of the Agreement; and

WHEREAS, Toshiba Business Solutions will also respond to service requests on an as-needed-basis at no additional cost; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Agreement and has determined it to be in the best interest of the City of Seagoville to approve the Agreement.

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign a lease and maintenance agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with Toshiba Business Solutions for copiers and related maintenance.

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 16th day of October, 2017.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Consent Session Agenda Item: 4

Meeting Date: October 16, 2017

ITEM DESCRIPTION

Consider approving a resolution designating the Daily Commercial Record as the City of Seagoville official newspaper.

BACKGROUND OF ISSUE:

The Charter provides for ordinances imposing any penalty, fine or forfeiture to become effective only after having been published once in its entirety or by caption form after adoption, in a newspaper designated as the official newspaper of the City. In addition, public hearings, bid notices, election notices, etc. are published in this same paper.

For a newspaper to qualify to be considered the municipalities “*official*” newspaper, the following criteria must be met:

- (1.) Devote not less than 25% of its total column lineage to general interest items;
- (2.) Be published at least once each week;
- (3.) Be entered as 2nd class postal matter in the county where published; and
- (4.) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notice. Tex. Gov’t Code § 2051.044

The Daily Commercial Record was designated the “*official*” newspaper in April, 2016 due to the Suburbia News no longer being in business.

The Daily Commercial Record is the “*official*” newspaper for the City of Garland, Garland ISD, City of Mesquite, Dallas County and Balch Springs. The Daily Commercial Record has five (5) publications a week which is helpful to staff when scheduling public hearings.

FINANCIAL IMPACT:

Advertisement costs vary each year based on Planning & Zoning activity, volume of ordinances, number of elections, etc. Funds are allocated in the City Secretary budget for expenditure.

RECOMMENDATION:

Staff recommends designating Daily Commercial Record as the “*official*” newspaper, if the Council so desires.

EXHIBITS

Resolution 70-R-2017 designating Daily Commercial Record as official newspaper

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 70-R-2017

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
DESIGNATING THE *DAILY COMMERCIAL RECORD* AS
THE OFFICIAL NEWSPAPER FOR THE CITY OF
SEAGOVILLE, TEXAS; PROVIDING FOR REPEAL OF
ANY AND ALL RESOLUTIONS IN CONFLICT;
PROVIDING FOR SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 52, Section 52.004, Texas Local Government Code requires that as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall designate, by ordinance or resolution, a public newspaper to be the municipality's official newspaper until another newspaper is selected; and

WHEREAS, the public newspaper serving the City of Seagoville, Texas and the local area that the most widely read is the *Daily Commercial Record*; and

WHEREAS, the *Daily Commercial Record* meets all the requirements for service as the official newspaper of the City:

- (1) Devote not less than 25% of its total column lineage to general interest items;
- (2) Be published at least once each week;
- (3) Be entered as 2nd class postal matter in the county where published; and
- (4) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notices.

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

SECTION 1. The *Daily Commercial Record* is hereby designated the official newspaper for the City of Seagoville, Texas.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all Resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 16th day of October, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Session Agenda Item: 5

Meeting Date: October 16, 2017

Item Description

Discussion concerning maintenance of Seagoville Road.

BACKGROUND OF ISSUE:

Councilmember Harold Magill requested an Agenda Item to discuss maintenance of Seagoville Road.

FINANCIAL IMPACT:

N/A

EXHIBITS

- A. Memorandum from the City Manager concerning maintenance of Seagoville Road.



OFFICE OF THE CITY MANAGER
CITY OF SEAGOVILLE, TEXAS
702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159
972.287.2050

Patrick Stallings, City Manager
Email: pstallings@seagoville.us
Direct Dial: 972.287.6807

MEMORANDUM

TO: Members of the City Council

FROM: Patrick Stallings, City Manager

RE: Maintenance of Seagoville Road

DATE: October 16, 2017

This communication is in response to Councilmember Harold Magill's request for a status update on the maintenance of Seagoville Road. Over the past year Seagoville Road has been treated with crack sealant, which reduces the vulnerability to water penetrating the surface of the roadway and causing damage to the subbase. This fiscal year staff intends to identify specific areas of Seagoville Road that will be repaired/replaced.

The maintenance of our City's roadways is a staff priority and concrete repair/replacement is one of the top items on staff's agenda for this fiscal year's budget. Council approved \$431,000 in the street maintenance budget and another \$300,000 was transferred from last fiscal year's budget, which brings the total funds available to make roadway repairs to \$731,000 for this fiscal year. There may be additional funds available as soon as the Woodhaven Subdivision Street Replacement Project is completed.

Last fiscal year concrete repair/replacement was conducted on Malloy Bridge Road, this year Seagoville Road will be the target of most of the concrete repair/replacement. Staff anticipates seeking Council approval to repair/replace approximately \$150,000 of concrete surface on Seagoville Road this fiscal year. A timeline for the repairs has not been set, as we are only 16 days into the new fiscal year.

Our streets just like neighboring communities streets are a work in progress. Roadway surfaces require constant attention. That being said, unless there is a development of some form of roadway surface treatment that does not degrade due to the elements, we will always have roadway surface issues to contend with.

Regular Session Agenda Item: 6

Meeting Date: October 16, 2017

ITEM DESCRIPTION

Discuss and consider approval of a Resolution ratifying and approving change order expenditures for unbudgeted improvements related to the Woodhaven Subdivision Street Improvement Project in an amount not to exceed \$85,405.52.

BACKGROUND OF ISSUE:

On March 20, 2017, the City Council awarded a bid to Anderson Asphalt and Concrete for the concrete curb and gutter replacement and asphalt paving of four (4) streets in the Woodhaven Addition in an amount not to exceed \$799,900.50.

As the work is being performed, it has been determined that manholes need to be lowered or raised to grade, additional concrete is required to repair entryways to the driveways, and other similar unforeseen construction costs that have lead to additional expenditures. These additional expenditures are necessary to ensure the integrity of the construction project is not compromised.

Staff recommends performing the unforeseen construction and approval of the additional change order expenditures to ensure the job is completed correctly. Pursuant to § 252.048 of the TEX. LOCAL GOV'T CODE, staff is seeking City Council ratification and approval of the following additional expenditures:

RTE Rural Water Raise or lower existing Man Holes to grade	\$ 1,650.00
Anderson Asphalt and Concrete Additional Driveways 3,250.6 SY	\$46,483.52
Anderson Asphalt and Concrete Parkhaven Concrete 147 SY	\$16,802.10
Anderson asphalt and Concrete Woodhaven Concrete 153 SY	\$17,487.90
Additional cost for 5000 PSI Concrete 42 SY	\$ 966.00
Additional Cost for 5000 PSI Concrete with High Integrity 42 SY	\$ 2,016.00
TOTAL	\$85,405.52

FINANCIAL IMPACT:

Theses repairs will be funded through the General Fund from the Street Maintenance Program. Total projected cost: an amount not to exceed \$85,405.52

EXHIBITS

Resolution 69-R-2017 authorizing the expenditure
Estimate from RT&E Rural Water
Email estimate from Anderson Asphalt & Concrete Paving LLC

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. 69-R-2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING CHANGE ORDER EXPENDITURES FOR UNBUDGETED IMPROVEMENTS RELATED TO THE WOODHAVEN SUBDIVISION STREET IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$85,405.52; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about March 20, 2017, the City Council awarded a bid to Anderson Asphalt and Concrete for the concrete curb and gutter replacement and asphalt paving of four (4) streets in the Woodhaven Addition in an amount not to exceed \$799,900.50 (seven hundred ninety nine thousand, nine hundred dollars and fifty cents); and

WHEREAS, as the work is being performed, it has been determined that manholes need to be lowered or raised to grade, additional concrete is required to repair entryways to the driveways, and other similar unforeseen construction that results in change order expenditures which were not budgeted at the time the bid was awarded; and

WHEREAS, funding for these additional expenditures is approved in the FY 2017-18; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the change order expenditures and has determined it to be in the best interest of the City to ratify and approve the same in an amount not to exceed eighty-two thousand, seven hundred eighty-nine dollars and fifty-two cents (\$82,789.52);

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

SECTION 1. That the City Council hereby ratifies and approves the change order expenditures in an amount not to exceed eighty-five thousand, four hundred five dollars and fifty-two cents (\$85,405.52), which are attached hereto and incorporated herein as Exhibit A, collectively.

SECTION 2. All resolutions of the City of Seagoville in conflict with the provisions of this resolution be, and the same are, hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement

or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 16th day of October, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 10/10/2017)

Ladis Barr

From: Cory Henneberg <coryh@aacpaving.com>
Sent: Thursday, September 28, 2017 10:02 AM
To: Ladis Barr; 'BSM'
Cc: Pam Thompson
Subject: Total additional Driveways to date

Ladis/Andy,

Per our conversation 09/27/2017 I have calculated additional Driveways to date along with the cost for the additional concrete.

I would recommend a 5,000 PSI Concrete and 5,000 PSI with High Early.

Additional Driveways cost to date	3,250.6	SY	\$14.30	\$46,483.52
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Change Order Request for Parkhaven Concrete 5"	147	SY	\$114.30	\$16,802.10
Change Order Request for Woodhaven Concrete 5"	153	SY	\$114.30	\$17,487.90

TOTAL **\$34,290.00**

Additional cost for 5000 PSI Concrete	42	SY	\$23.00	\$966.00
Additional cost for 5000 PSI Concrete with High Early	42	SY	\$48.00	\$2,016.00

Anderson Asphalt & Concrete Paving, LLC

Cory Henneberg / Project Manager

www.aacpaving.com

2351 West Northwest Highway, Suite 1232 – Dallas, Texas 75220

Office: (214) 352-3400

Fax: (214) 352-3402

Cell: (972) 310-2259

Regular Session Agenda Item: 7

Meeting Date: **October 16, 2017**

ITEM DESCRIPTION

Discuss and consider approval of a Resolution authorizing the City Manager to issue a purchase order to C&M Concrete for road repair on various streets within the City of Seagoville.

BACKGROUND OF ISSUE:

Staff's inspection of Glennrose, Thistlewood, Old Seagoville Road, Bruce Way, Highland Meadows, and the bridge on Malloy Bridge Road revealed several areas within the concrete portion of the roadway that are failing and in need of repair. The City has exhausted normal maintenance efforts such as crack sealing and pothole repair within these affected areas. With pricing available through an Interlocal Cooperative Purchasing Agreement with the City of DeSoto, Texas, staff has obtained estimates from C&M Concrete to repair these areas. If approved, these repairs will significantly improve the roadway surfaces.

Staff recommends the repairs and is seeking City Council approval to authorize the City Manager to issue a purchase order to C&M Concrete in an amount not to exceed sixty-thousand dollars (\$60,000.00) to perform said repairs. These repairs are a part of an ongoing effort to maintain our City's roadways.

FINANCIAL IMPACT:

Theses repairs will be funded through the General Fund from the Street Maintenance Program. The estimates provided by C&M Concrete were submitted under the terms, conditions, specifications and pricing provided to the City of DeSoto, Texas in their Contract for Concrete Improvements Bid. The City of Seagoville has a current and valid ILA with the City of DeSoto for cooperative purchasing, which allows the City of Seagoville to utilize their current bid for concrete improvements.

Total projected cost: \$60,000.00

EXHIBITS

Resolution 68-R-2017 authorizing the expenditure
Estimates from C&M Concrete

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. 68-R-2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO C&M
CONCRETE FOR ROAD REPAIR ON VARIOUS STREETS WITHIN THE CITY OF
SEAGOVILLE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, C&M Concrete submitted an estimate to repair various streets within the City, to wit: Glennrose, Thistlewood, Old Seagoville Road, Bruce Way, Highland Meadows, and the bridge on Malloy Bridge Road; and

WHEREAS, funding for the repairs is approved in the FY 2017-18 Street Maintenance Program budget; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimates and has determined it to be in the best interest of the City to authorize the City Manager to issue a purchase order authorizing C&M Concrete to repair the streets provided herein;

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to issue a purchase order to C&M Concrete in an amount not to exceed sixty thousand dollars (\$60,000.00) as reflected on the estimates, which are attached hereto and incorporated herein as Exhibit A, collectively.

SECTION 2. This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 16th day of October, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 10/10/2017)



C&M Concrete

Chris Bowen
362 Linkview dr
Duncanville TX 75137
bowenchris1@aol.com

Estimate

Number: E1356

Date: May 09, 2017

Bill To:

Patrick Stalling
City Of Seagoville
702 N HWY 175
Seagoville, TX 75159

Ship To:

Glennrose/ Thistlewood

PO Number	Terms	Project
		streets

Description	Quantity	Rate	Amount
30' x 24' x 8" street =	80.00	70.90	5,672.00
18' x 40' x 8" Street	80.00	70.90	5,672.00
12' x 18' x 8" street	24.00	70.90	1,701.60
Total			\$13,045.60



C&M Concrete

Chris Bowen
362 Linkview dr
Duncanville TX 75137
bowenchr1@aol.com

Estimate

Number: E1355

Date: May 09, 2017

Bill To:

Patrick Stalling
City Of Seagoville
702 N HWY 175
Seagoville, TX 75159

Ship To:

old seagoville rd / Bruce

PO Number	Terms	Project
		streets

Description	Quantity	Rate	Amount
32' x 30' x 8" street	106.66	75.00	7,999.50
30 lf curb	32.00	25.00	800.00
Total			\$8,799.50



C&M Concrete

Chris Bowen
362 Linkview dr
Duncanville TX 75137
bowenchris1@aol.com

Estimate

Number: E1357

Date: May 09, 2017

Bill To:

Patrick Stalling
City Of Seagoville
702 N HWY 175
Seagoville, TX 75159

Ship To:

Hieghland Meadows

PO Number	Terms	Project
		streets

Description	Quantity	Rate	Amount
84' x 25' x 8"	226.00	70.50	15,933.00
32' x 16' x 8"	56.88	70.50	4,010.04
80 lf curb	80.00	25.00	2,000.00
Total			\$21,943.04



C&M Concrete

Chris Bowen
362 Linkview dr
Duncanville TX 75137
bowenchris1@aol.com

Estimate

Number: E1381
Date: September 21, 2017

Bill To:

Patrick Stalling
City Of Seagoville
702 N HWY 175
Seagoville, TX 75159

Ship To:

Malloybridge

PO Number	Terms	Project
		brige Repair

Description	Quantity	Rate	Amount
remove concrete Rail along with any out of line concrete form wall solid leving two 6" x 12" hole for water drainage	1.00	6,200.00	6,200.00
Mount gaurd rail directly to wall. City Supply Gaurd Rail			
Safty ends (Crash ends)	2.00	4,200.00	8,400.00
Traffic controlle	1.00	1,200.00	1,200.00
ALT : engineered Traffic Control Plans Additional \$ 1,500.00			
Flag Men Durring work hours (2) men \$320.00 per day			
Arrow board \$350.00 per day each			
Total			\$15,800.00

Regular Session Agenda Item: 8

Meeting Date: October 16, 2017

ITEM DESCRIPTION

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 9

Meeting Date: **October 16, 2017**

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 10

Meeting Date: October 16, 2017

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

(A) Section 551.087: Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: Project Cake.”

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 11

Meeting Date: **October 16, 2017**

ITEM DESCRIPTION:

Reconvene Into Regular Session

Council and SEDC will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 12

Meeting Date: October 16, 2017

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

(A) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 13

Meeting Date: **October 16, 2017**

ITEM DESCRIPTION:

Reconvene Into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A