



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, NOVEMBER 20, 2017**

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

WORK SESSION – 6:30 P.M.

Call to Order

A. Republic Services – Sanitation Contract

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

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 November 6, 2017 (City Secretary)**

REGULAR AGENDA-

- 2. Conduct interviews with Board and Commission applicants. (City Secretary)**

3. **Discuss and Consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying and approving the purchase of 2018 Chevrolet ½ ton 4 wheel drive crew cab pickup in the amount \$44905.75 (Fire Department)**
4. **Discuss and consider approving a Resolution for the purchase of a 2018 Ford F-550 complete with all required heavy-duty suspension, powertrain, and all other accessories total cost of Fifty Three Thousand, Six Hundred Seventy Nine dollars and Zero cents (\$53,679.00) (Community Development Director)**
5. **Discuss and consider approving a Resolution for the purchase of a 102 x 32 Tandem Dual Trailer with Ramps with a total cost of Seven Thousand Nine Hundred Seventy-Five Dollars and Zero cents (\$7975.00) (Community Development Director)**
6. **Discuss and consider approving a Resolution casting the City of Seagoville’s vote for either Brett Franks, Mike Howard, or Michael Hurtt as the suburban cities’ representative to the Dallas Central Appraisal District Board of Directors (City Secretary)**
7. **Discuss the status of street repairs and establish a list of street repair projects (City Manager)**
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.**

10. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

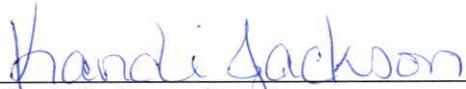
(A)Section 551.087: Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate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

11. Reconvene into Regular Session

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

Adjourn

Posted Thursday, November 16, 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, December 4, 2017 is the next regular City Council meeting.**

Work Session

The following pages are a Work Session Document.

Municipal Contract Solid Waste Collection Services

THIS MUNICIPAL CONTRACT FOR SOLID WASTE SERVICES (the "Contract"), is made and entered into to be effective as of **February 1, 2016** (the "Effective Date") by and between the **City of Seagoville** (the "City"), represented herewith by its duly elected and City Manager, Patrick Stallings, and Republic Waste Services of Texas, Ltd., a Texas limited partnership d/b/a Republic Services of Dallas, duly authorized to do business in the State of Texas ("Contractor").

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

- A.) Effective as of the Effective Date, Contractor is hereby granted a exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for solid waste services according to the provisions of this Contractor and the City Code.
2. The Contract Documents shall include the following documents, and this Contract hereby expressly incorporates the following as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Pricing
 - d. Exhibit D - Waste Material Collection Specifications for Residential Units
 - e. Exhibit E - Waste Material Collection Specifications for Municipal Facilities
 - f. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term if this Contract shall be from **February 1, 2016** (the "Effective Date") until **January 31, 2018** (the "Initial Term"). At the mutual option of the City and Contractor, this Contract may be extended for an additional two (2) year term at the end of the Initial Term (an "Extended Term" and collectively with the Initial Term, the "Term"). by either party providing written notice to the other party of its desire to so extend the Contract no later than ninety (90) days prior to the end of the Initial Term. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions applicable to the Initial Term shall apply to the extended term except for the pricing which shall be as provided in Exhibit C to this Contract, and, such other changes as may be mutually agreed upon by the City and Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.
5. The parties agree that the City shall ensure that at all times during the Term that the City will charge, pursuant to an ordinance duly passed by the City's governing body, a sufficient rate from the City's solid waste customers to pay the amounts due under this Contract and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. The City shall provide to Contractor a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. It is

expressly understood by the parties that all payments due by the City hereunder are to be made from revenues received by the City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Contractor shall not have any right to demand payment of any obligation of the City under the Contract from funds raised or to be raised by taxation. No obligations of the City under the Contract shall be construed to be a debt of the City of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.

[Signatures on following page]

IN WITNESS HEREOF, **Patrick Stallings**, the City Manager of the City of Seagoville, Texas, hereunto subscribed his name, and **Marc Fitzsimmons**, Authorized Agent of Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Dallas has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES: City of Seagoville

Cindy L Brown

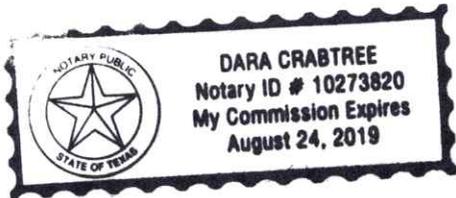
BY: [Signature]
Patrick Stallings, City Manager, City of Seagoville, Texas

01-06-2016

ON: January 6, 2016

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each respective signature on and as of the 6 day of January, 2016

WITNESS MY HAND AND SEAL OF OFFICE



Dara Crabtree
NOTARY PUBLIC

WITNESSES: Contractor: Republic Waste Services of Texas, Ltd.
d/b/a Republic Services of Dallas

[Signature]

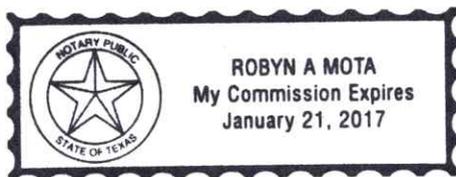
BY: [Signature]
Marc Fitzsimmons, Authorized Agent

12/18/15

ON: December 18, 2015

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each respective signature on and as of the 18th day of December, 2015

WITNESS MY HAND AND SEAL OF OFFICE



Robyn A Mota
NOTARY PUBLIC

EXHIBIT A
GENERAL SPECIFICATIONS - INDEX

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags
- 1.02 Bin
- 1.03 Bulky Waste
- 1.04 City
- 1.05 Commercial and Industrial Refuse
- 1.06 Commercial and Industrial Unit
- 1.07 Construction Debris
- 1.08 Container for Garbage, Rubbish & Yard Waste Collection
- 1.09 Disposal Site
- 1.10 Garbage
- 1.11 Multi-Family
- 1.12 Municipal Facilities
- 1.13 Producer
- 1.14 Residential Unit
- 1.15 Roll-off
- 1.16 Rubbish
- 1.17 Small Dead Animals
- 1.18 Solid Waste
- 1.19 Waste Material
- 1.20 Yard Waste

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste
- 2.02 Hazardous Waste
- 2.03 Institutional Solid Waste
- 2.04 Large Dead Animals
- 2.05 Offal Waste
- 2.06 Special Waste
- 2.07 Stable Matter
- 2.08 Vegetable Waste

3.0 SCOPE OF WORK

- 3.01 General
- 3.02 Work Not Covered By Contract

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

- 4.01 Location of Containers, Bags and Bundles for Collection
- 4.02 Hours of Operation
- 4.03 Routes of Collection
- 4.04 Holidays
- 4.05 Complaints
- 4.06 Collection Equipment
- 4.07 Office
- 4.08 Hauling
- 4.09 Disposal
- 4.10 Notification
- 4.11 Point of Contact
- 4.12 Litter or Spillage
- 4.13 Storm Water Drainage Compliance

- 5.0 BASIS OF PRICES AND METHOD OF PAYMENT
 - 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)
 - 5.02 Additional Costs and Charges
 - 5.03 Modification to Rates
 - 5.04 City to Act as Collector
 - 5.05 Delinquent and Closed Accounts
 - 5.06 Contractor Billings to City
 - 5.07 Audit

- 6.0 COMPLIANCE WITH LAWS

- 7.0 NON-DISCRIMINATION

- 8.0 RISK ALLOCATION AND INDEMNITY

- 9.0 LICENSES AND TAXES

- 10.0 FORCE MAJEURE

- 11.0 ASSIGNMENT OF CONTRACT

- 12.0 FRANCHISE AGREEMENT

- 13.0 TITLE TO WASTE MATERIALS

- 14.0 TERMINATION OF CONTRACT

- 15.0 NEWLY DEVELOPED AREAS

- 16.0 MISCELLANEOUS TERMS

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bulky Waste – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be (One time per month limit 4 items).
- 1.04 City – City of Seagoville, Texas.
- 1.05 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage and Rubbish generated by a Producer at a Large Commercial and Industrial Unit.
- 1.06 Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the city which are not a Residential Unit or Municipal Facility.
- 1.07 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.08 Container for Garbage, Rubbish & Yard Waste Collection – A poly-cart receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.
- 1.09 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.10 Garbage – Any and all Small Dead Animals not exceeding 10 lbs; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.11 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

- 1.12 Municipal Facilities – Only those specific municipal locations as set forth on Exhibits F of this Contract.
- 1.13 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.14 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than one (1) ninety-five (95) gallon container per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.
- 1.15 Roll-off – An open top container ranging from 20, 30 and 40 yards used for the placement of construction debris and other types of waste.
- 1.16 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.17 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.18 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, and slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.19 Waste Material. Waste Material is all non-hazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.20 Yard Waste (To be contained in Poly Cart) – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste (excluded from this Contract)– Excluded Waste is all Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.02 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious,

biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

- 2.03 Institutional Solid Waste (excluded from this Contract)– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 2.04 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.05 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.06 Special Waste (excluded from this Contract) – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) Ash, sludge, tires and powders.
- 2.07 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.08 Vegetable Waste (excluded from this Contract) – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- 3.01.1 Exhibit D - Waste Material Collection Specifications for Residential Units
- 3.01.2 Exhibit E - Waste Material Collection Specifications for Municipal Facilities

3.02 Work Not Covered By Contract. The work under this Contract does not include:

- 3.02.1 The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane or other Act of God, Contractor and the City will negotiate the payment to be made to Contractor. Further, if the City and Contractor reach such agreement, then the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor; or,
- 3.02.2 The collection or disposal of Excluded Waste materials.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Containers for Collection

Each Poly Cart Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Poly Cart Container not so placed or any Waste Material not contained in the Poly Cart Container as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall publish at its expense a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall promptly give written or published notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. Contractor shall notify city two (2) weeks in advance with holiday service schedule. In the event that one of the collection days falls on a holiday, we will collect your waste on the next regularly scheduled business day (excluding Sunday). In the event of an “Act of God”, Contractor will provide Services as soon as reasonably possible following such events.

4.05 Complaints – All complaints shall be made directly to the City of Seagoville, who will then enter the request into its government outreach office to be handled by Contractor, who shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Materials not collected within one business day after the complaint is received.

4.06 Collection Equipment – Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of Contractor.

4.07 Office – Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.

4.08 Hauling – All Waste Material hauled by Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.

4.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and Contractor shall bear all disposal costs.

4.10 Notification – The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

4.11 Point of Contact – All dealing, contacts, etc., between Contractor and the City shall be directed by Contractor to the City’s point of contact specified in the applicable Exhibit, and, by the City to Contractor’s Municipal Manager.

4.12 Litter or Spillage – Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage.

4.13 Storm Water Drainage. Contractor has reviewed the storm water drainage ordinance and other applicable environmental ordinance and other applicable environmental ordinances of the city or state law requirements relative to the services to be performed by Contractor pursuant to the Contract.

Contractor agrees to comply with such applicable ordinances and laws in performing the services under the Contract.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)

5.01.1 The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.03, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract (the "Base Rates").

5.02 Additional Costs and Charges

5.02.1 Cost Recovery Fees.

5.02.1.1 Pass Through Tax/Cost Increases. Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.02.1.2 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all transportation costs and disposal fees.

5.03 Modification to Rates

5.03.1 All rates for Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste collection, transportation, and disposal services will be established by the City by ordinance upon the annual anniversary of the Effective Date (the "Rate Modification Date"). The Base Rates for the first year of the Initial Term beginning February 1, 2016 and ending January 31, 2017, are set forth in Exhibit C to this Contract. Contractor shall hold firm the Base Rates in Exhibit C set forth in this Contract during the first year of this Contract, with annual increases in the second (2nd) and subsequent years of this Contract. The Base Rates will automatically increase or decrease annually based upon the current DFW Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): All Items index (1982-84=100) prepared by the United States Department of Labor (the "CPI"). The annual CPI increases shall be applied on each anniversary date of this Contract, so long as this Contract is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice from Contractor to the City. In no event will the Base Rates decrease if the CPI is negative.

5.03.2 The Base Rates in Exhibit C shall also be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's disposal rate at the Disposal Site(s). The following shall apply for purposes of calculating any adjustment to Contractor's fees under this subparagraph: On each anniversary of this Agreement (the "Rate Modification Date"), the Base Rates shall be increased by a combination of (1) the percentage increase in operating costs for the most recent twelve (12) month period immediately preceding the Rate Modification Date, and (ii) any increases in disposal costs. Contractor shall submit to City in writing its adjustment to the Base Rates and the supporting data for same, no less than 60 days prior to the request. The Base Rates shall be divided into operations and disposal of which operations equal approximately 70% of the Base Rates and disposal equals approximately 30% of the Base

Rates. The operations portion of the Base Rates will be adjusted by the actual increase in operating costs for the most recent twelve (12) month period prior to the Rate Modification Date; provided, however, that the operational portion of the increase of Base Rates will not exceed the CPI change for the same twelve-month period. The disposal portion of the Base Rates will be adjusted by the annual increase in disposal rates.

- 5.03.3 In addition to the above, Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of Disposal Sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Such rate adjustments shall be subject to the review and consent of the City.
- 5.04 City to Act as Collector – The City shall submit statements to and collect from all Residential Units and Small Commercial Accounts for services provided by Contractor pursuant to this Contract, including those accounts that are delinquent.
- 5.05 Delinquent and Closed Accounts Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney’s fees) resulting from Contractor’s discontinuing service at any location at the direction of the City.
- 5.06 Contractor Billings to City – Contractor shall bill the City for Solid Waste Material collection and disposal services rendered to Residential Units within ten (10) days following the end of the month and the City shall pay Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents.
- 5.07 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Contractor’s premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

6.0 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 8.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.
- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

9.0 LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

10.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

11.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to any entity controlled by, controlling or under common control of Contractor, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12.0 FRANCHISE AGREEMENT

- 12.01 Contractor is hereby granted an exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during the term of this Contract for Solid Waste services according to the provisions of this Agreement and the City Code. However, Contractor agrees to

exclude the Federal Correctional Institution and the Dallas Independent School District from this exclusive franchise privilege.

12.02 Contractor shall pay City a franchise fee equal to (10%) percent of the collected billings on all commercial and industrial units billed by Contractor under this Contract. The City will not receive any franchise fees for residential units or small commercial hand collect accounts. Such franchise fees shall be paid not less than quarterly to the City and shall be based on fees collected. All rates outlined in Exhibit C include all applicable franchise fees. Notwithstanding the terms of this Contract or any other understanding between the parties, the franchise fee obligations of Contractor shall extend only to those revenues received and retained by Contractor as its rates or fees for providing services in the City, as such rates or fees may be increased from time to time. To the extent Contractor imposes any surcharges for the services, including but not limited to surcharges made for the purpose of satisfying (a) Contractor's own franchise fee obligations to the City or (b) Contractor's sales tax obligations, the monies received by Contractor as a result of such surcharge(s) shall not be subject to the franchise fee and the City shall not be entitled to receive as part of its franchise fee any portion or percentage of such monies

13.0 TITLE TO WASTE MATERIALS

Title to Waste Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF CONTRACT

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by City to perform any material provision of this Contract, Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15.0 NEWLY DEVELOPED AREAS

Contractor will, within three (3) days of notification by the City provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

16.0 MISCELLANEOUS TERMS

- 17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 17.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 17.04 No liquidated damages or penalties may be assessed against Contractor by City.
- 17.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 17.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B **INSURANCE AND PERFORMANCE BOND REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation (or equivalent)

Coverage A	Statutory
Coverage B – Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

Contractor shall furnish in a form acceptable to the City Attorney, a performance bond each anniversary date of this contract. Said performance bond must be in an amount equal to \$250,000 for a term of two (2) years.

Premium for the bonds described above shall be paid by Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

EXHIBIT D
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. Commencing upon acquisition of the necessary capital equipment, by Contractor, but no later than the Effective Date, Contractor shall collect and dispose of in a workmanlike manner one (1) time per week, Residential Refuse placed in Containers at curbside at each Residential Unit located within the Service Area (“Residential Waste Collection Services”). Each residential unit shall receive one (1) 95-gallon container (Cart Contents Only); Brush and bulky waste will be collected within one month after Contractor observes (or is notified of) their presence, of each month and this service will be done as part of the regular collection service, as long as, the contents are placed inside the Polycarts. Contents outside of the Polycarts will fall under the guidelines for weekly quadrant collection. Contractor will divide the City into four (4) quadrants. Each of these quadrants will have specific collection cycles that will be done one (1) specific week out of a month. Contractor requests the bulk items be placed at the curb one (1) day prior to the scheduled pick up. Contractor shall pickup and haul brush and bulky waste as part of the regular service, but unbundled brush shall be prepared for disposal in a manner set forth by City ordinances, which shall include the following:
- Cut tree limbs in 6 to 8 foot lengths
 - Tree limbs shall not exceed 6 inches in diameter
 - Feeder branches shall not exceed 4 feet in overall width
 - Place larger ends of limb toward the street
 - Stack loose and less than 5 feet in height
 - Keep tree limbs clean of foreign objects (i.e. boards, shrubs, bamboo, or other woody materials, vines, wire, twine, etc.)
 - Make sure cars or other vehicles are not obstructing brush
- B. Contractor shall provide the Containers for weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers shall be placed at curbside by 7:00 A.M. on the designated collection day. All garbage, yard waste and rubbish must be contained inside the Poly Cart with the lid securely closed. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:
1. Estimated number of Residential Units as of commencement of contract term: 3714.
 2. Number of Containers to be provided to each Residential Unit: 1.
 3. Size of Containers for each Residential Unit: 95 Gallon.
 4. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: 1 time per week.
 5. Number of Recycling Materials collections each week by Contractor: Bi-weekly
- C. Municipal Point of contact for Residential Unit Waste Collections:
1. Name: Woodie Brantley
 2. Mailing address: 1450 East Cleveland Road, Hutchins, Texas 75141
 3. Telephone number: 972-225-4207
 4. Email address: brantleyw@reprsv.com

For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. Contractor shall provide the containers and weekly collection of the Waste Material from the following municipal facilities at no charge to The City:

FACILITY NAME	LOCATION	SIZE OF DUMPSTER	PICKUP
City Hall	702 N. Highway 175	Six Polycarts	Once a Week
Police Department	600 N. Highway 175	2 Cubic Yard	Once a Week
Fire Station	1717 N. Hwy 175	3 Cubic Yard	Once a Week
Central Park	1719 N. Hwy 175	6 Cubic Yard	Once a Week
Petty White Park	2407 Clover hill	8 Cubic Yard	Twice a Week
Bearden Park	600 May Road	6 Cubic Yard	Once a Week
Community Center	206 Farmers Road	4 Cubic Yard	Once a Week
Animal Shelter	1330 E. Malloy Bridge	4 Cubic Yard	Once a Week
Service Center	101 N. Watson	30 Yard Roll-Off	Weekly

PORT-A-LETS & WASH STATIONS

EVENT NAME	NUMBER OF PORT-O-LETS	NUMBER OF WASH STATIONS	DELIVERY DATES
City's discretion	25	12	TO BE DECIDED
Special Event Boxes	50	0	TO BE DECIDED
Totals -	70 units	12 units	

* These dates assume delivery one (1) working day prior to event and pickup on first working day after event.
 **These are annual events. Dates for annual events will be provided in future years as determined. Port-a-lets will need to be provided in future years as needed.

B. Contractor shall provide forty (40) – forty (40) yard roll-off containers annually deemed for any use necessary. Each container shall be made available for approximately 5 days. Contractor shall charge the City \$3,435 per year for this service.

C. Municipal Point of contact for Municipal Facilities Waste Material Collections:

1. Name: Robyn Mota
2. Mailing address: 1450 East Cleveland Road, Hutchins, Texas 75141
3. Email address: rmota@republicservices.com

D. Municipal Point of contact for Municipal Facilities Waste Material Collections - INVOICES:

1. Name: Beth Dahl

2. Mailing address: P.O. Box 78829, Phoenix, AR 85062
3. Telephone number: 972-225-0891
4. Email address: bdahl@reprsv.com

Consent Session Agenda Item: 1

Meeting Date: November 20, 2017

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for November 6, 2017.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for November 6, 2017.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

November 6, 2017 City Council Work Session Meeting Minutes
November 6, 2017 City Council Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
NOVEMBER 6, 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, November 6, 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, Fire Chief Todd Gilcrease, Senior Finance Accountant Gail Lawrence, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

City Manager Stallings stated Community Development Director Barr will present Consent Agenda Item # 2.

Community Development Director Barr stated this is a Resolution authorizing payment of \$58,288.06 to Dallas County Road and Bridge District Number 3 for street and park maintenance work completed between September 23, 2016 and September 28, 2017.

In response to a question by Councilmember Fruin, Community Development Director Barr stated this amount is for work that was completed in the past.

B. Discuss roll-off costs and solid waste program

City Manager Stallings introduced Rick Bernas from Republic Services.

Municipal Marketing Manager Bernas from Republic Services presented roll-off costs and the solid waste program.

Councilmember Fruin stated several constituents have contacted him concerning the cost of roll-offs from Republic Services being higher than other companies and they are bound by the contract with the City to use Republic Services.

Municipal Marketing Manager Bernas stated the contract with Republic Services was designed to have advantages for using Republic Services. The advantages for using Republic Services roll-offs are the insurance concerning damages that may occur, the residential rates are kept lower, and the proper disposal of waste.

C. Discuss maintenance and care of equipment

City Manager Stallings stated Fire Chief Gilcrease will present the procedure for maintenance and care of equipment.

Fire Chief Gilcrease presented the procedures for maintenance and care of equipment. He also stated if anyone is interest in examining the new Ladder Truck, it is outside at this time.

Adjourned at 6:55 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
NOVEMBER 6, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:04 p.m. on Monday, November 6, 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, Fire Chief Todd Gilcrease, Senior Finance Accountant Gail Lawrence, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

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

Mayor's Report – *Mayor presented City Manager Stallings with an appreciation plaque.*

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.*

Karl Boss at 2710 Old Farm Road stated is concerned about cars speeding in his neighborhood and would like information concerning the installation of speed bumps.

Mayor Childress stated Executive Session Items # 13 and #14 will be moved to the beginning of the Agenda.

13. City Council recessed into Executive Session at 7:10 p.m.

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: Municipal Court Judges

14. City Council Reconvene into Regular Session at 7:20 p.m.

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

Motion to renew (2) two-year employment contract with Judge McGee – Hernandez, seconded by Magill; motion passed with all ayes 5/0.

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 and Joint Executive Session with Seagoville Economic Development Corporation minutes for October 16, 2017 (City Secretary)**
- 2. Consider approving a Resolution authorizing the payment of \$58,288.06 to Dallas County Road and Bridge District Number 3 for street and park maintenance work completed between September 23, 2016 and September 28, 2017 (Community Development Director)**

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

REGULAR AGENDA-

- 3. Discuss and consider removing Future Agenda Items from the Council Agenda (Mayor Childress)**

Mayor Childress stated removing Future Agenda Items from the Council Agenda would allow himself and Councilmembers to discuss with the City Manager his idea concerning items to be added to the Agenda. Subject matter from City Attorney etc.

After some discussion, Mayor Pro-Tem Epps stated he moves motion to be postponed indefinitely, seconded by Magill.

Mayor Childress asked Councilmember Epps to repeat his motion.

Councilmember Magill rescind his second.

Mayor Pro Tem Epps rescind his motion.

Mayor Pro-Tem Epps stated he moves to postpone Item # 3 indefinitely. Councilmember Magill asked if Mayor Pro Tem Epps was referring to Future Agenda Items being removed from the Council Agenda. Mayor Pro Tem Epps stated that is correct. Councilmember Magill seconded the motion.

City Attorney Allen stated for clarity it would be best to state there is no action if there is not a motion to remove Future Agenda Items from the Council Agenda.

Councilmember Magill rescind his second and Mayor Pro Tem Epps rescind his motion.

No action.

- 4. Consider approving amending Chapter 5, Animal Control, of the Code of Ordinances by amending Article 5.01, Section 5.01.001 to provide definitions; by repealing and replacing Section 5.01.008 to provide area and distance requirements for keeping chickens in a residential area with a lot less than one (1) acre, and section 5.01.011 by adding Subsection (c) to provide for the maintenance of pens and enclosures for chickens on less than one (1) acre (Councilmember Hernandez)**

Councilmember Hernandez stated he asked for the Ordinance amendment as chickens are beneficial to families for food such as eggs and as pest control.

Motion to approve amending Chapter 5, Animal Control, of the Code of Ordinances by amending Article 5.01, Section 5.01.001 to provide definitions; by repealing and replacing Section 5.01.008 to provide area and distance requirements for keeping chickens in a residential area with a lot less than one (1) acre, and section 5.01.011 by adding Subsection (c) to provide for the maintenance of pens and enclosures for chickens on less than one (1) acre – Hernandez, seconded by Howard; motion passed with all ayes 5/0.

- 5. Discuss and consider directing staff on negotiations with developers concerning lot and home sizes in proposed planned developments (Councilmember Magill)**

Councilmember Magill stated negotiations were made that he did not understand until after he spoke with the City Manager. He believes, after his conversation with the City Manager, that the negotiations are positive for the City.

Mayor Childress stated he commends Councilmember Magill for seeking understanding and the rest of the Council for their foresight in the future of the City of Seagoville.

- 6. Discuss and consider approving a Resolution declaring certain city property surplus and authorizing the City Manager to sell, trade and/or dispose of it in accordance with the process established in the Code of Ordinances (Police Chief)**

Chief Calverley stated this Resolution approves declaring certain city property surplus and authorizing the City Manager to sell, trade, and/or dispose of it in accordance with the process established in the Code of Ordinances. He stated this will allow the Police Department Staff to replace thirty-one Glock Generation IV, .40 caliber handguns and one Glock Generation III, .40 caliber handgun with Glock Generation V model 17, 9mm handguns. He also stated this will allow the Police Department to trade-in their current supply of .40 caliber ammunition for a credit to purchase 9mm ammunition for the new handguns.

Motion to approve a Resolution declaring certain city property surplus and authorizing the City Manager to sell, trade, and/or dispose of it in accordance with the process established in the Code of Ordinances – Hernandez, seconded by Howard; motion passed with all ayes 5/0.

- 7. Discuss and consider approving an Ordinance approving refund of the FY 2006 and 2008 bonds (Finance Director)**

Senior Finance Accountant Lawrence stated this Ordinance approves a refund of the FY 2006 and 2008 bonds.

Jason Hughes with First Southwest presented a summary of General Obligation Refunding Bond Sale, Series 2017.

Motion to approve an Ordinance approving refund of the FY 2006 and 2008 bonds – Magill, seconded by Hernandez; motion passed with all ayes 5/0.

- 8. Discuss and consider approving a Resolution for the purchase of a Kubota Utility Rolls-Over Protection System (ROPS) Tractor at a total cost of Thirty One Thousand, Four Hundred Thirty Eight Dollars and Twenty One Cents (\$31,438.21) (Community Development Director)**

Community Development Director Barr stated this Resolution approves the purchase of a Kubota Utility Roll-Over Protection System (ROPS) Tractor at a total cost of Thirty One Thousand, Four Hundred Thirty Eight Dollars and Twenty One Cents (\$31,438.21).

Motion to approve a Resolution for the purchase of a Kubota Utility Roll-Over Protection System (ROPS) Tractor at a local cost of Thirty One Thousand, Four Hundred Thirty Eight Dollars and Twenty One Cents (\$31,438.21)- Epps, seconded by Howard; motion passed with all ayes 5/0.

- 9. Discuss and consider approving a Resolution for the purchase of a 15' Rotary Cutter Batwing with a total cost of Fourteen Thousand, Eight Hundred Thirty Three Dollars and Sixty Eight Cents (\$14,833.68) (Community Development Director)**

Community Development Director Barr stated this Resolution approves the purchase of a 15' Rotary Cutter Batwing with a total cost of Fourteen Thousand, Eight Hundred Thirty Three Dollars and Sixty Eight Cents (\$14,833.68).

Motion to approve a Resolution for the purchase of a 15' Rotary Cutter Batwing with a total cost of Fourteen Thousand, Eight Hundred Thirty Three Dollars and Sixty Eight Cents(\$14,833.68) – Magill, seconded by Fruin; motion passed with all ayes 5/0.

- 10. Discuss and consider approving a Resolution for the purchase of a Kubota Skid-Steer with a total cost of Forty Nine Thousand, Five Hundred Thirty Seven Dollars and Seventy Two Cents (\$49,537.72) (Community Development Director)**

Community Development Director Barr stated this Resolutions approves the purchase of a Kubota Skid-Steer with a total cost of Forty Nine Thousand, Five Hundred Thirty Seven Dollars and Seventy Two Cents (\$49,537.72).

Motion to approve a Resolution approving the purchase of a Kubota Skid-Steer with a total cost of Forty Nine Thousand, Five Hundred Thirty Seven Dollars and Seventy Two Cents (\$49,537.72) – Hernandez, seconded by Magill; motion passed with all ayes 5/0.

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

Councilmember Hernandez stated he handed about 332 hotdogs on Halloween and his last candy was handed out at 9:15 p.m.

Councilmember Howard stated he is thankful for the e-mails that inform Council of upcoming events.

Councilmember Magill stated he is thankful for Staff making the Woodhaven Project possible.

Councilmember Fruin stated he wants to thank the City Manager for doing a great job.

Mayor Pro Tem Epps stated he agrees with Councilmember Magill about the Woodhaven Project and the teamwork of the City of Seagoville.

12. 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.

Councilmember Magill stated in the future he would like the agenda items to be discussed with the City Manager and Staff before adding them to the Council Agenda.

Adjourned at 8:02 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: November 20, 2017

Conduct interviews with Board and Commission applicants. (City Secretary)

ITEM DESCRIPTION:

BACKGROUND OF ISSUE:

In the past the City Council has interviewed all board and commission applicants. At this time, brief interviews may be conducted with each applicant individually. For your convenience, a list of applicant's has been provided.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

Applicant List

CITY PLANNING & ZONING COMMISSION

	Place	Appt. Date	Term Expires
James Sudduth	1	7/2010	6/2018
Mike Dupuis	2	6/2016	6/2018
Garry Adams	3	6/2015	6/2019
	4		
Ritha Edwards	5	7/2017	6/2019
Brian Williams	6	7/2017	6/2019
Raymond Covert	7	11/2016	6/2019

Reappointees:	New Applicants:

BOARD OF ADJUSTMENTS

	Place	Appt. Date	Term Expires
Jerry Yearout	1	7/2015	6/2019
Sidney M. Sexton, Jr.	2	8/2013	6/2018
George Edwards	3	7/2015	6/2019
Nancy Ashley	4	6/2016	6/2018
Lorin Mullens	5	6/2016	6/2018
Vacant	Alt. #1		
Vacant	Alt. #2		

Reappointees:	New Applicants:

PARK & RECREATION COMMISSION

	Place	Appt. Date	Term Expires
Vacant	1		
Vacant	2		
Vacant	3		
Vacant	4		
Vacant	5		
Blanche Gattis	6	6/2008	6/2018
Vacant	7		

Reappointees:	New Applicants:

ANIMAL SHELTER OVERSIGHT COMMITTEE

	Place	Appt. Date	Term Expires
Dr. Ronnie Mohr	1	6/2009	6/2019
Sgt. Karl Bailey	2		
Bettye Baker	3	8/2012	6/2018
Justin Harley	4		
Vacant	5		

Reappointees:	New Applicants:
	David Grimes

LIBRARY BOARD

	Place	Appt. Date	Term Expires
Cheryl Sinor	1	6/2017	6/2019
Reba Groblebe	2	6/2008	6/2018
Mary Graham	3	6/2009	6/2019
Judy Whitehead	4	6/2016	6/2018
Pat Bearden	5	6/2007	6/2019
Renee Dominguez	6	6/2017	6/2019

Reappointees:	New Applicants:

KEEP SEAGOVILLE BEAUTIFUL COMMISSION

	Place	Appt. Date	Term Expires
Stacy Epperson Wright	1	6/2016	6/2018
Vacant	2		
Alexandria Perez	3	7/2014	6/2018
Gladys Santiago	4	2/2013	6/2019
Charlotte Hernandez	5	6/2009	6/2019
Kara Dodson	6	7/2014	6/2018
Karl Boss	7	7/2017	6/2019

Reappointees:	New Applicants:
	Misty Simmons

Regular Session Agenda Item: 3

Meeting Date: November 20, 2017

ITEM DESCRIPTION:

A Resolution of the City Council of the City of Seagoville, Texas ratifying and approving the purchase of 2018 Chevrolet ½ ton 4 wheel drive crew cab pickup in the amount \$44905.75; providing for a repealing clause; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The Fire Department requested approval for the purchase of a new pickup truck during the FY 2017-2018 budget process to replace a 2005 Chevrolet Tahoe. This vehicle is a 2018 Chevrolet ½ ton 4-wheel drive crew cab pickup.

It is being purchased from Reliable Chevrolet and the upfit will be performed by Siddons-Martin Emergency Group. Reliable Chevrolet will have the truck ready in about eight weeks. Siddons-Martin Emergency Group will need at least two weeks for lights, sirens, decal, and paint to match the Seagoville Fire Department apparatus.

FINANCIAL IMPACT:

The purchase price for this pick up is \$44905.75

RECOMMENDATION:

EXHIBITS

Resolution ratifying the purchase of 2018 Chevrolet ½ ton 4-wheel drive crew cab pickup

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. 80-R-2017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING THE PURCHASE OF 2018 CHEVROLET ½ TON 4 WHEEL DRIVE CREW CAB PICK UP IN THE AMOUNT OF \$44905.75; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2017, Purchase Order FD4478 was signed and sent to Reliable Chevrolet to move forward with the current pricing in the Tarrant County contract before expiration on the 18th day of November 2017.

WHEREAS, the vehicle is being purchased from Reliable Chevrolet, the Upfit is being performed by Siddons-Martin Emergency Group.

WHEREAS, funding for this expenditure was approved in the FY 2017-18 budget; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the 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 forty-four thousand, nine hundred five dollars and seventy-five cents (\$44,905.75);

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

SECTION 1. That the City Council hereby approves this expenditure in the amount of forty-four thousand, nine hundred five dollars and seventy-five cents (\$44,905.75).

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 20th 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: 4

Meeting Date: November 20, 2017

ITEM DESCRIPTION

Consider approving a resolution for the purchase of a 2018 Ford F-550 complete with all required heavy-duty suspension, powertrain, and all other accessories total cost of Fifty Three Thousand, Six Hundred Seventy Nine dollars and Zero cents (\$53,679.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The Community Development Department is requesting council's approval to purchase a new 2018 Ford F-550 crew cab pickup complete with all required heavy-duty suspension, powertrain, and all other accessories to assist in pulling heavier equipment by adding additional weight. This vehicle will be utilized as a parks and streets vehicle.

This purchase will provide our parks and streets department with a more reliable vehicle that should reduce maintenance cost for years to come.

The quote for the purchase of this 2018 Ford F-550 is through (Chastang Ford) obtained through the Houston-Galveston Area Council (HGAC) Buy Program contract number (HT06-16).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as Houston-Galveston Area Council (HGAC) all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Vehicle breakdown of the purchase as follows:

Vehicle 2018 Ford F-550 base price with standard equipment	\$45,525.00
Engine: 6.7L 4V power stroke V8 turbo diesel; limited slip with 4.30 axle ratio, spare tire, wheel and jack, power equipment group, high capacity trailer tow package, trailer brake controller, install 9' gooseneck body and related equipment and destination charge	\$14,665.00
Destination Charge	\$1295.00
HGAC Fee	\$1,000.00

Upgrade to F-550 due to HGAC Chastang Ford does have the F-450 Model on a co-op contract.	\$900.00
Discount and Concession	\$-9,706.00
Total cost for the vehicle is	\$53,679.00

FINANCIAL IMPACT:

This request purchase was presented to and approved through the 2017/2018 budget and financial meeting- \$53,679.00

RECOMMENDATION:

The Community Development Department recommends that Council approve this purchase to help us maintain a safe and reliable vehicle for our parks and streets department.

EXHIBITS

Resolution approving purchase of 2018 Ford F-550

Customer proposal

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 81-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE 2018 FORD F-550 CREW CAB AT A TOTAL COST OF \$53,679.00 FROM CHASTANG FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) BUY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a Ford F-550 vehicle; and

WHEREAS, the City Council, in the FY 2017/2018 Community Development Department Budget authorized the expenditure for a new vehicle; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described vehicle that complies with City specifications can be competitively procured from Chastang Ford through the Houston-Galveston Area Council (HGAC) Buy Program; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. That the City Council hereby authorizes the purchase of one 2018 Ford F-550 vehicle in an amount totaling \$53,679.00 from Chastang Ford and authorizes the City Manager to disburse the funds.

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 20th day of November, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney



Chastang Ford
6200 N. Loop East, Houston, Texas, 770261936
Office: 713-678-5000
Fax: 713-678-5001

Customer Proposal

Prepared by:

Ed Miller
Office: 713-678-5007
Email: emiller@chastangford.com

Date: 11/02/2017

Vehicle: 2018 F-550 Chassis XL
4x4 SD Crew Cab 179" WB DRW

Quote ID: seago18w5h





Selected Options

Code	Description	MSRP
Base Vehicle		
W5H	Base Vehicle Price (W5H)	\$45,525.00
Packages		
660A	Order Code 660A <i>Includes:</i> - GVWR: 18,000 lbs Payload Package - Tires: 225/70Rx19.5G BSW AS - Wheels: 19.5" Argent Painted Steel <i>Includes manual locking hubs.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo <i>Includes 6 speakers.</i>	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 220 Amp Extra Heavy Duty Alternator	\$8,885.00
44W	Transmission: TorqShift 6-Speed Automatic <i>(6R140). Includes SelectShift.</i>	N/C
X4L	Limited Slip w/4.30 Axle Ratio	\$360.00
STDGV	GVWR: 18,000 lbs Payload Package	Included
Wheels & Tires		
TFB	Tires: 225/70Rx19.5G BSW AS	Included
64Z	Wheels: 19.5" Argent Painted Steel <i>Includes manual locking hubs.</i>	Included
51Z	Spare Tire, Wheel & Jack REQUIRED in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	\$350.00
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included

Other Options

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Selected Options (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
179WB	179" Wheelbase	STD
90L	Power Equipment Group	\$1,125.00
	<i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i>	
	<i>Includes:</i>	
	- Accessory Delay	
	- Trailer Tow Mirrors w/Power Heated Glass	
	<i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i>	
	- MyKey	
	<i>Includes owner controls feature.</i>	
	- Perimeter Anti-Theft Alarm	
	- Power Front & Rear Side Windows	
	<i>Includes 1-touch up/down driver/passenger window.</i>	
	- Power Locks	
	- Remote Keyless Entry	
	- SecuriLock Passive Anti-Theft System (PATS)	
535	High Capacity Trailer Tow Package	\$580.00
	<i>Includes upgraded rear axle. Trailer brake controller not included. Increases GCW from 31,000 lbs. to 40,000 lbs. NOTE: Salesperson's Portfolio or Trailer-Towing Guide should be consulted for specific trailer-towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>	
61J	6-Ton Hydraulic Jack	Included
52B	Trailer Brake Controller	\$270.00
	<i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	
STDRD	Radio: AM/FM Stereo	Included
	<i>Includes 6 speakers.</i>	
Emissions		
425	50-State Emissions System	STD
Interior Colors		
AS_04	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
Upfit Options		
30085-01	Install 9' Gooseneck body and related equipment	\$3,995.00
	<i>9' gooseneck body class V receiver hitch flaps lights and reflectors</i>	
fee	HGAC Fee	\$1,000.00

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Chastang Ford
 6200 N. Loop East, Houston, Texas, 770261936
 Office: 713-678-5000
 Fax: 713-678-5001

2018 F-550 Chassis, SD Crew Cab
 4x4 SD Crew Cab 179" WB DRW XL(W5H)
 Price Level: 815 Quote ID: seago18w5h

Selected Options (cont'd)

Code	Description	MSRP
SUBTOTAL		\$62,090.00
Destination Charge		\$1,295.00
TOTAL		\$63,385.00

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 4x4 SD Crew Cab 179" WB DRW XL(W5H)
 Price Level: 815 Quote ID: seago18w5h

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$63,385.00
<i>Pre-Tax Adjustments</i>	
Code	Description
01 flt	DISCOUNT AND CONCESSION
	-\$9,706.00
Total	\$53,679.00

 Customer Signature

 Acceptance Date

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Selected Equipment & Specs

Dimensions

- * Exterior length: 265.2"
- * Exterior width: 80.0"
- * Wheelbase: 179.0"
- * Rear track: 74.0"
- * Min ground clearance: 8.2"
- * Rear legroom: 43.6"
- * Rear headroom: 40.4"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.9"
- * Cargo volume: 52.1cu.ft.
- * Cab to axle: 60.0"
- * Exterior height: 81.8"
- * Front track: 74.8"
- * Turning radius: 25.6'
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 131.7cu.ft.
- * Maximum cargo volume: 52.1cu.ft.

Powertrain

- * Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection federal
- * Part-time
- * Fuel Economy Cty: N/A
- * Recommended fuel : diesel
- * TorqShift 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- * 4 doors
- * Conventional right rear passenger
- * Turn signal indicator in mirrors
- * Black bumpers
- * Clearcoat paint
- * Conventional left rear passenger
- * Driver and passenger power remote heated folding door mirrors with turn signal indicator
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels

Convenience

- * Manual air conditioning with air filter
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 1 1st row LCD monitor
- * Passenger visor mirror
- * Driver and passenger door bins
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Front cupholders
- * Full overhead console
- * Rear door bins

Seats and Trim

- * Seating capacity of 6
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * 60-40 folding rear split-bench seat
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage

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Selected Equipment & Specs (cont'd)

Entertainment Features

- * AM/FM stereo radio
- * Fixed antenna
- * 6 speakers

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Trip computer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front and rear reading lights
- * Outside temperature display
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * 3 manually adjustable rear head restraints
- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints

Dimensions

General Weights

Curb	8418 lbs.	GVWR	18000 lbs.
Front GAWR	6000 lbs.	Rear GAWR	13660 lbs.
Payload	9740 lbs.	Front curb weight	4910 lbs.
Rear curb weight	3508 lbs.	Front axle capacity	7000 lbs.
Rear axle capacity	13660 lbs.	Front spring rating	6000 lbs.
Rear spring rating	13660 lbs.	Front tire/wheel capacity	7500 lbs.
Rear tire/wheel capacity	15000 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
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General Trailering

5th-wheel towing capacity	26000 lbs.	Towing capacity	18500 lbs.
GCWR	35000 lbs.		

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	52.1 cu.ft.	Maximum cargo volume	52.1 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	34 "
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Selected Equipment & Specs (cont'd)

Powertrain

Engine Type

Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo

Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

Engine Power

Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM
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Alternator

Type	HD	Amps	220
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Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.90
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Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
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Drive Type

4wd type	Part-time	Type	Four-wheel
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Drive Feature

Limited slip differential	Mechanical	Traction control	Driveline
Locking hub control	Manual	Transfer case shift	Manual

Drive Axle

Ratio	4.3
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Exhaust

Material	Stainless steel	System type	Single
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Emissions

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Selected Equipment & Specs (cont'd)

CARB	Federal	EPA	Tier 2 Bin 8
<i>fuel Economy</i>			
Fuel type	Diesel		
<i>Engine Retarder</i>			
Type	Yes		

Driveability

<i>Brakes</i>			
ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes		
<i>Suspension Control</i>			
Ride	Firm		
<i>Front Suspension</i>			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	HD		
<i>Rear Suspension</i>			
Independence	DANA M300 rigid axle	Type	Leaf
Anti-roll bar	Regular		
<i>Rear Spring</i>			
Type	Leaf	Grade	HD
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			
# of wheels	2		

Exterior

<i>Front Wheels</i>			
Diameter	19.5"	Width	6.00"
<i>Rear Wheels</i>			
Diameter	19.5"	Width	6.00"
Dual	Yes		
<i>Spare Wheels</i>			
Wheel material	Steel		

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Selected Equipment & Specs (cont'd)

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
 Sidewalls BSW Speed S
 Tread AS Type LT
 Width 225mm LT load rating G
 RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
 Sidewalls BSW Speed S
 Tread AS Type LT
 Width 225mm LT load rating G
 RPM 647

Spare Tire

Mount Frame mounted Type Full-size

Wheels

Front track 74.8" Rear track 74.0"
 Turning radius 25.6' Wheelbase 179.0"

Body Features

Front license plate bracket Yes Front splash guards Yes
 Body material Aluminum Side impact beams Yes

Body Doors

Door count 4 Left rear passenger Conventional
 Right rear passenger Conventional

Exterior Dimensions

Length 265.2" Body width 80.0"
 Body height 81.8" Cab to axle 60.0"
 Axle to end of frame 47.2" Frame section modulus 12.7cu.in.
 Frame yield strength (psi) 50000.0 Frame rail width 34.2"
 Front bumper to Front axle 38.3" Cab to end of frame 107.2"
 Front bumper to back of cab 158.1"

Safety

Airbags

Driver front-impact Yes Driver side-impact Seat mounted
 Overhead Safety Canopy System curtain 1st and 2nd row Passenger front-impact Yes
 Passenger side-impact Seat mounted

Seatbelt

Height adjustable Front

Security

Immobilizer SecuriLock Panic alarm Yes
 Restricted driving mode MyKey

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Selected Equipment & Specs (cont'd)

Seating

Passenger Capacity

Capacity 6

Front Seats

Split 40-20-40 Type Split-bench

Driver Seat

Fore/aft Manual Reclining Manual
 Way direction control 4 Lumbar support Manual

Passenger seat

Fore/aft Manual Reclining Manual
 Way direction control 4

Front Head Restraint

Control Manual Type Adjustable

Front Armrest

Centre Yes Storage Yes

Rear Seats

Descriptor Split-bench Facing Front
 Folding 60-40 Folding position Fold-up cushion
 Type Fixed

Rear Head Restraints

Control Manual Type Adjustable
 Number 3

Front Seat Trim

Material Vinyl Back material Vinyl

Rear Seat Trim Group

Material Vinyl Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual Air filter Yes
 Underseat ducts Yes

Audio System

Radio AM/FM stereo Radio grade Regular
 Seek-scan Yes

Audio Speakers

Speaker type Regular Speakers 6

Audio Antenna

Type Fixed

LCD Monitors

1st row 1 Primary monitor size (inches) 2.3

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Convenience Features

Retained accessory power Yes 12V DC power outlet 2

Door Lock Activation

Type Power with 2 stage unlock Remote Keyfob (all doors)
 Integrated key/remote Yes

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer Yes Engine temperature Yes
 Turbo/supercharger boost Yes Transmission fluid temp Yes
 Engine hour meter Yes

Instrumentation Warnings

Oil pressure Yes Engine temperature Yes
 Battery Yes Lights on Yes
 Key Yes Low fuel Yes
 Door ajar Yes Service interval Yes
 Brake fluid Yes

Instrumentation Displays

Clock In-radio display Exterior temp Yes
 Systems monitor Yes

Instrumentation Feature

Trip computer Yes Trip odometer Yes

Steering Wheel Type

Material Urethane Tilting Manual
 Telescoping Manual

Front Side Windows

Window 1st row activation Power

Windows Rear Side

2nd row activation Power

Window Features

1-touch down Driver and passenger 1-touch up Driver and passenger
 Tinted Light

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty - Selected Equipment & Specs

Warranty

Basic

Distance 36000 miles Months 36 months

Powertrain

Distance 60000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60000 miles Months 60 months

Diesel Engine

Distance 100000 miles Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Regular Session Agenda Item: 5

Meeting Date: November 20, 2017

ITEM DESCRIPTION

Consider approving a resolution for the purchase of a 102 x 32 Tandem Dual Trailer with Ramps with a total cost of Seven Thousand Nine Hundred Seventy-Five Dollars and Zero cents (\$7975.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The Community Development Department is requesting council's approval to purchase a new Tandem Dual Trailer with Ramps.

This purchase will provide our parks and streets department with a more reliable and sturdy trailer to haul heavier equipment such as skid-steer, pavement roller, mowers, gators and etc. on. This purchase would help to reduce maintenance for several years to come.

The quote for the purchase of this tandem dual trailer is through (Custom Built Gooseneck Trailers.)

FINANCIAL IMPACT:

This request purchase was presented to and approved through the 2017/2018 budget and financial meeting- \$7,975.00

RECOMMENDATION:

The Community Development Department recommends that Council approve this purchase to help us maintain a more reliable piece of equipment that helps to improve time management for our parks and streets department.

EXHIBITS

Resolution approving purchase of 102 x 32 Tandem Dual Trailer with Ramps

Trailer Quote

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 82-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE 102 X 32 TANDEM DUAL TRAILER AT A TOTAL COST OF \$7,975.00 FROM CUSTOM BUILT GOOSENECK TRAILERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a Dual Tandem Trailer; and

WHEREAS, the City Council, in the FY 2017/2018 Community Development Department Budget authorized the expenditure for a new trailer; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described trailer that complies with City specifications can be competitively procured from Custom Built Gooseneck Trailers; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. That the City Council hereby authorizes the purchase of one 102 x 32 Tandem Dual Trailer in an amount totaling **\$7,975.00** from Custom Built Gooseneck Trailers and authorizes the City Manager to disburse the funds.

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 20th day of November, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

This is a **27' + 5' REGULAR FRAME EQUIPMENT TRAILER** **\$7975.00**

HEAVY DUTY/ GVW 21500.

Regular Frame - In the REGULAR FRAME DESIGN we have engineered our trailers to have all the correct spacing on all cross - members set at 18" centers.

10" Channel Iron Neck - Engineered to support weight ratings without adding extra un needed trailer weight.

3" Rub Rail w/ Deep State Pockets - To ensure that you can fit any kind of strapping, chains, wire or flats inside the pocket to follow DOT Regulations.

10K Dexter Oil Bath Axles - standard with self adjusting electric brakes GVW IS 21500

Tool Box - Reinforced locking tool Box between the neck for secure storage.

Step Up - Secure step and handle on driver side to aid getting on / off trailer.

48" Axle Spread - Helps in load distribution and ease on the towing vehicle along with maximizes your turning radius.

3" Channel Iron Self Cleaning Dovetail Cleats - Gives extra level surface to make loading as smooth as possible.

LED Lights - Full size LED Lights for better visibility and longer lasting life of your lights.

Sealed Wiring Harness – One Piece

Torque Tube - 5.5" NEW PIPE runs from the front of the trailer to the center of the axles to ensure proper amount of torque and flex thru out the entire trailer.

Dove Tail - we DO NOT splice our Dovetails meaning that the I - Beam is continuous beam and correctly distributes the weight thru the frame as it is applied to the dove.

Jacks - All trailers come with dual 12,000 LB spring loaded landing gear jacks.

Flooring - Top Grade Treated Lumber is installed with minimal knots.

Wheel Plates - Single piece 3 / 16" thick diamond above the tires is solidly welded.

4 Position Coupler - for maximum adjustment

Tires - ST235 x 80R16 / 10 Ply Radial Trail Finder – HT

Paint - 1 solid coat of primer and painted with 2 coats GCI paint. We have a wide variety of paint to select from ask us about our different colors.

Visit our website at www.cbgtinc.com

LIFE TIME WARRANTY ON WORKMANSHIP OF TRAILER

Custom Built Gooseneck Trailers has been our business for over 20 plus years in the same location. We are family owned and operated stop by visit with us and check out our trailers. We will custom build the trailer to meet your needs or if you need a special designed trailer we are the people to build it for you.

AMERICAN MADE BUILT WITH TEXAS PRIDE, WE BUILD THEM RIGHT

Regular Session Agenda Item: 6

Meeting Date: November 6, 2017

ITEM DESCRIPTION

Discuss and consider a Resolution casting the City of Seagoville's vote for either Brett Franks, Mike Howard, or Michael Hurtt as the suburban cities' representative to the Dallas Central Appraisal District Board of Directors.

BACKGROUND OF ISSUE:

As reflected in the attached memorandum from DCAD Executive Director/Chief Appraiser W. Kenneth Nolan, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed.

There are three (3) nominees to choose from: Mr. Brett Franks, Mr. Mike Howard, or Mr. Michael Hurtt. By State law, the City must vote by official ballot Resolution. Resolution No. 73-R-2017 will cast the City of Seagoville's vote.

For your convenience, I have attached bios for each of the nominees.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

Memo – DCAD Executive Director/Chief Appraiser W. Kenneth Nolan

Resolution casting vote for the suburban cities' representative for Dallas County Central Appraisal District Board of Directors

Bio – Mr. Brett Franks

Bio – Mr. Mike Howard

Bio – Michael Hurtt



Dallas Central Appraisal District

Date: October 19, 2017

To: Dennis K. Childress, Mayor, City of Seagoville

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 15, 2017. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Nominee	Entity(s) Nominating
Mr. Brett Franks	Sachse
Mr. Mike Howard	Irving
Mr. Michael Hurtt	Desoto, Farmers Branch, Ovilla, Richardson

If you have questions concerning the candidates please contact the entities who nominated them.

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 18, 2017. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore it is imperative that your taxing unit cast its vote before the December 15, 2017 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/kld

Enclosure (Official Ballot Resolution/Return Envelope)

cc: Kandi Jackson, City Secretary
Patrick Harvey, Director of Finance

A RESOLUTION OF THE CITY OF SEAGOVILLE

RESOLUTION NO.73-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from among the nominations received elect by a majority vote, with each school district and community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Seagoville does hereby cast its vote by marking the ballot below: (Check one only)

- Brett Franks**
- Mike Howard**
- Michael Hurtt**

NOW, THEREFORE BE IT RESOLVED at the Council of the City of Seagoville does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the 20th day of November, 2017

MAYOR

ATTEST: _____
CITY SECRETARY

SEAL:

Brett Franks
City Council Place 1
City of Sachse

Councilman Brett Franks was elected to serve in Place One in June 2012. He is an Orthopedic PA with Sports Medicine Clinic of North Texas. Mr. Franks currently serves as the Council liaison to the Parks and Recreation Commission. Prior to being elected to Council, Mr. Franks served on the Parks and Recreation Commission. He is a former member of the Sachse Baseball Association and former member of the Campus Improvement Team at Hudson Middle School. As an Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event. He and his family have lived in Sachse since 2000.

I am interested in representing the suburban cities because of the increasing concerns by residents regarding appraisals. The consistent escalation of property values in Dallas County and the lack of transparency of the appraisal process, the role of the Board and its staff need to be addressed. We need to give better information and explanation to citizens about this and how the appeal process works and how DCAD do a better job serving the citizens in their District.

Mike E. Howard
4004 N. Country Club Rd.
Irving, TX 75038
(469) 426-8770

A brief biography for consideration in being elected the suburban board representative to the Dallas Central Appraisal District.

Education Experiences

Lamar University: Beaumont, Texas

BBA degree in Accounting

- Blue Key National Honor Society
- Delta Sigma Pi Professional Business Fraternity

University of Dallas: Irving, Texas

Graduate courses in Business Administration

Community College Business Officers Association

Completed a CBMI two-summer program for SACUBO's leadership certification

Professional Experiences

Current:

- Retired from the Dallas County Community College District
- Provide internal audit work for an Irving business on a part-time basis

Prior Positions:

- Vice President of Business Services: Bill Priest Institute for Economic Development, DCCCD
- Vice President of Business Services: North Lake College, DCCCD
- Comptroller: Dallas County Community College District
- Administrative Services Manager: School of Allied Health Sciences, UT Health Science Center
- Assistant Chief Accountant: Olmsted-Kirk Paper Company
- Treasurer: Church of the Redeemer

Community Service and Involvement

- Appraisal Review Board of Dallas County: Completed two plus years of service
- Irving City Council: Served two elected terms
- Irving Rotary Club: Past President, Director, Bulletin Editor
- Boy Scouts of Irving: Twice chairman of annual fund drive
- Irving YMCA: Several years as a committee chairman fund raiser
- Irving Chamber of Commerce: Past Director
- Irving High Spirited Citizen Award: Awarded by the Irving Convention and Tourist Bureau

Summary

I have utilized my professional and educational experiences to serve a number of community organizations. Those organizations are integral parts in assisting individuals with needs, achieving expectations, and assimilation into a vibrant community.

My time serving on the Dallas County ARB was instrumental in increasing a base of knowledge and information concerning property valuations and processes, the operations of DCAD, and fulfilling the role of a fair and impartial board member. A review of my service on this board would reflect service which utilized sound judgement based on facts and circumstances as supported by considering all data and evidence presented. I believe DCAD staff and fellow board members could agree with this assessment.

I understand the workings and mission of DCAD and would work to continue to serve Dallas County tax payers in a professional and open minded manner as the suburban representative. Leadership, team work and understanding are key determinations in maintaining an effective, efficient and productive DCAD.

The only property I currently own in Dallas County is my homestead. I have no business relations with the Appraisal District. I do not have any delinquent taxes. I have extensive knowledge in city and college budgets, taxing rates of municipal/governmental entities, and operations of these types of organizations.

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. His funeral service background includes managing large volume, corporately owned funeral firms, worked and lectured for a Pierce Chemical/Mortician Supply Company; which built and supplied funeral homes and owned three mortuary science colleges across the United States. He and his wife have owned the funeral home in DeSoto since 1988. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association. Civic involvement has included board positions for the Dallas Zoo, North Texas Commission, Select Specialty and the Medical Center of Lancaster Hospitals, and Canterbury Episcopal School, past president of the DeSoto Chamber, DeSoto Rotary and the Best Southwest Chambers, councilman, mayor pro tem and mayor of DeSoto from 2001 to 2007 when DeSoto achieved the ALL America City designation. He was president and vice president of the DeSoto Economic Development Corporation. He serves on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas Central Appraisal District serving since 2007.

Regular Session Agenda Item: 7

Meeting Date: November 20, 2017

Item Description

Discuss the status of street repairs and establish a list of street repair projects.

BACKGROUND OF ISSUE:

Mayor Childress requested that staff develop a list of street repair projects.

FINANCIAL IMPACT:

NA

EXHIBITS

- A. Memorandum from the City Manager discussing the status of street repairs and establishing a list of street repair projects.



November 20, 2017

TO: Members of the City Council
FROM: Patrick Stallings, City Manager
SUBJECT: Suggested Street Repair List

Over the past three years the City of Seagoville has aggressively worked to repair streets that were in need of repair. The following information is a synopsis of the street repair program and reflects the City's current financial position regarding street maintenance and will establish a suggested list of streets and sidewalks that are in need of repair.

Completed Street Repair Projects

Shady Lane	Completed	\$593,966.95
Catherine Lane	Completed	\$414,424.67
Robinwood Addition	Completed	\$391,185.04
Malloy Bridge Road Crestview to Ross	Completed	\$70,000.00
Malloy Bridge Road Cobb Road to Parson's Slough	Completed	\$61,510.00
Malloy Bridge Road Ross to the Levee	Completed	\$65,037.00
Stark Road	Completed	\$97,685.90
Ard Road	Completed	\$253,973.30
Lasater and Simonds	Completed	\$160,695.00
S. Kaufman Street	Completed	\$86,290.92

Total Completed Projects \$2,194,768.78

Remaining Projects

Estimated Cost of the Woodhaven Subdivision	98% Complete	\$935,343.70
Elizabeth and Tunnel	Engineering	\$34,198.07
Shadybrook	Engineering	\$894.73
Bowers/Elmo/Seago	Engineering	\$1,789.48
Sidewalks	Completed	\$19,340.95
Signs and Markings	Completed	\$10,779.06
Other Fees – Bond Fees		\$20,000.00

Total Remaining Projects \$1,022,345.99

Staff identified the following street projects as high priority due to the amount of traffic and condition of the roadway. It is clearly understood that we have numerous streets within the City that are in need of repair. This report/document is meant as a guide and may be amended at any time.

In the FY2017-2018 FY Budget Staff identified the following streets that are in major need of repair.

- Hall Street from Kaufman to Shady. Proposed two (2) inch milling and replacement of two (2) inches of type D asphalt. Bid price of **\$255,000.00**. Bid award will be submitted to the City Council on December 4, 2017.
 - Crestview from Hall Street to Malloy Bridge Road. This will be a total rebuild with 8 to 10 inch subbase and four (4) inches of asphalt. Estimated cost: \$ 681,000.00.
 - Ross Lane from Shady to Crestview. Estimated cost: \$ 325,000.00
- Total \$ 1,261,000.00**

Councilmembers have inquired about the following roadways.

- Johnnie Row Estimated cost: \$ 312,000.00
 - Seagoville Road Concrete Repairs Estimated cost: \$ 188,974.51
 - Complete Malloy Bride Road Sidewalks Estimated cost: \$ 100,000.00
 - Mathis Street Sidewalks Estimated cost: \$ 161,000.00
- Total \$ 761,974.51**

Keep in mind that if the Woodhaven Subdivision Costs come in as reflected above we will have **\$836,092.04** left over from our original bond package. That combined with the \$331,000.00 left over from last FY, plus the **\$431,000.00** budgeted this FY2017-2018, the City will have **\$1,598,092.04** for street/road repairs.

The total cost of the aforementioned street/road/sidewalk repair projects is **\$2,022,974.51**, which is **\$424,882.47** more than what is needed to complete all of the listed projects. This report does not include emergency maintenance and pothole repairs that must be made throughout the year.

Regular Session Agenda Item: 8

Meeting Date: November 20, 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: November 20, 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: November 20, 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: November 20, 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