



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, JANUARY 8, 2018**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Website Application Presentation – Liz Gant**
- B. Discuss regular session agenda items**

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 December 4, 2017 and Joint Meeting with SEDC minutes for December 18, 2017 (City Secretary)**

REGULAR AGENDA-

- 2. Discuss and consider acceptance of City of Seagoville's September 2017 Quarterly Financial Report (Finance Director)**
- 3. Discuss and consider the approval of a Resolution authorizing an Agreement for Professional Engineering Services on a defined scope of services basis by and between the City of Seagoville and HALFF Associates, Inc., for the reconstruction of Crestview Lane from its point of intersection with E. Malloy Bridge Road to its point of intersection with Hall Street, in amount not to exceed one hundred forty thousand, six hundred dollars and no cents (\$140,600.00) (Community Development Director)**
- 4. Discuss and consider approving a Resolution ratifying and approving a Professional Services Agreement by and between the Seagoville Economic Development Corporation and The Retail Coach, LLC, for economic development purposes (SEDC Chair)**
- 5. Discuss and consider approving a Resolution supporting the use of City resources to be utilized in assisting the Citizen's Police Academy Alumni Association, a non-profit 501(C)3 Organization, in carrying out its public purpose (Councilmember Hernandez)**
- 6. Discuss and consider approving a Resolution approving the terms and conditions of the Franchise Agreement for Solid Waste Collection and Recycling Services for Residential, Commercial, and Industrial Units by and between the City of Seagoville and Republic Waste Services of Texas, LTD, and authorizing the City Manager to execute said Agreement (Republic Services)**
- 7. Discuss and consider approving a Resolution authorizing the City Manager to enter into an agreement with Hyper-Reach/Asher Group for the purpose of emergency mass notification in an amount not to exceed fifteen thousand nine hundred dollars and zero cents (\$15,900.00) (Fire Chief & Police Support Services)**
- 8. Discuss and consider approval of a Resolution approving an Agreement for Professional Engineering Services on a Task Order Basis, in an amount not to exceed twenty nine thousand five hundred dollars and no cents (\$29,500.00), for development plan review assistance (Community Development Director)**
- 9. Discuss and consider approval of a Resolution amending the Master Fee Schedule attached hereto as Exhibit "A" to provide for professional engineering services for development plan review (Community Development Director)**

- 10. Discuss and consider approval of an Ordinance amending Chapter 17 of the Code of Ordinances, Division 2. "Parking Regulations on Specific Streets", by adding subsection 17.04.065 to provide for no parking on either side of the entire distance of Environmental Way, beginning at its point of intersection with U.S. Highway 175 Service Road/North Kaufman Street southwesterly to its point of intersection with Bowers Road (Community Development Director)**
- 11. Discuss and consider approval of an Ordinance amending Chapter 17 of the Code of Ordinances, Division 2. "Parking Regulations on Specific Streets", by adding Subsection 17.04.066 to provide for no parking on the Southwest side of U.S. Highway 175 Service Road, 1000 Feet East of its point of intersection with West Stark Road and 1000 Feet West of its point of intersection with West Stark Road (Community Development Director)**
- 12. Discuss and consider directing Staff to explore feasibility of creating a Food Truck Park on City property located at the corner of Kaufman Street and Hall (Mayor)**
- 13. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 14. 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.**

15. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

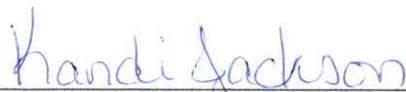
(A)Section 551.087: Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate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

16. Reconvene into Regular Session

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

Adjourn

Posted Thursday, January 4, 2018 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, February 5, 2018 is the next regular City Council meeting.**
- **Monday, March 5, 2018 is the next regular City Council meeting.**

Consent Session Agenda Item: 1

Meeting Date: January 8, 2018

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for December 4, 2017 and Joint Meeting with SEDC Minutes for December 18, 2017.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for December 4, 2017 and Joint Meeting with SEDC Minutes for December 18, 2017.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

December 4, 2017 City Council Work Session Meeting Minutes
December 4, 2017 City Council Regular Session Meeting Minutes
December 18, 2017 City Council Joint Meeting with SEDC Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
DECEMBER 4, 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, December 4, 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, HR Director/Risk Manager Cindy Brown, and City Secretary Kandi Jackson.

A. Leadership Seagoville Presentation – Cindy Brown

HR Director/Risk Manager Brown stated Leadership Seagoville is a series of seven (7) free educational sessions designed to familiarize and educate Seagoville residents about the structure, functions, and activities of city government. It can also provide the education and skills necessary to serve on the city's boards and commissions or to assume leadership roles within the community.

She also stated participants must attend a minimum of five (5) sessions to be eligible to graduate. Graduation ceremonies will be held at a designated City Council Meeting.

B. Discuss Boards & Commissions Appreciation Dinner – Kandi Jackson

City Secretary Jackson stated Pat Stallings, Cindy Brown, and herself are working to put together a Boards & Commissions Appreciation Dinner for Monday, January 22, 2018. The theme will be "A Night Out with the Stars". Napoli's will provide food and there will be entertainment.

(City Manager Stallings stated the Regular Agenda will be reviewed at this time.)

1. Consider approving City Council Meeting minutes for November 20, 2017 (City Secretary)

There were no questions.

2. Discuss and consider approving a Resolution awarding a bid to Advanced Paving Co. for Hall Street Paving Improvements from Kaufman Street to Shady Lane, in the amount of Two Hundred Fifty Five Thousand Three Hundred Eighty Five Dollars (\$255,385) (Community Development Director)

Community Development Director Barr stated this is a Resolution awarding a bid to Advanced Paving Co. for Hall Street Paving Improvements from Kaufman Street to Shady Lane.

Mayor Pro Tem Epps asked if this bid includes striping. Community Development Director Barr stated this does include striping.

Mayor Pro Tem Epps asked if the City usually uses Anderson Asphalt & Concrete because they are cheaper. Community Development Director Barr stated there were two bids submitted. Anderson came in at two hundred sixty-six thousand, eighty-seven dollars (\$266,087) and Advanced came in at two hundred fifty-five thousand, three hundred eighty-five dollars (\$255, 385) and those were the only two bids received.

Councilmember Hernandez asked what jobs Advanced has done in Seagoville. Community Development Director Barr stated that during the process it was a requirement to provide previous jobs they had done. He also stated our City Engineer, Andy Martin did review those and talk to those companies.

Councilmember Hernandez asked if they have done any jobs here in Seagoville. Community Development Director Barr stated he thought they completed Hall Road many years ago, if he is not mistaken. Councilmember Hernandez stated he wanted to make sure they have not done any work in the last few years and now we have poorly constructed roads.

Community Development Director Barr stated a Geo-Tech Report Engineer will design this specific type of roadway. They will do the soil conditions, depth of lime stabilization, compaction ratios, and density ratios. He also stated the geo-tech report will explain what type of roadway to put in.

City Manager Stallings stated he believes it has been the direction of this Council to do fewer streets but do them right. He also stated that is what Staff is trying to do.

3. Consider approving Ordinance No. 26-2017 approving a budget amendment for the fiscal year ending September 30, 2017 (Finance Director)

City Manager Stallings stated Finance Director Harvey was not able to attend the meeting this evening so he is filling in for him.

City Manager Stallings stated this budget amendment will allow the City to clear up and finalize the budget for FY 2016-2017.

4. Discuss and consider a Resolution ratifying and approving the purchase of a 2018 Ford F-150 extended cab pickup in the amount of \$36, 911.50 (Police Chief)

Police Chief Calverley stated this Resolution ratifies and approves the purchase of a 2018 Ford F-150 extended cab pickup in the amount of \$36, 911.50. He explained the Texas Smart Buy Contract was up for renewal when this purchase was originally brought to Council. He stated Hurricane Harvey delayed the renewal of the contract and the price on the vehicle increased during the delay.

Councilmember Hernandez asked if the vehicle would have a new slide in unit. Police Chief Calverley stated yes the slide in unit will be new.

City Manager Stallings stated Item #5 on the agenda will be discussed during Regular Session.

Mayor Childress stated Council will reconvene at 7:15 for Regular Session.

Adjourned at 7:11

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
DECEMBER 4, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:16 p.m. on Monday, December 4, 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, HR Director/Risk Manager, 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 Childress stated he and Councilmember Hernandez attended the Ladder Truck Push In Ceremony on Friday, December 1, 2017. He also stated Thursday, December 7, 2017 at 6:30 p.m. is the Christmas Tree Lighting Ceremony.

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.*

Maria Soto at 107 Colonial Circle stated she is concerned about the safety of the children in her neighborhood. She stated the children in her neighborhood told her they were concerned a

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 20, 2017 (City Secretary)**

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

REGULAR AGENDA-

- 2. Discuss and consider approving a Resolution awarding a bid to Advanced Paving Co. for Hall Street Paving Improvements from Kaufman Street to Shady Lane, in the amount of Two Hundred Fifty Five Thousand Three Hundred Eighty Five Dollars (\$255,385) (Community Development Director)**

Motion to approve a Resolution awarding a bid to Advanced Paving Co. for Hall Street Paving Improvements from Kaufman Street to Shady Lane, in the amount of Two Hundred Fifty Five Thousand Three Hundred Eighty Five Dollars – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

- 3. Consider approving Ordinance No. 26-2017 approving a budget amendment for the fiscal year ending September 30, 2017 (Finance Director)**

Motion to approve Ordinance No. 26-2017 approving a budget amendment for the fiscal year ending September 30, 2017 – Epps, seconded by Magill; motion passed with all ayes. 5/0

- 4. Discuss and consider a Resolution ratifying and approving the purchase of a 2018 Ford F-150 extended cab pickup in the amount of \$36,911.50 (Police Chief)**

Motion to approve a Resolution ratifying and approving the purchase of a 2018 Ford F-150 extended cab pickup in the amount of \$36,911.50 – Magill, seconded by Howard; motion passed with all ayes. 5/0

- 5. Direct Staff concerning the scheduling of Council Meetings for the months of January, and February (City Secretary)**

City Secretary Jackson stated Staff is seeking direction from Council concerning the scheduling of meeting for the months of January and February. The first Council Meeting scheduled for January falls on New Year's and the second Council Meeting scheduled for February falls on President's Day. She stated Staff is seeking direction from Council to have one meeting in the month of January and one meeting in the month of February.

Motion to approve January 15 and February 19 for Council Meeting dates – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

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

None

- 7. 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 Hernandez stated he would like to work as a community to find a solution for people that are not comfortable calling 9-1-1.

- 8. City Council Recessed into Executive Session at 7:28 p.m.**

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.”

- 9. City Council reconvened into Regular Session at 7:51 p.m.**

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

No action.

Adjourned at 7:51 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
JOINT MEETING WITH SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION
DECEMBER 18, 2017**

The Joint Session of the City Council and Seagoville Economic Development Corporation of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, December 18, 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

Don Cole	Chair
Jose Hernandez	Board Vice Chair
Barbara Sherman	Secretary/Treasurer
Stepper Sebastian	Board Member
Martin Ashley	Board Member
Harold Magill	Board Member
Alexandria Perez	Board Member

The following staff members were also present: City Manager Patrick Stallings, Community Development Director Ladis Barr, City Attorney Alexis Allen, and City Secretary Kandi Jackson.

City Council called to order at 7:00 p.m.

Seagoville Economic Development Corporation called to order at 7:00 p.m.

Invocation – *Invocation was led by Councilmember Magill.*

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

1. Destination Imagination Presentation – Central Elementary School

Ms. Karam's fourth grade presented the Destination Imagination theme and invited the City to be a community partner.

2. Retail Coach Presentation

Aaron Farmer the Senior Vice President of Retail Coach presented the Trade Area Market Analysis and Retail Development Strategy for the City of Seagoville.

SEDC Adjourned at 8:02 p.m.

3. City Council Recessed into Executive Session at 8:03 p.m.

(A) § 551.071. Consultation with City Attorney: receive legal advice related to the award of a bid

(B) § 551.071. Consultation with City Attorney: receive legal advice related to offers of gifts

4. City Council Reconvene into Regular Session at 8:31 p.m.

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

(A) § 551.071 Consultation with City Attorney: receive legal advice related to the award of a bid

(B) § 551.071 Consultation with City Attorney: receive legal advice related to offers of gifts

5. Discuss and consider whether to reconsider the bid awarded to Advanced Paving Co. for Hall Street Paving Improvements from Kaufman Street to Shady Lane (Community Development)

Motion to reconsider the awarded bid to Advanced Paving Co. and repeal Resolution No. 84-R-2017 – Hernandez, seconded by Howard.

City Attorney Allen clarified this item is only reconsidering the bid, the next item will be the discussion of the bid.

City Secretary Jackson stated a vote is needed for Item #5.

Mayor Childress called for a vote. Motion passed with all ayes. 5/0.

6. Discuss and consider approving a Resolution awarding a bid for Hall Street asphalt paving improvements from Kaufman Street to Shady Lane. (Community Development) (If Agenda Item 5 is not approved, this Item will not be considered)

Community Development Director Barr presented to Council pictures of work performed by Advanced Paving Co. which included Shady Ln., Catherine Ln., and Avalon Drive.

Motion to approve Item #6 and nominate Anderson Asphalt & Concrete for the Hall Street Paving Improvements – Hernandez, seconded by Epps.

City Attorney Allen stated the language for Option #2 needed to added to the motion.

Mayor Pro Tem Epps rescinded his second.

Councilmember Hernandez rescinded his motion.

Motion to approve Option #2 approving Resolution No. 85-R-2017 repealing Resolution No. 84-R-2017, rescinding the award of the previous bid and awarding the bid to Anderson Asphalt & Concrete, the next lowest responsible bidder for Hall Street Paving Improvements from Kaufman Street to Shady Lane in the amount of Two Hundred Sixty-Six Thousand Eighty -Seven Dollars – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

Adjourned at 9:02 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: January 8, 2018

ITEM DESCRIPTION:

Acceptance of City of Seagoville's September 2017 Quarterly Financial Report

BACKGROUND OF ISSUE:

The City of Seagoville has completed the 2017 fiscal year. Patrick Harvey, Director of Finance will present the financials to the Council.

FINANCIAL IMPACT:

N/A

EXHIBITS

Financial Report



Memo

Date: December 27, 2017
To: Pat Stallings, City Manager
From: Patrick Harvey, Director of Finance
Subject: September 2017 Financial Reports

This memo explains the September 2017 Financial Report for the City of Seagoville for FY 2017. This is the final financial report for the fiscal year and this memo explains where results vary.

General Fund

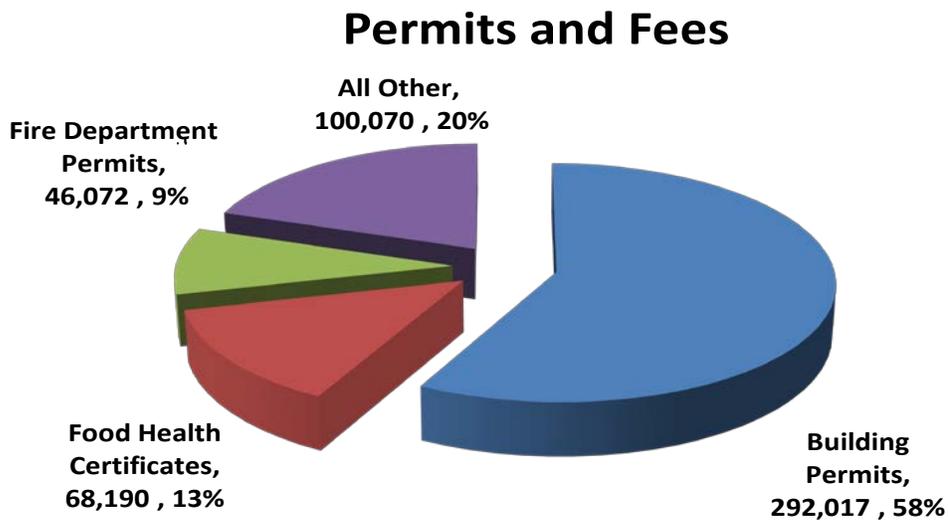
Receipts: General fund total receipts for the fiscal year is greater than budget (actual \$8,597,599 vs. expected \$8,050,056). Property tax receipts met budget expectations. Sales tax collections are above budget for the current fiscal year (106.4% actual vs. 100.0% budget). This is the Franchise Fee collection trend for FY 2017 vs. FY 2016:

Description	FY 2017 Amount	FY 2016 Amount	Increase (Decrease)
ONCOR	\$ 416,658	\$ 434,149	\$ (17,491)
TXU Gas	74,187	84,901	(10,714)
Suddenlink Cable	39,061	47,291	(8,231)
Telephone	56,869	79,664	(22,795)
Republic Services	55,086	58,885	(3,799)

Franchise Fee receipts in total are slightly above budget for the fiscal year (102.8% vs. 100.0%).

Permits & Fees are better due to continued residential homebuilding efforts throughout the City. For **Inspection Fees**, FY 2016 saw a higher level of revenue due to development activity for Seagoville Corners III, Anytime Fitness, Highland Meadows Phase IIB and others. FY 2017 inspection revenue was received from Shepard Place Homes. The trend for of FY 2017 vs. FY 2016 appears below:

Description	FY 2017 Amount	FY 2016 Amount	Increase (Decrease)
Building Permits	\$ 292,017	\$ 200,810	\$ 91,207
Inspection Fees	29,465	92,883	(63,418)
Food Health Certificates	68,190	70,120	(1,930)
Fire Department Permits	46,072	40,019	6,053
All Other	70,604	73,062	(2,457)



Inspection Fees for FY 2016 include \$22,840.81 from Seagoville Corners III, \$2,777.49 from Anytime Fitness and \$67,265.02 from Phase IIB of the Highland Meadows Addition for \$92,883.32. For FY 2017, the only amount received was \$29,265.03 from Shepard Homes.

Total receipts for the fiscal year are \$8,597,599 or 106.8% of budget. This is better than total General Fund receipts for last fiscal year (\$8,241,918); but the total revenue for the current fiscal year (106.8%) is less than the prior fiscal year (110.8%).

Expenditures: Total General Fund spending is below budget (96.6% actual vs. 100.0% budget).

City Secretary budget was increased due to turnover and the effort to fill the vacant position.

Sanitation budget was increased to reflect higher than expected consumer demand. There was sufficient **Sanitation revenue** to accommodate the budget expenditure increase.

Non departmental is over for the annual payment to TML for workers' compensation and property/casualty insurance. The spending trend for group life insurance, group long term disability, postage, attorney fees is also more than budget.

City Manager Directed includes the transfer to the Street Maintenance Fund (\$262,357) funding street construction projects and the transfer to the Vehicle Replacement fund (\$42,000).

The first of fifteen annual payments for the financing of the Fire department quint vehicle is included (\$72,000). The ongoing payment for the City Hall roof repair is within this category (\$47,470).

Due to an error by the County, the City refunded an overpayment on a lien reimbursement from the County. The net impact to the General Fund was \$10,004.12

It also includes the purchase of Laser fiche per the FY 2017 budget (\$10,977 spent, \$12,922 budgeted) and the upgrade to the City website (\$19,159.95 spent, \$20,000.00 budgeted). Also, the Police Department bought 26 safety helmets (\$14,357.00) from FY 2016 donated funds. The Police Department also acquired a 2017 Chevy Tahoe (\$46,483.97) and incurred minor vehicle related expenditures (\$700). The Fire Department incurred \$3,800 in emergency siren expenditures and purchased a 2017 Pierce Arrow XT 100' ladder truck (\$819,933).

Street infrastructure expenditures for FY 2017 appear below:

Elizabeth/Tunnel	\$4,200.00
Lasater/Simonds	624.00
Sidewalks	8,195.00
Woodhaven	<u>233,784.21</u>
Total	\$ <u>246,803.21</u>

Please note that other progress payments on Woodhaven Street improvements are in Street Maintenance fund 43.

Fund Balance – General Fund

In developing the FY 2018 budget, we projected to end FY 2017 with **149 days** of Fund Balance. At the close of the 2017 fiscal year, the General Fund balance is **167.1 days**.

Water and Sewer Fund (Fund 20)

Receipts: Total Water and Sewer Fund receipts exceeded budget expectations (108.4% vs. 100.0%). Water and Sewer Tap Fees reflect more development in the community. **Meter Installation Fees** reflect residential development activity in the City. **Penalties Interest and Reconnection Fees** show activity on late paying accounts.

Spending: Total Water and Sewer Fund spending is below budget (85.0% actual vs. 100.0% expected).

Utility Administration: This program is over expectations due to pension expense accrual as required by generally accepted governmental accounting standards. The standards require cities to make an annual adjustment from TMRS contributions made biweekly every pay period to an accrual based computation of pension expense based upon the W&S funds share of the change in

the pension liability from one year to the next. The annual budget for this fund and the General Fund is based on TMRS required contributions.

Reserve – Water and Sewer Fund

In developing the FY 2018 budget, we projected to end FY 2017 with **134.4 days** of reserve. At the close of the 2017 fiscal year, the Water and Sewer reserve is **321 days**.

W&S Debt Service (Fund 21)

Spending: Includes the semiannual interest payments on the Series 2006 bonds (\$25,596.12), the Series 2008 bonds (\$90,756.25) and the Series 2015 bonds (\$119,612.50). Principal payments for this fund are as follows:

Series 2006	\$48,888.89
Series 2008	115,000.00
Series 2015	145,000.00

Funding for debt service is from the water and sewer fund customers.

General Debt Service (Fund 2)

Spending: Includes expenditures for the following bond issues:

	<u>Interest</u>	<u>Principal</u>
2006 Bonds	31,995.14	61,111.11
2008 Bonds	42,731.25	55,000.00

Other expenditures include \$4,725 for paying agent fees. Funding is provided by property taxpayers.

Other Funds

FY 2015 Street Projects (Fund 41)

This fund transferred \$1,513,987.11 in available resources to Fund 43 Street Maintenance to consolidate remaining bond resources and contributions from the General Fund in one place. This transfer ends this fund.

Street Maintenance (Fund 43)

This fund provided resources for concrete repair of Malloy Bridge Road and other projects (\$227,426.01) and progress payments on Woodhaven reconstruction (\$188,821.79).

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2016-17
AS OF 9/30/17
100.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Amended Budget	Year-to-Date	% of Budget
Revenues:						
Property Taxes	\$3,377,800	3,418,150	101.2%	\$3,768,772	\$3,769,342	100.0%
Sales Taxes	\$2,040,040	2,189,064	107.3%	\$2,204,909	\$2,344,995	106.4%
Franchise Fees	\$648,300	736,978	113.7%	\$647,500	\$665,720	102.8%
Permits & Fees	\$204,175	476,893	233.6%	\$258,125	\$506,348	196.2%
Sanitation	\$901,725	912,035	101.1%	\$962,050	\$975,394	101.4%
Senior Activities	\$24,000	39,479	164.5%	\$24,000	\$45,332	188.9%
Fines	\$238,000	201,829	84.8%	\$177,200	\$239,166	135.0%
Interest	\$1,500	5,273	351.5%	\$1,500	\$12,584	838.9%
Grants	\$0	12,548	0.0%	\$0	\$13,274	0.0%
Loan Proceeds	\$0	175,000	0.0%	\$0	\$0	0.0%
Miscellaneous	\$6,000	74,669	1244.5%	\$6,000	\$25,444	424.1%
Total Revenues	\$7,441,540	\$8,241,918	110.8%	\$8,050,056	\$8,597,599	106.8%
Transfers In:	\$404,904	424,352	104.8%	\$379,904	\$379,904	100.0%
Expenditures:						
City Council	\$5,450	\$2,946	54.1%	\$9,450	\$2,956	31.3%
City Manager	\$163,193	185,755	113.8%	\$206,358	\$202,468	98.1%
City Secretary	\$117,058	107,985	92.2%	\$141,595	\$141,595	100.0%
Finance	\$332,062	323,893	97.5%	\$349,443	\$342,172	97.9%
Animal Control	\$127,487	110,386	86.6%	\$117,382	\$109,912	93.6%
Code Enforcement Bldg Inspection/Services	\$170,946	167,781	98.1%	\$175,197	\$165,245	94.3%
Police	\$202,346	\$195,191	96.5%	\$255,616	\$247,846	97.0%
Police	\$1,919,769	\$1,766,385	92.0%	\$1,929,014	\$1,834,112	95.1%
Planning	\$65,256	65,665	100.6%	\$81,656	\$75,313	92.2%
Fire	\$1,547,491	1,495,616	96.6%	\$1,579,045	\$1,523,483	96.5%
Municipal Court	\$169,648	\$167,654	98.8%	\$161,508	\$161,003	99.7%
Library	\$171,426	170,799	99.6%	\$177,730	\$177,341	99.8%
Senior Center	\$190,532	189,407	99.4%	\$193,552	\$194,274	100.4%
Streets	\$498,883	356,526	71.5%	\$495,492	\$493,985	99.7%
Sanitation	\$682,920	694,067	101.6%	\$741,578	\$741,578	100.0%
Support Services	\$605,424	542,702	89.6%	\$669,800	\$592,508	88.5%
Parks	\$226,663	224,506	99.0%	\$231,437	\$218,943	94.6%
Emergency Medical Service	\$164,080	164,080	100.0%	\$164,080	\$164,005	100.0%
Information Technology	\$96,669	80,090	82.9%	\$93,759	\$94,485	100.8%
Human Resources	\$106,661	104,495	98.0%	\$110,403	\$107,405	97.3%
Non Departmental	\$342,835	\$307,323	89.6%	\$340,760	\$350,849	103.0%
Total Expenditures	\$7,906,799	\$7,423,253	93.9%	\$8,224,856	\$7,941,479	96.6%
City Manager Directed	\$266,179	\$773,164	290.5%	\$544,749	\$1,608,383	295.3%

**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2016-17
AS OF 9/30/17
100.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$2,371,804	\$2,462,782	103.8%	\$3,117,634	\$3,273,533	105.0%
Sewer Service	\$2,633,248	\$2,841,542	107.9%	\$3,120,468	\$3,381,899	108.4%
Outside Contractor Tap Fees	\$0	\$0	0.0%	\$0	\$16,600	0.0%
Penalties and Interest	\$115,000	\$123,702	107.6%	\$110,000	\$145,229	132.0%
Pretreatment Sewer Revenue	\$32,006	\$41,304	129.1%	\$46,388	\$45,003	97.0%
Reconnection Fees	\$35,000	\$50,825	145.2%	\$35,000	\$68,160	194.7%
Meter Installation	\$1,600	\$12,825	801.6%	\$1,600	\$10,175	635.9%
Online Payment Fee	\$3,500	\$6,488	185.4%	\$4,500	\$8,074	179.4%
Interest Earnings	\$2,000	\$4,572	228.6%	\$2,000	\$11,036	551.8%
Miscellaneous	\$450	\$2,761	613.6%	\$450	\$1,962	436.0%
Bank and NSF Fees	\$2,500	\$1,380	55.2%	\$900	\$1,560	173.3%
Water Tap Fees	\$4,200	\$1,200	28.6%	\$0	\$11,151	0.0%
Sewer Tap Fees	\$3,000	\$1,250	41.7%	\$0	\$7,800	0.0%
Total Revenues	\$5,204,308	\$5,550,631	106.7%	\$6,438,940	\$6,982,181	108.4%
Expenditures:						
Utility Administration	\$241,232	\$176,211	73.0%	\$164,652	\$173,781	105.5%
Water Services	\$1,498,255	\$1,503,196	100.3%	\$1,908,999	\$1,679,608	88.0%
Sewer Services	\$2,180,132	\$1,985,052	91.1%	\$2,349,774	\$1,812,018	77.1%
Customer Services	\$248,659	\$249,538	100.4%	\$214,119	\$201,159	93.9%
Non Departmental	\$203,606	146,812	72.1%	\$395,806	\$321,563	81.2%
Debt Service Transfer	\$549,100	\$423,623	77.1%	\$599,467	\$599,467	100.0%
Total Expenditures	\$4,920,984	\$4,484,431	91.1%	\$5,632,817	\$4,787,596	85.0%
Transfers Out	\$1,046,304	396,752	37.9%	\$752,304	\$666,562	88.6%

OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2016-17
AS OF 9/30/17
100.00% of Budget Year

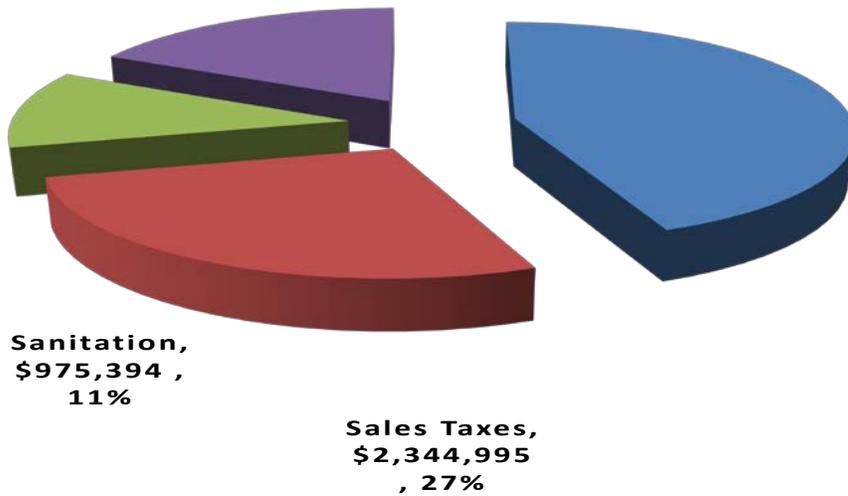
FUND #	FUND NAME	FY 2016 ACTUAL YEAR-TO-DATE REVENUES	FY 2017 ANNUAL REVENUE BUDGET	FY 2017 ACTUAL YEAR-TO-DATE REVENUES	FY 2016 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2017 ANNUAL EXPENDITURE BUDGET	FY 2017 ACTUAL YEAR-TO-DATE EXPENDITURES
ENTERPRISE FUNDS					ENTERPRISE FUNDS		
21	W&S Debt Service	\$562,564	\$599,517	\$599,821	\$246,651	\$599,467	\$537,914
22	W&S Improvements	\$167,963	\$400,000	\$314,258	\$163,170	\$605,000	\$313,323
61	Storm Water	\$67,937	\$82,800	\$70,463	\$42,485	\$82,900	\$80,170
SPECIAL REVENUE FUNDS					SPECIAL REVENUE FUNDS		
29	Police Seizure State	\$515	\$623	\$623	\$1,025		\$1,231
32	Miscellaneous Grants	\$2,380	\$2,550	\$3,274	\$1,726	\$2,777	\$4,227
35	Recycle Revenue Fund	\$2,121	\$500	\$284	\$861	\$500	\$799
36	Municipal Court	\$7,921	\$7,500	\$9,456	\$4,643	\$20,366	\$7,846
38	Park Development			\$56,500			
39	Hotel Motel Fund	\$33,907	\$24,000	\$40,480	\$31,830	\$24,000	\$40,480
42	Park Maintenance	\$1,685	\$2,000	\$768			
43	Street Maintenance		\$262,457	\$1,779,034			\$416,248
45	Animal Shelter	\$3,326	\$1,500	\$3,396	\$4,525	\$3,000	\$1,066
47	Vehicle Replacement Fund	\$80,445	\$44,500	\$42,000			
50	TLEOSE Fund			\$1,341			\$924
52	InterAgency PS Training	\$272	\$3,000		\$1,153	\$5,000	
DEBT SERVICE FUND					DEBT SERVICE FUND		
2	General Debt Service	\$239,685	\$192,219	\$196,163	\$236,428	\$192,198	\$195,563
CAPITAL PROJECTS					CAPITAL PROJECTS		
41	FY 2015 Street Projects	\$6,679	\$2,000	\$9,040	\$875,949	\$1,774,815	\$1,727,509

**YTD General Fund Revenues
FY 2017**

All Other,
\$1,507,869 , 18%

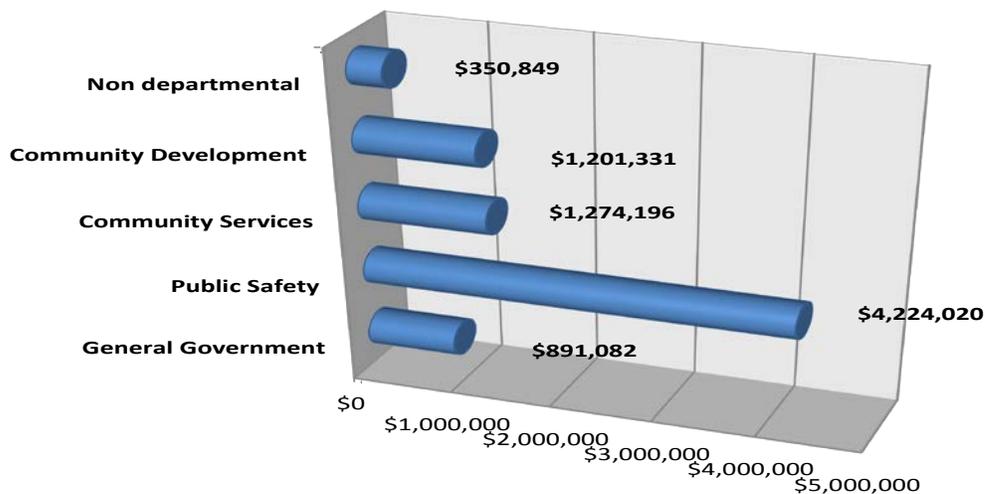
Total \$8,597,599

Property
Taxes,
\$3,769,342 , 44%



**YTD General Fund Expenditures
FY 2017**

Total \$8,224,856



General Government

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

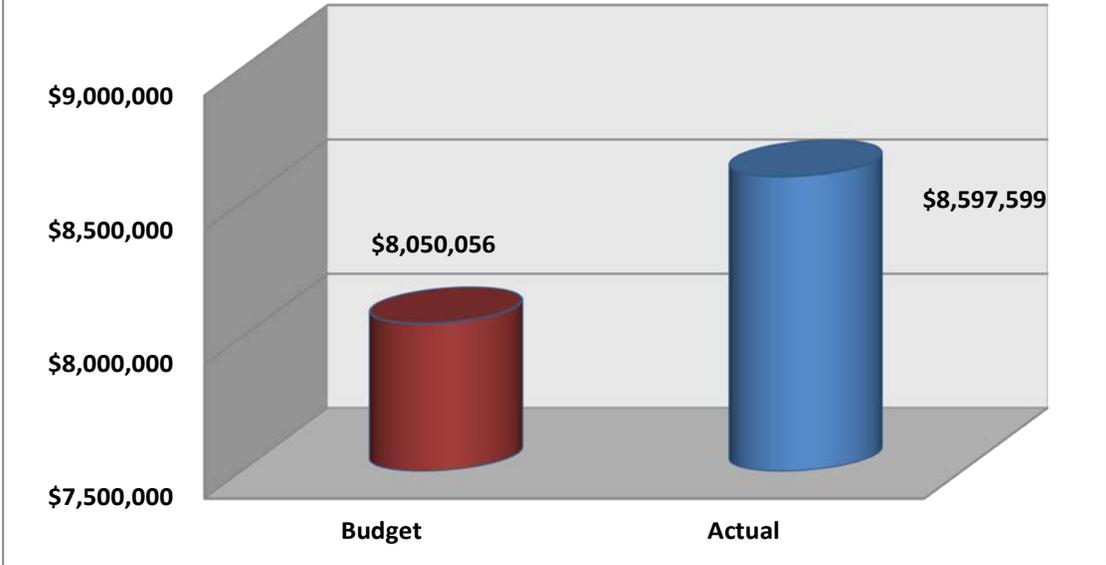
Community Services

Municipal Court, Library, Senior Center, Sanitation

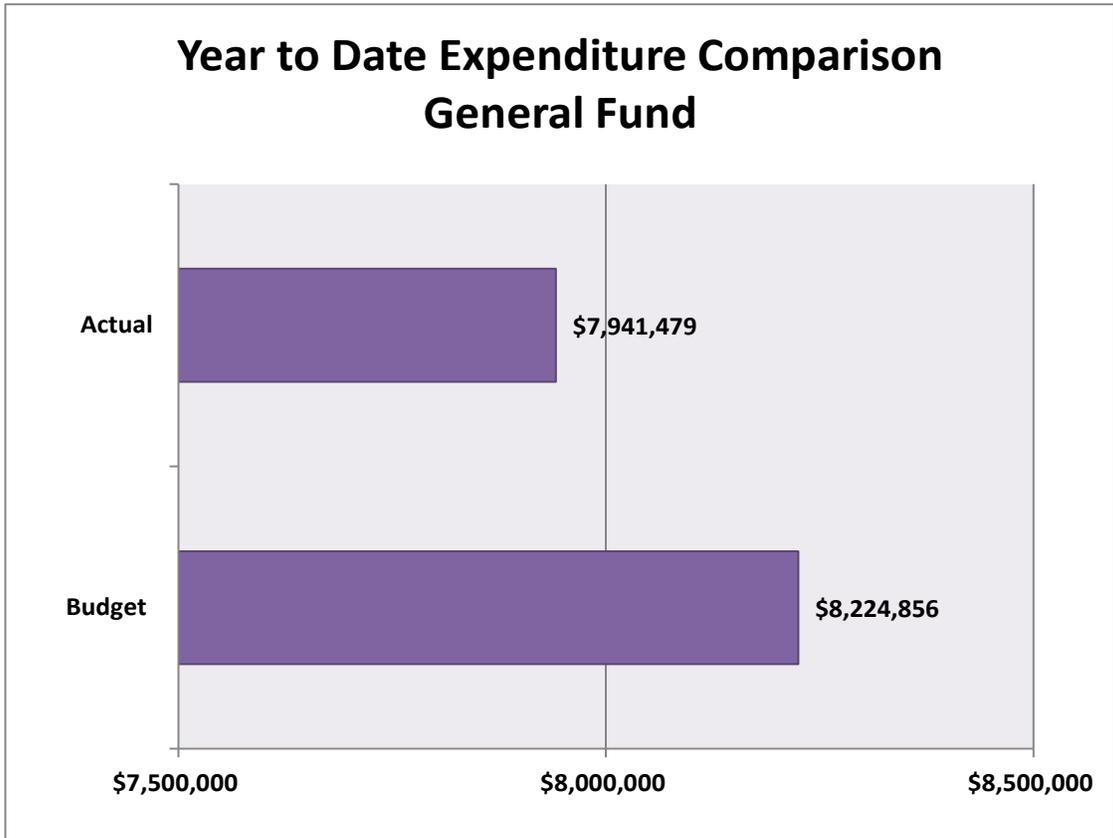
Public Safety

Police, Fire, Ambulance, Support Services, Animal Control

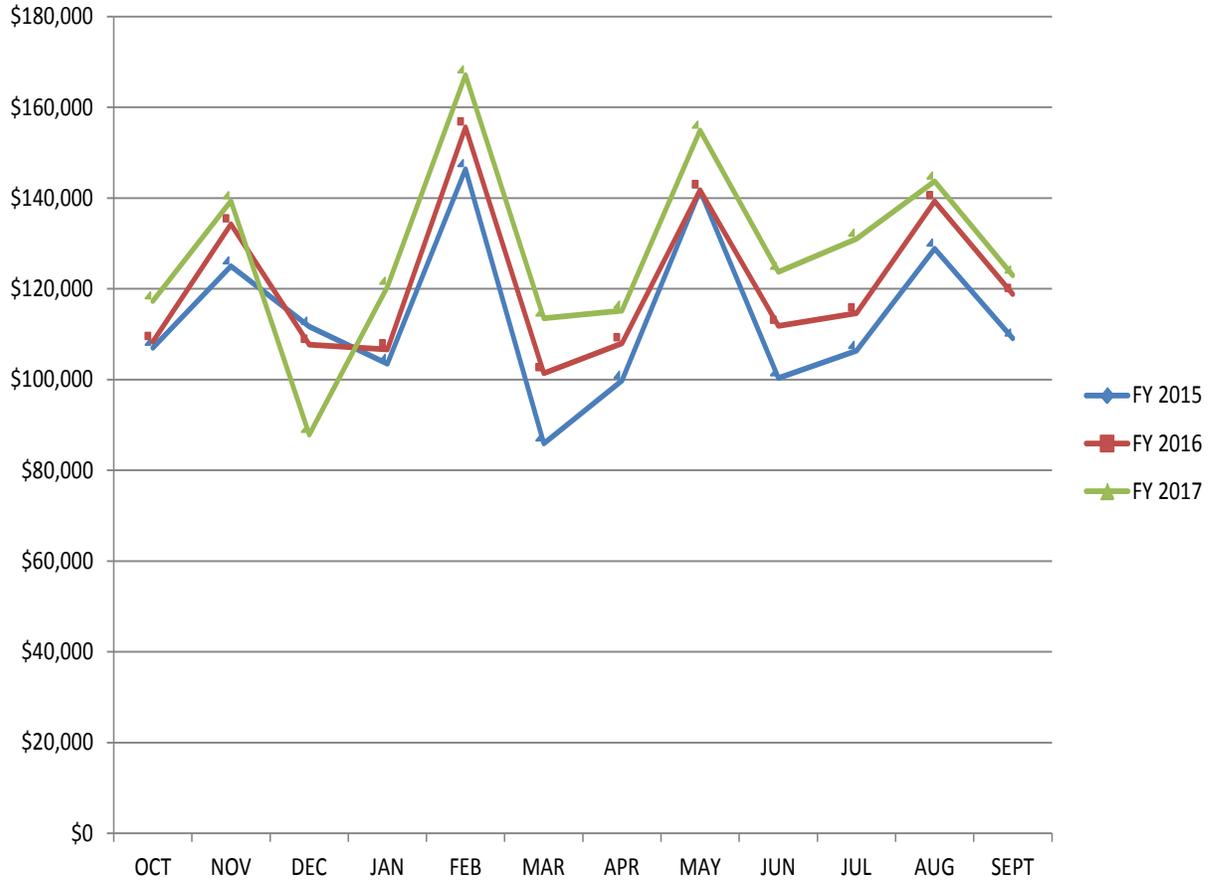
Year to Date Revenue Comparison General Fund



Year to Date Expenditure Comparison General Fund

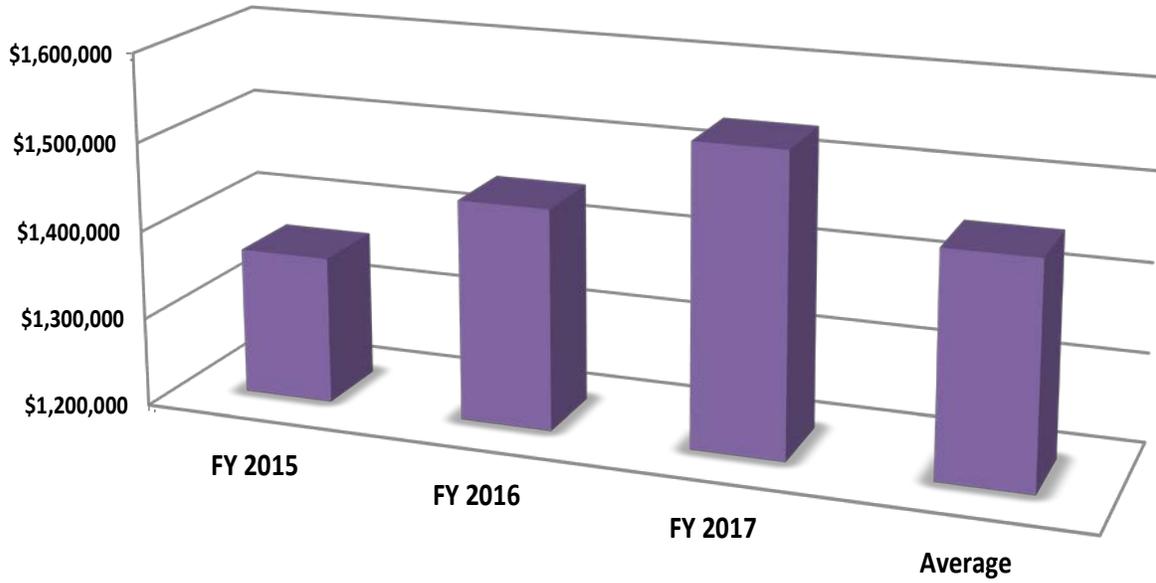


General Fund Sales Tax Comparison



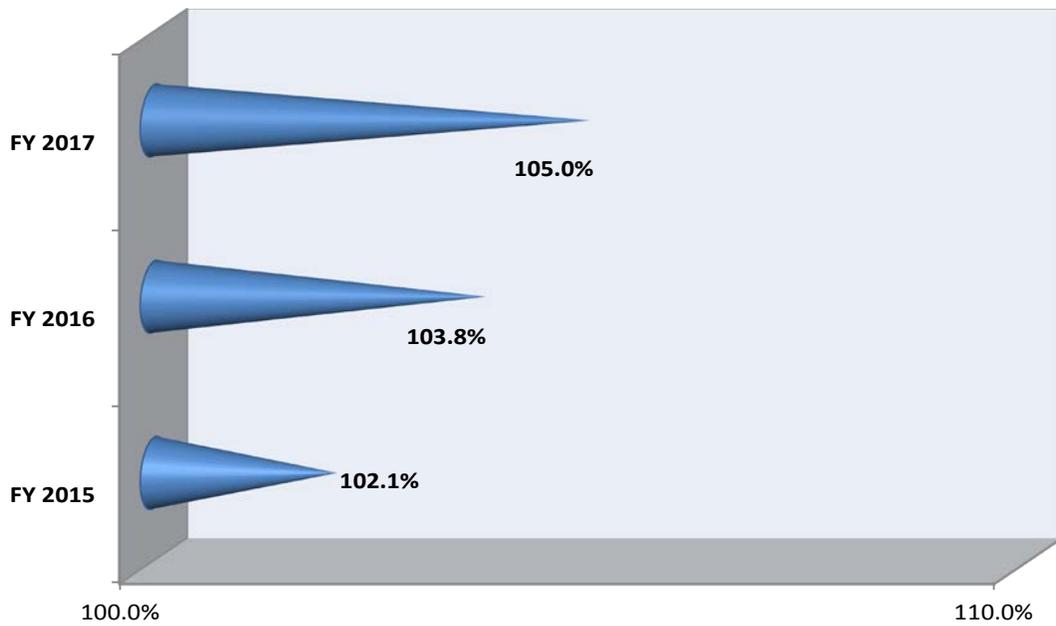
	FY 2015	FY 2016	FY 2017
OCT	107,003.12	108,304.81	117,255.97
NOV	124,981.98	134,211.07	139,335.95
DEC	111,677.33	107,679.72	87,836.00
JAN	103,452.34	106,634.86	120,436.32
FEB	146,386.16	155,594.11	167,079.94
MAR	85,928.29	101,380.53	113,468.05
APR	99,756.27	107,966.73	115,183.31
MAY	141,681.14	141,751.32	154,902.01
JUN	100,302.58	111,825.38	123,730.29
JUL	106,340.37	114,616.88	131,020.10
AUG	128,849.58	139,302.65	143,683.22
SEPT	109,082.88	118,827.00	122,944.19

Fiscal Year to Date Comparison - Sales Tax



	FY 2015	FY 2016	FY 2017	Three Year Average
Fiscal Year To Date	1,365,442.01	1,448,095.02	1,536,875.32	1,450,137.45

Water Revenue as a % of Budget 75% of the Fiscal Year



Sewer Revenue as a % of Budget 75% of the Fiscal Year



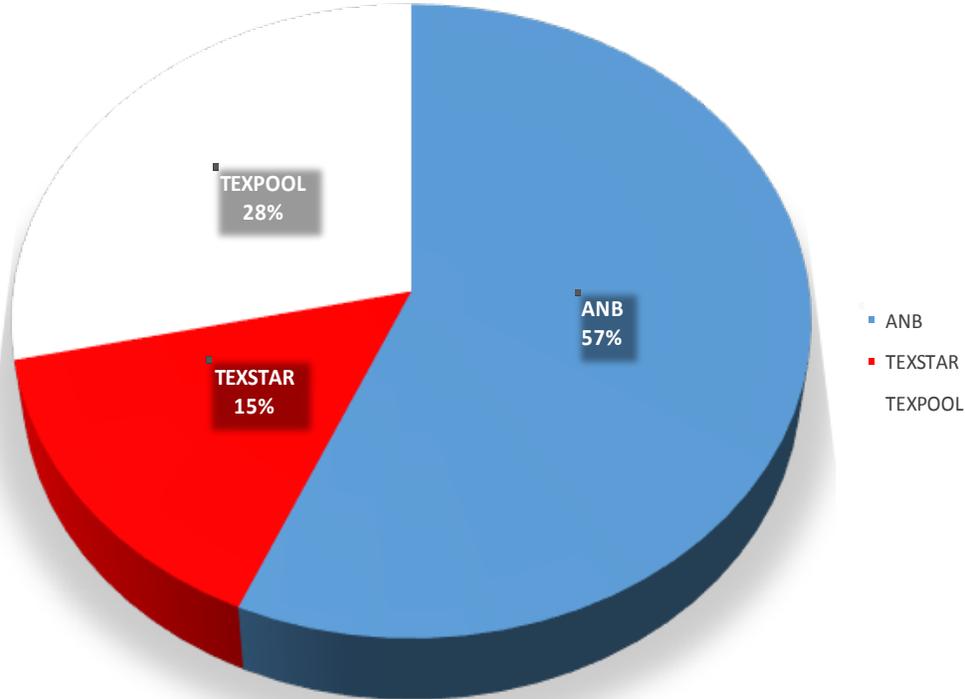
CITY OF SEAGOVILLE

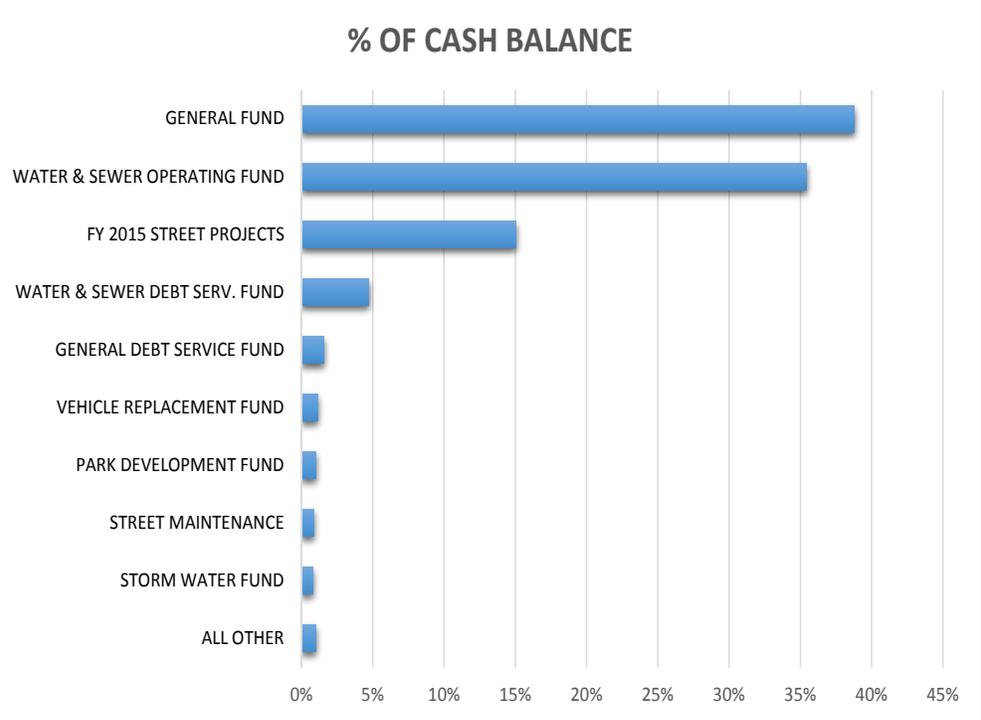
CASH REPORT

4th QUARTER FY 2017

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF APRIL 1, 2017	CHANGES	ACCT BALANCE AS OF JUNE 30, 2017
800008997	ANB Group Insurance Trust Bank	50.09	0.96	51.05
800000838	ANB PAYROLL FUND	11,859.19	418.57	12,277.76
4600130068	ANB ROOF	143,370.40	(11,850.47)	131,519.93
4600016705	ANB PEG	80,350.66	10.02	80,360.68
800007205	ANB PRIMARY	6,071,410.72	(720,519.13)	5,350,891.59
572915620	TEXSTAR	1,683,741.77	(167,064.92)	1,516,676.85
800013104	ANB ANIMAL SHELTER OPERATIONS	4,489.51	0.56	4,490.07
449/1291300001	TEXPOOL-GENERAL FUND	1,519,195.01	3,813.05	1,523,008.06
449/1291300003	TEXPOOL-WATER AND SEWER	1,285,963.37	2,224.46	1,288,187.83
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	309,344.67	776.46	310,121.13
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,182.97	27.97	11,210.94
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	51,152.92	128.37	51,281.29
			-	
TOTALS		\$ 11,172,111.28	\$ (892,034.10)	\$ 10,280,077.18

% OF TOTAL CASH





Regular Session Agenda Item: 3

Meeting Date: January 8, 2018

Item Description

Discuss and consider the approval of a Resolution authorizing an Agreement for Professional Engineering Services on a defined scope of services basis by and between the City of Seagoville and HALFF Associates, Inc., for the reconstruction of Crestview Lane from its point of intersection with E. Malloy Bridge Road to its point of intersection with Hall Street, in amount not to exceed one hundred forty thousand, six hundred dollars and no cents (\$140,600.00).

BACKGROUND OF ISSUE:

On December 4, 2017, Staff made a presentation to the City Council that outlined a proposal to move forward with three (3) street maintenance projects in FY2018. The first street maintenance project is currently underway on Hall Street from Kaufman Street to Shady Lane, which will require the milling and replacement of two (2) inches of asphalt. The second scheduled street maintenance project would then be the complete reconstruction of Crestview Lane, and the third project if funds are available would be the complete reconstruction of a portion of Ross Lane.

Staff recommends utilizing HALFF Associates to provide engineering services throughout the Crestview Lane reconstruction project. In order to utilize HALFF Associates for this project, the City Council will need to authorize the approval of a Resolution authorizing an Agreement for Professional Services on a defined scope of services basis between the City of Seagoville and HALFF Associates, Inc., for the reconstruction of Crestview Lane from its point of intersection with E. Malloy Bride Road to its point of intersection with Hall Street.

If approved, HALFF Associates will provide the City with full engineering plans and services as outlined in Exhibit A to reconstruct Crestview Lane. Staff will seek Council approval before advertising for bids.

FINANCIAL IMPACT:

Engineering services \$140,600.00.

ATTACHMENTS AND EXHIBITS

Attachment 1.	Agreement for Professional Engineering Services on a defined scope of services basis.
Exhibit A.	Scope of Services

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 02-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BY AND BETWEEN THE CITY OF SEAGOVILLE AND HALFF ASSOCIATES, INC., A TEXAS CORPORATION, FOR THE RECONSTRUCTION OF CRESTVIEW LANE FROM ITS POINT OF INTERSECTION WITH EAST MALLOY BRIDGE ROAD TO ITS POINT OF INTERSECTION WITH HALL STREET, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND, SIX HUNDRED DOLLARS AND NO CENTS (\$140,600.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the private sector and the public sector on a “defined scope of services basis”; and

WHEREAS, the City of Seagoville (“City”) desires to enter into an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Engineer to perform the services related to the reconstruction of Crestview Lane as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the Agreement with the Engineer in an amount not to exceed one hundred forty thousand, six hundred dollars and no cents (\$140,600.00), and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves an Agreement, with the Exhibit(s) thereto, by and between the City and Engineer in an amount not to exceed one hundred forty thousand, six hundred dollars and no cents (\$140,600.00), which is attached hereto and incorporated herein as Attachment 1, and hereby authorizes the City Manager to execute said Agreement.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That 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 PASSED by the City Council of the City of Seagoville, Texas, on the 8th day of January, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 01/02/2018)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Seagoville, Texas**, a municipal corporation, duly authorized to act by the City Council of said Client, hereinafter called "Client," and **Half Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a municipal corporation. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

3. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

4. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

5. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

6. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable

under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in **Dallas** County, Texas.

15. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

17. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

18. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

20. AGREED REMEDIES - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

21. **WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CITY OF SEAGOVILLE, TEXAS, TEXAS

By: Stephen Crawford
Signature
Stephen Crawford
Printed Name
Vice President
Title
January 3, 2018
Date

By: _____
Signature

Printed Name

Title

Date

**EXHIBIT “A”
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.
CRESTVIEW LANE RECONSTRUCTION
(E. MALLOY BRIDGE ROAD TO HALL STREET)**

I. PROJECT DESCRIPTIONS

Crestview Lane – E. Malloy Bridge Road to Hall Street

The project involves improvements for the reconstruction of approximately 2,850 linear feet of Crestview Lane, an existing 2-lane asphalt roadway, from the northern edge of pavement of E. Malloy Bridge Road to the southern edge of pavement of Hall Street. The new pavement section will be a 2-lane rural concrete roadway and will be reconstructed to generally the same lines and grades as the existing roadway. The project also includes new concrete paving for driveway/cross street adjustments, drainage, pavement markings, signing, erosion control, and traffic control.

Services provided by the Engineer include preparation of construction documents for the aforementioned improvements; geotechnical investigation and design recommendations for new roadway pavements; and conditional traffic counts within the project corridor.

II. TASK SUMMARY

Task 1 – 30% Construction Plans (Concept).

- Survey for Design: Topographic Survey has been complete by others; Halff will spot check, verify control network, and prepare Project Survey Control sheet.
- Concept Construction Plans: Prepare conceptual construction plans including a 1”=40’ scale drawings (22 inch x 34 inch, reproducible to half-size) including paving plan/profile, typical sections, drainage area map, and analysis of existing storm drain culverts and trunk lines along with a report summarizing the project design parameters and probable construction costs; submit PDF plans for franchise utility companies.
- Contact franchise utility companies and obtain record drawing information (SUE Quality Level D); Provide recommendations for remediation of Franchise Utility conflicts. **Franchise utility relocation plans and permitting to be provided by the respective utility. Design of Franchise Utility recollection plans, and associated permitting, is excluded.**
- Geotechnical Pavement Design Recommendations (CMJ Engineering): Perform six (6) sample borings to a depth of 8 feet below existing grade; perform laboratory testing on sample borings to determine soil characteristics; prepare 20-year and 30-year pavement subgrade and pavement section recommendations for Crestview Lane corridor.
- Traffic Counts (Gram Traffic NTX, Inc.): Perform one-day traffic count on the projects designated trash day to determine quantity and characteristic of existing traffic on Crestview Lane.

Task 2 – 70% Construction Plans (Preliminary).

- Preliminary Construction Plans: Address the City’s comments from the 30% Concept Plan Submittal; prepare 70% design plans including cover sheet, general notes, quantity sheets, typical

sections, removal plans, paving plan/profiles, grading plans, drainage area map, runoff computations, storm drain plan/profiles for new storm drain mains (lateral profiles to be included with 90% Plans, if needed), municipal utility adjustment plans, traffic control plans, construction sequencing plans, signing and marking plans, erosion control plans, standard details, and cross sections every 50 feet; ; submit PDF plans for franchise utility companies.

- Preliminary Engineer's Opinion of Probable Construction Cost.

Task 3 – 90% Construction Plans (Final).

- Final Construction Plans: Address the City's comments from the 70% Construction Plan Submittal; prepare 90% design plans including updated cover sheet, general notes, quantity sheets, typical sections, removal plans, paving plan/profiles, grading plans, drainage area map, runoff computations, storm drain plan/profiles for new storm drain mains and laterals, municipal utility adjustment plans, traffic control plans, construction sequencing plans, signing and marking plans, erosion control plans, standard details, and cross sections every 50 feet.
- Prepare Draft Construction Contract Documents and Specifications for review.
- Update Engineer's Opinion of Probable Construction Cost

Task 4 – 100% Construction Plans (Bid Set).

- Construction Documents: Address the City's comments from the 90% Construction Plan Submittal; Prepare Signed and Sealed Bidding Documents; submit PDF plans for franchise utility companies.
- Preparation and Distribution of Bid Sets: Plans, Specifications and Bidding documents will be provided in an electronic format for advertisement and distribution.
- Submittal to ADA/TDLR and addressing comments as required.
- Final Engineer's Opinion of Probable Cost.

Task 5 – Bidding Services

- Pre-Bid: Prepare Bid Advertisement; coordination with the City during project bidding; review questions from Bidders and prepare addenda. Addenda will be provided in an electronic format for distribution to the registered Bidders.
- Post-Bid: Prepare bid tabulations; review Bidders qualifications; prepare letter of recommendation to the City Council; prepare Conformed Document set incorporating addenda issued during the bidding process; review pre-construction meeting agenda.

Task 6 – Construction Administration and Record Drawings

- Construction Site Visits – 1 site visit per month for a 4-month construction duration by Project Engineer.
- Review and recommendation to the City of Contractor Submittals
- Coordination with the City during construction for design modifications
- Meetings with the City and Contractor as requested
- Electronic Record Plan Set: Incorporate the Contractor, City Inspector, and Engineer's as-built mark-ups; Prepare PDF and AutoCAD files of the record drawings for the City
- Total man-hours for Construction Administration tasks shall not exceed 80 hours without fee adjustment.

Task 7 – Construction Inspection

- A Part-Time Construction Inspector will be provided for this project; estimated effort is an average of three (3) days a week (or twenty-four (24) hours a week) for a four (4) month period for a total of 48 days (or 384 hours). Halff will furnish personnel and equipment as required to perform on-site inspections.
- Construction Inspection tasks include: Communication with the contractor as to the work schedule; prepare site observation reports including a summary of the contractor's activities with photos, no less than bi-weekly; verify monthly construction progress and quantity estimates as the basis of payment to the contractor; attend on-site meetings as necessary or required including when requested by the Halff project manager or City staff, or to meet franchise utilities when necessary to discuss issues regarding the project; interpret the contract plans and specifications to determine construction compliance; determine the suitability of on-site materials to be used in the construction; reject work and materials that do not conform to the contract documents; conduct a final walk-through with City staff and the contractor to facilitate the preparation of a final punch list; coordination of construction material testing and/or schedule.

III. ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope will be considered additional services and will be provided as requested and authorized by City of Coppell. Halff Associates Inc. can provide the following services; however, these services are excluded from the scope of this agreement:

- Changes to plans due to City design criteria changes after the 70% plan review and notice to proceed on the 90% plans.
- Submittal, Review, Platting, and Permitting Fees or other Fees associated with adjacent commercial and/or residential development.
- Field survey
- Franchise utility infrastructure design.
- Legal Descriptions for vacation of utility easements and/or ROW.
- Right-of-Way appraisal and acquisition services.
- Construction Inspection and Resident Engineering services.
- Construction Material Testing services.
- CLOMR/LOMR studies and/or applications and field survey for as-built verification.
- Individual Section 404 Permitting and site specific mitigation plans.
- Preparation of Construction related SWPPP, NOI, NOT, etc.
- Construction layout staking.
- Hazardous material site assessment.
- Development of signal timing plans for the intersections.
- Full-Time Construction Inspection.
- Items not specifically included in the Scope of Services.

IV. DELIVERABLES

Deliverables are for each project part.

Task	Deliverables
Task 1 – 30% Construction Plans	<ul style="list-style-type: none"> • Two (2) of 22” x 34” Construction plans • Two (2) Sets of 11” x 17” Construction plans • Two (2) Copies of preliminary Geotechnical information. • Two (2) Copies of landscape memorandum. • PDF copies of all deliverables
Task 2 – 70% Construction Plans	<ul style="list-style-type: none"> • Two (2) of 22” x 34” Construction plans • Two (2) Sets of 11” x 17” Construction plans • One (1) copy of Final Geotechnical Report • PDF copies of all deliverables
Task 3 – 90% Construction Plans	<ul style="list-style-type: none"> • Two (2) of 22” x 34” Construction plans • Two (2) Sets of 11” x 17” Construction plans • Three (3) Sets of Construction Contract Documents and Specifications • PDF copies of all deliverables
Task 4 – 100% Construction Plans	<ul style="list-style-type: none"> • Two (2) Sets of 11" x 17" construction plans prior to bidding • Two (2) Sets of Construction Contract Documents and Specifications prior to bidding • PDF copies of all deliverables
Task 5 – Bidding Services	<ul style="list-style-type: none"> • Twenty (20) Sets of Construction Contract Documents and Specifications for bidding. • Four (4) Sets of Construction Contract Documents and Specifications for execution after bidding. • Six (6) 22" x 34" Construction plans to issue for construction after bidding • Ten (10) 11" x 17" Construction plans to issue for construction after bidding
Task 6 – Construction Administration	<ul style="list-style-type: none"> • Copies of Site Visit Reports • Copies of Submittal Reviews • One (1) 22"x34" bond copy of the record drawings • One (1) 22"x34" mylar copy of the record drawings • One (1) PDF copy of each sheet of the record drawings • One (1) DWG of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.
CRESTVIEW LANE RECONSTRUCTION
(E. MALLOY BRIDGE ROAD TO HALL STREET)**

I. COMPENSATION SCHEDULE – CRESTVIEW LANE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	February 2018	
Task 1 – 30% Construction Plans	March 2018	\$26,700
Task 2 – 70% Construction Plans	May 2018	\$34,900
Task 3 – 90% Construction Plans	June 2018	\$18,800
Task 4 – 100% Construction Plans	July 2018	\$12,700
Task 5 – Bidding Services	August 2018	\$6,0000
Task 5 – Construction Administration	January 2019	\$10,000
Task 5 – Record Drawings	February 2019	-
Task 6 – Construction Inspection	January 2019	\$31,500
Total Compensation		\$140,600

II. COMPENSATION SUMMARY – CRESTVIEW LANE

Basic & Special Engineering Services (Lump Sum)	Amount
Task 1 – 30% Construction Plans	\$26,700
Task 2 – 70% Construction Plans	\$34,900
Task 3 – 90% Construction Plans	\$18,800
Task 4 – 100% Construction Plans	\$12,700
Task 5 – Bidding Services	\$6,0000
Total Basic & Special Engineering Services:	\$99,100

Special Construction Services (Hourly Not-to-Exceed)	Amount
Task 5 – Construction Administration & Record Drawings	\$10,000
Task 6 – Construction Inspection	\$31,500
Total Special Construction Services:	\$41,500

Regular Session Agenda Item: 4

Meeting Date: **January 8, 2018**

ITEM DESCRIPTION

Discuss and consider approving a Resolution ratifying and approving a Professional Services Agreement by and between the Seagoville Economic Development Corporation and The Retail Coach, LLC, for economic development purposes.

BACKGROUND OF ISSUE:

Over the past five (5) years numerous local groups and individuals have asked for expanded retail development in Seagoville. Both the SEDC Board of Directors and Members the City Council have inquired as to why Seagoville is not able to attract restaurants, shopping venues, hotels and medical facilities? In an effort to attract the quality retail development that is deserved in Seagoville, SEDC Board Member Jose Hernandez suggested that we contact The Retail Coach and ascertain what service(s) they may be able to offer to Seagoville that may assist in bringing quality retail development to our community.

On December 18, 2017, The Retail Coach made a presentation to a joint meeting of the SEDC and City Council. The Retail Coach is a national retail consulting, market research and development firm. They “combine their experience, strategy technology and creative marketing to execute high impact retail recruitment and development strategies for local governments, chambers of commerce and economic development corporations.” At the end of the presentation, the consensus of the SEDC and City Council was to move forward with a Professional Services Agreement with The Retail Coach.

On January 4, 2018, the SEDC Board of Directors approved a Resolution authorizing the Board Chair to execute a Professional Services Agreement with The Retail Coach. Because of the amount of the financial obligation, the SEDC Board’s actions must be ratified and approved by the City Council before any payment is made.

FINANCIAL IMPACT:

The total compensation fee is invoiced in three (3) payments of \$10,000.00 each for a total of \$30,000.00 plus an estimated reimbursable amount of \$1,500.00 for travel costs, renderings reports and shipping. Bringing the total for the first year of the Agreement to \$31,500.00. Each subsequent year after the first year will be \$20,000.00.

RECOMMENDATION:

Staff recommends approving the Professional Services Agreement with The Retail Coach.

EXHIBITS AND ATTACHMENTS

Attachment 1. Professional Services Agreement
Exhibit A. Scope of Services Retail Economic Plan Proposal.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 03-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE RETAIL COACH FOR THE PURPOSES OF PROVIDING ASSISTANCE IN CREATING A SEAGOVILLE BUSINESS DEVELOPMENT STRATEGY IN AN AMOUNT NOT TO EXCEED THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$31,500.00) INCLUDING REASONABLE TRAVEL EXPENSES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) has approved and desires to enter into a Professional Services Agreement (“Agreement”) with The Retail Coach, LLC, (“Professional”) for the purposes of providing assistance in creating a Seagoville Business Development Strategy; and

WHEREAS, the SEDC unanimously approved entering into the Agreement with the Professional in an amount not to exceed \$31,000.00, plus reasonable travel expenses; and

WHEREAS, the City Council has determined that ratifying the action taken by the SEDC to enter into the Agreement with the Professional for the purposes of providing assistance in creating a Seagoville Business Development Strategy is in the best interest of the City and will further the purposes for which the SEDC was created and should therefore be approved.

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

SECTION 1. The City Council hereby ratifies and approves the Professional Services Agreement, attached hereto as Attachment A and made a part hereof for all purposes, by and between the SEDC and The Retail Coach, LLC, in an amount not to exceed thirty-one thousand, five hundred dollars and no cents (\$31,500.00), plus reasonable travel expenses, for the purposes of providing assistance in creating a Seagoville Business Development Strategy.

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 PASSED by the City Council of the City of Seagoville, Texas, on the 8th day of January, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 01/02/2018)

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and The Retail Coach, LLC, a Mississippi limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, SEDC desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist SEDC in creating a Seagoville Business Development Strategy (the “Project”); and

WHEREAS, the Professional desires to render professional services for SEDC on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to SEDC all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the SEDC in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of thirty-one thousand five hundred dollars (\$31,500), plus reasonable travel expenses.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all other expenses related to the services provided pursuant to this Agreement including, but not limited to, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should SEDC require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of SEDC. In the event of an assignment by the Professional to which the SEDC has consented, the assignee shall agree in writing with SEDC to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that SEDC assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of SEDC. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for SEDC:

Patrick Stallings
City of Seagoville/Seagoville EDC
702 N. Hwy. 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith,
LLP
500 North Akard, 1800 Ross Tower
Dallas, Texas 75201

If intended for Professional:

Attn: C. Kelly Cofer
The Retail Coach, LLC
PO Box 7272
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name SEDC, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the SEDC for cancellation of the insurance; (3) provide for a waiver of subrogation against the SEDC for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the SEDC of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by SEDC.

6.10 Indemnification. SEDC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST SEDC, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "SEDC") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SEDC OR BREACH OF SEDC'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS SEDC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR

PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE SEDC, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY SEDC ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Business Prohibitions. By executing this contract, the Professional verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. The Professional further verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2018.

Seagoville Economic Development Corporation

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 2018.

The Retail Coach, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES
(To Be Inserted Here)



Retail Economic Development Plan - Proposal

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PROPOSAL FOR:
**Seagoville Economic
Development Corporation**

PREPARED BY:
**Aaron Farmer
Senior Vice President**

**Kelly Cofer
President/CEO**



WHO WE ARE

Your Retail Partner

We are a national retail consulting, market research, and development firm. Our experience combines strategy, technology, and creative marketing to execute high-impact retail recruitment and development strategies for local governments, chambers of commerce, and economic development organizations.

Since 2000, we have provided the research, relationships, and strategies needed to drive new retail developments in communities across the United States.

PROVEN RESULTS

3.5+ million

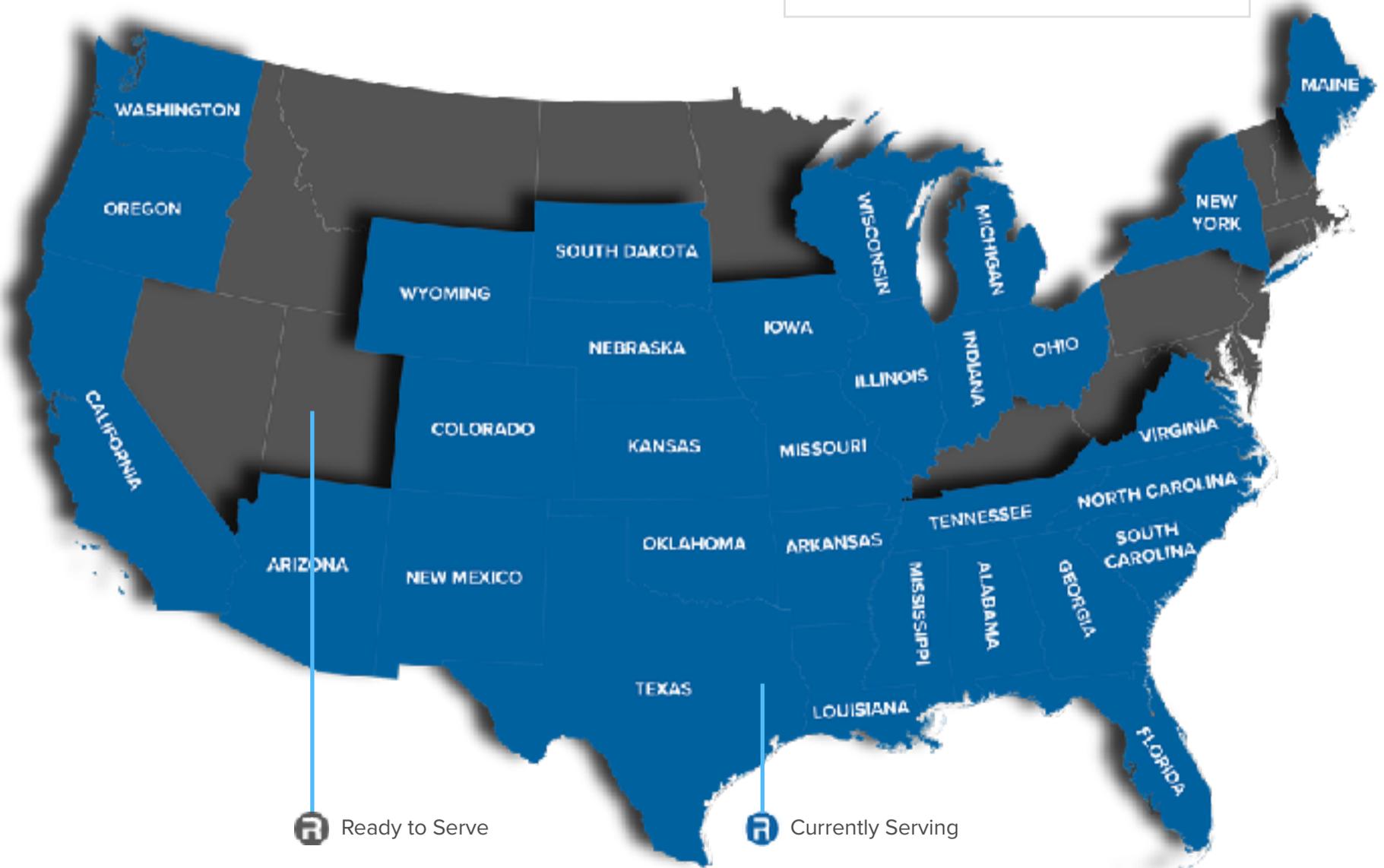
Square feet of new retail space recruited to client communities in the past five years

\$600 million

Additional sales tax dollars generated in client communities in the past five years

450+

Communities throughout the United States have trusted The Retail Coach with their retail recruitment efforts





Retail Recruitment Experts You Can Trust



- 50+ years of retail recruitment and development experience.
- We are consultants, not brokers. We have no conflicts of interest and will do what is best for the long-term growth of your community.
- Member of the most exclusive retail professional network - CCIM.

RETAILERS WE'VE RECRUITED



And Hundreds More...

OUR TEAM OF RETAIL RECRUITMENT EXPERTS DEDICATED TO SEAGOVILLE

Project Lead



Aaron Farmer
Senior Vice President



C. Kelly Cofer, CCIM
President & CEO



Charles Parker
Director - Retail Strategy



Nancy Dees
Director of Finance



Austin Farmer
Director of Marketing



Matthew Lautensack
Director of Research & Development



Will Kline
Project Manager - Retail Strategy



Shelby Nickol
Communications Coordinator



A PROVEN PROCESS FOR RESULTS

Retail360[®]:
 Moving Beyond Data to
 Bring Retailers and
 Developers to **Seagoville**

Retail recruitment is a process, not an event. Through our proprietary Retail360[®] Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.

OUR COMPREHENSIVE APPROACH



Market-Based Solutions

We understand that no two communities are the same. Each has its unique set of development or redevelopment needs. We work with our clients to determine these needs and offer custom, tailored solutions. Our strategies are data driven, and verified through our comprehensive Retail360[®] Process.

On-The-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders. We are able to determine your market position and identify retailers that fit your community.

Retail Action Plan

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers. This partnership typically produces the best results when together, we derive short-term and long-term strategies based on market data and opportunities. We coach our clients through the recruitment and development process.

Analyzing The Market

Analyzing Competitive Market Areas

TRC will look at competing communities to:

- Identify economic and market forces that may have a direct and significant impact on retail recruitment and retail development/redevelopment in Seagoville.
- Document and evaluate primary national and regional retail brands.
- Create demographic profiles.
- Identify development trends and challenges that may provide Seagoville a competitive recruitment advantage.

Community Stakeholder Discussions

Community leadership and stakeholder buy-in is key to the plan. Stakeholders who are not “in on it” may be “down on it.” Buy-in is best accomplished through individual and group meetings.

Discussing plan and timelines with stakeholders is a part of our process. Stakeholders may include city staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.

Custom Retail Trade Areas

The Retail Trade Area is the foundation of the strategy, and its accuracy is critical. The retail trade area is the geographical area from which a community’s retail derive a majority of their business.

To best confirm a community’s retail trade area, we will execute the following strategic steps:

Mobile Data for Location Decisions

TRC will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Seagoville. This high-confidence data is used to verify retail trade areas and validate retail site selection decisions.

Retail Trade Area Mapping

TRC will delineate a boundary map of the retail trade area using mobile data collected.

Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

TRC will create comprehensive 2010 Census, 2017, and 2022 demographic profiles for the retail trade areas and Seagoville community. The profile includes population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth and educational attainment.

Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers’ preferred location criteria. Understanding a consumer’s propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers.

Based on the market segmentation system developed by ESRI, TRC will develop a Tapestry Segmentation profile of the households in the retail trade area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the categories and brands of

PHASE 2

Determining Retail Opportunities

Retail Gap Analysis

A Retail Gap Analysis will determine the level of retail demand for a designated retail trade area. The analysis computes the retail potential of the retail trade area and then compares it to estimated actual sales in the community. The difference is either a leakage, where Seagoville consumers are traveling outside the community to purchase certain retail goods and services, or a surplus, where consumers are traveling to Seagoville to purchase certain retail goods and services.

TRC will perform a Retail Gap Analysis to calculate the approximate flow of retail dollars in and out of Seagoville.

The Retail Gap Analysis will:

- Identify retail sales surpluses and leakages for more than 88 retail categories.
- Distinguish retail categories with the highest prospect for success and quantify their retail potential.

PHASE 3

Identifying Development & Redevelopment Opportunities

Identifying & Marketing Vacancies & Development/Redevelopment Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their site selection and location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information.

TRC will identify prime retail vacancies and development/redevelopment sites to market. Selection criteria will be based on the essential factors of regional and national retailers' site selection criteria, including existing market conditions, retail trade area population, traffic counts and traffic patterns, site-line visibility from primary and secondary traffic arteries, ingress/ egress, adequate parking, site characteristics and topography and proximity to retail clusters.

Site Mapping

As an accredited ESRI Partner, TRC is able to deliver concise, easy-to-access data for Seagoville, along with the preloaded prime retail vacancies and development/redevelopment sites we will be marketing to retailers and developers. Considering retail site selectors do much of their research while in hotel rooms and in airports, this is a great advantage to Seagoville. Unique GIS maps and data can be hosted as a stand-alone application on your iPad or embedded within your community's website for "touch of a button" universal usage by retailers, developers, real estate brokers, and existing retailers in Seagoville.

GIS is a powerful platform that streamlines sites and data into one interactive and centralized location. Demographic, socioeconomic, psychographic, and retail spending layers are detailed down to the block level. With customizable layers to meet the needs of each individual user, real estate brokers, site selectors, and developers can see a community's potential like never before. Each user-friendly map includes clickable layers revealing: Median household income, population density, population growth, psychographic lifestyle segmentation, ethnicity median home value, median age.

Highest & Best Use Analysis

Land Use Analysis

A highest and best-use analysis is needed to view properties not as they are today, but what they may become tomorrow.

TRC will analyze key sites in and recommend their highest and best uses. Sites to be analyzed will be approved in advance by staff. Recommendations of higher uses will be made in the context of economic conditions, the vision of the community and its stakeholders, and optimal financial impact. Site criteria includes:

- Existing market conditions
- Retail trade area population
- Traffic counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Existence of median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Current zoning
- Proximity to “anchor” retailer/retail clusters
- Workplace population

Identifying Retailers & Developers for Recruitment

TRC has been successful in recruiting leading retail brands to our client communities for more than 17 years. From Chick-fil-A and In-N-Out Burger to Academy Sports and Costco, our process is driven by providing accurate and current data sets and site-specific information to retailers, brokers and developers.

Identification of Retail Prospects

TRC must target national and regional retail brands that are a good “fit” for the community. This means the retail trade area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

TRC will review a master list with Seagoville staff and work together to prepare a final target list of retailers for recruitment.

Identification of Developer Prospects

Much of recruitment success comes from establishing a network of national retail developers over the past 17 years.

Developer networking and developer recruitment have become key components in a community’s retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid- to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements.

TRC will identify retail real estate developers active in Texas and the region for recruitment.

Marketing & Branding

The most critical step in attracting retailers is providing accurate and current site-specific information.

Retail Market Profile

TRC will develop a retail market profile tailored to the specific needs of targeted retailers' essential site selection and location criteria. The profile serves as a community introduction and includes:

- Retail trade area map
- Location map
- Traffic count map
- Demographic profile summary
- Appropriate logo and contact information

Retail Feasibility Packages

TRC will create a comprehensive retailer-specific retailer feasibility package to address retailers' essential location criteria. The feasibility package includes:

- Community Overview
- Real estate sites
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary
- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Retail Site Profiles
- Appropriate logo and contact information
- TRC will create an online community dashboard, which is available at www.theretailcoach.net, for visual presentation and easy downloading of marketing information and data sets.

Retail Site Profiles

TRC will create a retail site profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information

Online Retail Dashboard & Interactive Map

Marketing & Branding (Cont.)

Real Estate Developer Opportunity Package

TRC will create a developer opportunity package for verified development and redevelopment sites. The package will profile each site based on real estate developers' site selection criteria. The developer package includes:

- Community Overview
- Location map
- Retail trade area
- Demographic trends
- Aerial imagery
- Traffic counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Appropriate zoning
- Area retail
- Residential clustering and support
- Proximity to "anchor" retailers
- Top employers
- Workplace population
- Potential retail tenants

TRC will also upload the developer opportunity package to the online community dashboard at www.theretailcoach.net.

Retail Conferences

TRC will assist in marketing Seagoville and its retail vacancies and real estate sites to retailers and real estate developers we meet with at attended retail industry conferences.

Recruiting Retailers & Developers

Recruitment of Retailers

TRC is the first national retail real estate advisory firm to introduce retailer and developer recruitment for communities. Seventeen years and more than 400 projects later, the recruitment of retailers remains one of the primary metrics of success.

While accurate and current data are necessary, one of the most important components of a retail strategy is proactive recruitment. Since recruitment is a process, not an event, TRC is actively engaged in recruitment efforts starting day-one and continuing over a 12-month period to ensure success.

Our retailer recruitment process includes the following steps:

- Introductory emails and retail market profiles are sent to each targeted retailer.
- Personal telephone calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime sites are sent to the appropriate targeted retailer.
- Personal emails are sent to inform targeted retailers of significant market changes.
- A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.
- Personal emails are sent to decision makers once per quarter to continue to seek responses regarding their interest level.

A retailer status report is provided with retailer responses resulting from our continued recruitment activities.

Recruitment of Developers

Much of our recruitment success comes from our established network of national retail developers.

Developer networking and recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid- to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Our developer recruitment process includes the following steps:

- Introductory emails and developer opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant market changes.

A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

PHASE 8

Coaching & Ongoing Support

Coaching

TRC will partner with Seagoville on a long-term basis and be available when you have questions, new ideas, or need access to GIST mapping and current data and statistics. We are also available if Seagoville would like to brainstorm with someone who understands your opportunities as your community grows and develops.

Economic Development Recommendations

TRC team members have experience in economic development, retail site selection, real estate, architecture, urban planning, etc. We will provide a list of community and economic development recommendations based on our time seeing in Seagoville.

PROJECT EXPECTATIONS

Timeline & Pricing



REPORTING

The Retail Coach will provide project updates on a bi-monthly basis.



COMMUNITY TRIPS

The Retail Coach team will make a minimum of 3 site visits to Seagoville during the project.



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

Upon Signing Agreement

90 Days

12 Months



Kickoff

Research

Recruitment

Project Pricing

The total fee for completion of this work is **\$30,000**, payable in three installments:

- \$10,000** upon execution of contract;
- \$10,000** upon completion of all data reports;
- \$10,000** upon presentation of strategy and final report.

*Work fees are payable within 30 days of receiving invoice.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately **\$1,500**. Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project Extensions

The client has the option to extend the length of the contract for an additional year at the cost of \$20,000. Client will need to let The Retail Coach know of this plan within 30 days of completion of year one.

Client Testimonials

“After visiting our city, Aaron and Kelly were able to quickly recognize the challenges of our rapidly growing community, and identify submarkets for retail attraction purposes. Report numbers do not show the full story for our city. The time they spent in the community and surrounding areas, meeting with community representatives and really working to understand our retail challenges, made the difference. Even after the retail market study was completed, Aaron and Kelly continued the relationship, serving as a valuable resource.”

Michelle Hill
Economic Development Manager
Commerce City, CO

“In my opinion, The Retail Coach’s strategy and assistance has netted us over 325,000 square feet of occupied retail development during one of the most significant retail downturns in the last 20 years. Money well spent.”

Samuel D. R. Satterwhite
Executive Director
Wylie Economic Development Corporation

“United Supermarkets showed interest in Brownwood directly through the efforts of the consulting firm The Retail Coach which was hired by the City, Chamber and Brownwood Economic Development Corporation in 2010. Aaron Farmer of The Retail Coach initiated the idea of a location in Brownwood with United.”

Mayor Stephen Haynes
City of Brownwood, Texas

“The location of Sprouts Farmers Market was a direct result of meetings coordinated by The Retail Coach between our community and site selectors at ICSC/Recon in 2012.”

Warren Unsicker, CEcD
Vice President, Economic Development
Broken Arrow Economic Development Corporation
Broken Arrow, OK

“As a customer of The Retail Coach I have witnessed first-hand success with Aaron Farmer and his skilled team. The staff at The Retail Coach deliver the knowledge, skill, and rapport necessary to recruit retail into regions seeking progression, all while taking the difficulty away from the municipalities. They are a strong catalyst in retail expansion for any community that is looking for increased economic growth.”

Sean Overeynder
Community Development Director
Scottsbluff, Nebraska



PLEASE CONTACT:

Aaron Farmer
Senior Vice President
The Retail Coach
C. 662.231.0608
O. 662.844.2155

**BETTER RETAIL.
BETTER COMMUNITIES.**

 TheRetailCoach®

Regular Session Agenda Item: 5

Meeting Date: January 8, 2018

Item Description

A Resolution of the City Council supporting the use of City resources to be utilized in assisting the Citizen's Police Academy Alumni Association, a non-profit 501(C)3 Organization, in carrying out its public purpose.

BACKGROUND OF ISSUE:

Councilmember Jose Hernandez requested a future Agenda Item to discuss and consider allowing donations for the Seagoville Toy Drive via the water utility billing service. Staff consulted with the City Attorney to ascertain the proper manner for donations to be collected by the City for a non-profit group.

The City Attorney advised the City is allowed by law to utilize City resources for this purpose as long as the City deems the use of City resources as carrying out its public purpose. Additionally, the City Manager shall ensure that the public purpose is carried out. The final step requires City Council approval of a Resolution that allows the use of City Resources to be utilized for a public purpose. The Seagoville Toy Drive does meet the legal standards to qualify for a public purpose use.

If this Resolution is approved, Staff will work to add customer donation capability for the Seagoville Toy Drive on the City's Utility Bills. Donations will be collected and dispersed annually to the Citizen's Police Academy Alumni Association Toy Drive.

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 04-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, SUPPORTING THE USE OF CITY RESOURCES TO BE UTILIZED IN ASSISTING THE CITIZEN'S POLICE ACADEMY ALUMNI ASSOCIATION, A NON-PROFIT 501C3 ORGANIZATION, IN CARRYING OUT ITS PUBLIC PURPOSE; PROVIDING THAT THE CITY MANAGER SHALL ENSURE THAT THE PUBLIC PURPOSE IS CARRIED OUT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Citizen's Police Academy Alumni Association (hereinafter, the "Association") is a non-profit 501C3 organization; and

WHEREAS, the Association conducts an annual toy drive to assist the public who meet specific criteria in providing toys to the children; and

WHEREAS, the City staff has worked with the Association and determined that the actions of the Association are for a public purpose; and

WHEREAS, the City Manager has placed sufficient controls on the transaction to ensure that the public purpose is carried out; and

WHEREAS, the City Council hereby supports the use of City resources to be utilized in assisting the Association in carrying out its public purpose;

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

SECTION 1. The City Council supports the use of City resources to be utilized in assisting the Citizen's Police Academy Alumni Association, a non-profit 501c3 organization, in carrying out its public purpose and directs the city manager to ensure that the public purpose is carried out.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That 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 PASSED by the City Council of the City of Seagoville, Texas, on the 8th day of January, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 12.28.2017)

Regular Session Agenda Item: 6

Meeting Date: January 8, 2018

Item Description

Discuss and consider the approval of a Resolution approving the terms and conditions of the Franchise Agreement for Solid Waste Collection and Recycling Services for Residential, Commercial and Industrial Units by and between the City of Seagoville and Republic Waste Services of Texas, LTD, and authorizing the City Manager to execute said Agreement.

BACKGROUND OF ISSUE:

The Agreement between the City and Republic Waste Services will expire on January 31, 2018. Over the past six (6) months Staff has worked to negotiate a new Solid Waste Contract that is feasible for all parties involved. A representative from Republic Waste Services has presented the proposed new contract to members of the City Council on two separate occasions and has dialoged with Staff to provide a responsible and cost effective service to the City.

Attached you will find the proposed Franchise Agreement for Solid Waste Collection and Recycling Services for Residential, Commercial and Industrial Units.

FINANCIAL IMPACT:

See Agreement

EXHIBITS

Attachment 1. Franchise Agreement for Solid Waste Collection and Recycling Services for Residential, Commercial and Industrial Units.

Exhibit B

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 05-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL UNITS BY AND BETWEEN THE CITY OF SEAGOVILLE AND REPUBLIC WASTE SERVICES OF TEXAS, LTD, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Republic Waste Services of Texas d/b/a Republic Waste Services of Dallas (“Republic”) provides non-hazardous solid waste and recycling services for commercial, industrial, municipal and residential customers; and

WHEREAS, on or about February 1, 2016, the City of Seagoville (“City”) entered into a Franchise Agreement for Solid Waste Collection and Recycling Services for Residential, Commercial and Industrial Units (“Contract”) with Republic to provide such services for the City; and

WHEREAS, said Contract expires on January 31, 2018; and

WHEREAS, the City desires to enter into a new Contract with Republic for a period of five (5) years under the terms and conditions set forth therein; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the terms and conditions of the Contract with Republic and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves the terms and conditions of the Contract by and between the City and Republic, which is attached hereto and incorporated herein as Attachment 1, and hereby authorizes the City Manager to execute said Agreement.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That 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 PASSED by the City Council of the City of Seagoville, Texas, on the 8th day of January, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 12.28.2017)

Franchise Agreement for Solid Waste Collection and Recycling Services for Residential, Commercial and Industrial Units

THIS Franchise Agreement for Solid Waste Collection and Recycling Services for Residential, Commercial and Industrial Units (the "Contract"), is made and entered into to be effective as of **February 1, 2018** (the "Effective Date") by and between the **City of Seagoville** (the "City"), represented herewith by its duly appointed 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 franchise, license and exclusive privilege within the territorial jurisdiction of the City, and shall furnish all personnel, labor, equipment, trucks, and all other items necessary, to collect residential solid waste and recyclable materials and commercial solid waste during the term of this Contract 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 of this Contract shall be from **February 1, 2018** (the "Effective Date") until **January 31, 2023** (the "Initial Term"). This Contract shall automatically be extended for an additional two (2) five (5) year terms at the end of the Initial Term (an "Extended Term" and collectively with the Initial Term, the "Term") unless a party provides written notice to the other party of its desire to so terminate 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 **Rich Gelowicz**, 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

BY: _____
Patrick Stallings, City Manager, City of Seagoville, Texas

ON: _____, 2017

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

BY: _____
Rich Gelowicz, Authorized Agent

ON: _____, 2017

EXHIBIT A
GENERAL SPECIFICATIONS - INDEX

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- 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 Container for Garbage, Rubbish & Yard Waste Collection
- 1.08 Disposal Site
- 1.09 Garbage
- 1.10 Multi-Family
- 1.11 Municipal Facilities
- 1.12 Producer
- 1.13 Residential Unit
- 1.14 Roll-off
- 1.15 Rubbish
- 1.16 Small Dead Animals
- 1.17 Solid Waste
- 1.18 Waste Material
- 1.19 Yard Waste

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Construction Debris
- 2.02 Excluded Waste
- 2.03 Hazardous Waste
- 2.04 Institutional Solid Waste
- 2.05 Large Dead Animals
- 2.06 Offal Waste
- 2.07 Special Waste
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- 3.02 Work Not Covered By Contract

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- 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 Residents Landfill Access
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- 5.0 BASIS OF PRICES AND METHOD OF PAYMENT
 - 5.01 Waste Material Collection and Disposal Rates (Exhibits C and E)
 - 5.02 Additional Costs and Charges
 - 5.03 Modification to Rates
 - 5.04 City to Act as Collector
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- 6.0 COMPLIANCE WITH LAWS

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- 9.0 EXCLUDED WASTE

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- 13.0 AVAILABILITY OF FUNDS

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- 15.0 FRANCHISE AGREEMENT

- 16.0 TITLE TO WASTE MATERIALS

- 17.0 TERMINATION OF CONTRACT
 - 17.01 In the event of a failure by Contractor
 - 17.02 In the event of a failure by City

- 18.0 NEWLY DEVELOPED AREAS

- 19.0 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 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.
- 1.08 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.
- 1.09 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.
- 1.10 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.
- 1.11 Municipal Facilities – Only those specific municipal locations as set forth on Exhibits E of this Contract.

- 1.12 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.18 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.
- 1.19 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 Construction Debris – Non-compactable waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit, including but not limited to, carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction Debris does not include Hazardous.

- 2.02 Excluded Waste (excluded from this Contract)– Excluded Waste is all Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction Debris, and Special Waste.
- 2.03 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.
- 2.04 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.
- 2.05 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.
- 2.06 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.
- 2.07 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.

- 2.08 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.
- 2.09 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 (including any Poly Cart Container placed too close to a mailbox or a parked vehicle) 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 communicate route day changes via direct mailings at its expense a map of the Residential Unit collection routes 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 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, at its expense, 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 Residents Landfill Access - Contractor agrees to grant the City’s residential sanitation customers one time per month access to dispose of non-commercial Acceptable Waste at a discounted rate of \$6.00 per cubic yard (with a minimum of \$18.00). Residents must provide a current water bill and valid Texas identification photo as proof of Seagoville residency in order to be eligible for landfill access. Residents will be required to wear a hard hat and safety vest to exit their vehicle at the Landfill. “Acceptable Waste” shall only include those items that the Landfill agrees to accept and is allowed by law to accept, and in no event shall it include Unacceptable Waste. Contractor, in its sole discretion, may turn away non-residential customers.
- 4.13 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 (including any Waste Material that is not properly contained in accordance with this Agreement). 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.
- 4.14 Storm Water Drainage.
- 4.14.1 Seagoville has developed and implemented a Stormwater Management Plan (SWMP) in accordance with TPDES General Permit TXR040000. The SWMP, which includes an operation and maintenance program and an employee training component, has the ultimate goal of preventing or reducing pollutant runoff from municipal activities and municipally owned areas including, but not limited to, park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations. A copy of the SWMP can be found at City Hall and on the City’s website.
- 4.14.2 Contractor Requirements. While performing activities in Seagoville, Contractor shall comply with all Seagoville stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures included in the City’s SWMP and all applicable City ordinances. Contractor shall also perform the following activities:
- 4.14.2.1 Training and Education - Contractor shall inform or train its employees in implementing pollution prevention and good housekeeping practices.
- 4.14.2.2 Disposal of Waste Material - Waste materials collected in Seagoville must be disposed of in accordance with all applicable City, State, and federal regulations.
- 4.14.2.3 Assessment of Operations - Contractor shall evaluate its activities performed in Seagoville for their potential to discharge pollutants in stormwater.
- (i) Identify pollutants of concern that could be discharged from its activities (for example, metals; chlorides; hydrocarbons such as benzene, toluene, ethyl benzene, and xylenes; sediment; and trash).
- (ii) Develop and implement a set of pollution prevention measures that will reduce the discharge of pollutants in stormwater from its activities. These pollution prevention measures may include the following examples:

- a. Replacing materials and chemicals with more environmentally benign materials or methods;
 - b. Changing operations to minimize the exposure or mobilization of pollutants to prevent them from entering surface waters.
- 4.14.3 City Oversight. Seagoville staff may inspect Contractor's activities and pollution prevention measures implemented at a frequency determined by the City to ensure they are working properly. The Contractor shall address City findings during inspections.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 5.01 Waste Materials Collection and Disposal Rates (Exhibits C, D and E) - 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 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).
 - 5.02.2 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 The Base Rates for the first year of the Initial Term beginning February 1, 2018 and ending January 31, 2019, are set forth in Exhibit C to this Contract. On February 1, 2019 and each February 1st thereafter, the rates shall increase by 2.7% of the prior year's rates. The Base Rates will automatically increase.
 - 5.03.2 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

The Contractor shall defend, indemnify, and hold City (or any of City’s representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys’ fees) to the extent arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of Contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable. Contractor shall have no indemnification obligations under this agreement to the extent of City’s negligence.

Notwithstanding anything to the contrary in this Agreement, to the extent that any employee or Contractor asserts a claim against the City that would have been barred under workers' compensation insurance, Contractor shall be solely responsible for and shall defend, indemnify and hold City (or any of City's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense for any such claims notwithstanding the fact that Contractor is a non-subscriber to workers' compensation insurance in the State of Texas.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to Contractor, its agents or employees, whether occasioned by Contractor or its employees, the CITY or ITS employees or by any other person or persons.

In the event of joint or concurrent negligence of both Contractor and the City, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however,

waiving any governmental immunity available to contractor or the city under Texas law. The City shall be responsible for its negligence AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE.

THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

9.0 EXCLUDED WASTE

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.

10.0 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.

11.0 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. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.0 INDEPENDENT CONTRACTOR

All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

13.0 AVAILABILITY OF FUNDS

The City shall ensure that at all times during the term of this Agreement 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 Agreement 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 this Agreement from funds raised or to be raised by taxation. No obligations of the City under this Agreement 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.

14.0 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.

15.0 FRANCHISE AGREEMENT

- 15.01 Contractor is hereby granted a franchise, license and exclusive 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.
- 15.02 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

16.0 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.

17.0 TERMINATION OF CONTRACT

- 17.01 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.
- 17.02 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.

18.0 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; provided, however, the City shall provide Contractor in advance of such notice of the estimated number of weeks until such newly developed areas will require Waste Material collection and disposal services. 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.

19.0 MISCELLANEOUS TERMS

- 19.01 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.
- 19.02 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.
- 19.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 19.04 No liquidated damages or penalties may be assessed against Contractor by City.

- 19.05 No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.
- 19.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 19.07 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.
- 19.08 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.
- 19.09 The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court..
- 19.10 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- 19.11 Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:
- | | |
|---|---|
| <p>If intended for City:
 Attn: City Manager
 City of Seagoville
 702 N. Hwy 175
 Seagoville, Texas 75159</p> | <p>With Copy to:
 Alexis G. Allen
 Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
 1800 Lincoln Plaza
 500 North Akard
 Dallas, Texas 75201</p> |
| <p>If intended for Contractor:
 Attn: Robyn Mota
 Republic Services
 1450 E Cleveland Street
 Hutchins, Texas 75141</p> | |
- 19.12 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.
- 19.13 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
---	--

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 (5) 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 C
CONTRACTOR'S PROPOSAL/PRICING

CITY OF SEAGOVILLE
RATES EFFECTIVE FEBRUARY 1, 2018

ASL RESIDENTIAL RATES

			MONTHLY RATE
Residential Rate	1 Cart	1x/week	\$11.35
Recycling Rate	1 Cart	Every other week	\$2.91
Total Residential Monthly			\$14.26
Additional Poly Cart (Trash or Recycle)		1x/week	\$4.28
Replacement Poly Cart			\$56.00

ASL COMMERCIAL PICK-UP

			MONTHLY RATE
Small Commercial Pick-Up	1 Cart	1x/week	\$19.70
Additional Commercial Carts	Per Cart	1x/week	\$11.73
On Call or Extra		Per Collection	\$24.00

COMMERCIAL MONTHLY PRICING

Container Size	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	EXTRA PICKUP
2	\$59.90	\$106.09	\$171.15	\$223.99	\$340.85		\$70.54
3	\$71.87	\$140.34	\$189.98	\$273.84	\$351.57		\$84.64
4	\$82.13	\$172.86	\$266.97	\$347.41	\$431.28		\$96.73
6	\$123.21	\$248.15	\$332.61	\$427.84	\$540.26		\$145.11
8	\$149.12	\$270.28	\$427.84	\$564.77	\$727.35	\$861.38	\$175.62

ADDITIONAL CHARGES

Containers with casters	\$2.34	Per Month
Containers with locks or gates	\$1.16	Per Collection
Delivery, relocate and removal	\$77.03	Per Collection
Extra Yardage	\$42.11	Per Yard
Container Exchange / Burned	\$205.40	Per Collection
Obstruction/Return	\$25.68	Per Collection

INDUSTRIAL CONTAINERS:

OPEN TOP ROLL OFF CONTAINERS:

20 Cubic Yard per Haul	\$402.83	Per Haul
30 Cubic Yard per Haul	\$473.63	Per Haul
40 Cubic Yard per Haul	\$534.74	Per Haul
Delivery and Exchange	\$105.70	
Daily Container Rental	\$5.90	

COMPACTORS:

6 Cubic Yard Compactor Charge	*See Below	
8 Cubic Yard Compactor Charge	*See Below	
30 Cubic Yard Compactor Charge	\$236.51	Per Haul plus Disposal
35 Cubic Yard Compactor Charge	\$236.51	Per Haul plus Disposal
42 Cubic Yard Compactor Charge	\$236.51	Per Haul plus Disposal
Dry Run and relocate	\$105.70	Per Collection

*Due to variations in equipment configurations, price will be negotiated with customer

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 Monday by 7am on their specified week for 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 bagged prior to placing in the container and 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: 4436.
 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: Robyn Mota
 2. Mailing address: 1450 East Cleveland Street, Hutchins, Texas 75141
 3. Telephone number: 972-338-2550
 4. Email address: RMota@RepublicServices.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
*Special Events	TBD	30 Yard Roll-Off	28 Hauls

* Each 30 yard roll-off container shall be made available for approximately 5 days. Dates for these events will be provided thirty (30) days prior to delivery. These dates assume delivery one (1) working day prior to event and removal on first working day after event.

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

* Dates for these events will be provided thirty (30) days prior to delivery. These dates assume delivery one (1) working day prior to event and removal on first working day after event.

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

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

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

1. Name: Leslie Shortnacy
2. Mailing address: P.O. Box 78829, Phoenix, AR 85062
3. Telephone number: 972-338-2517
4. Email address: LShortnacy@republicservices.com

These are the rates that the City will pay Republic for its collection service. (wholesale)

This is a comparison of the Republic Services proposed rates to the current rates:

<u>Service</u>	<u>Proposed Base Rate</u>	<u>Current Base Rate</u>	<u>Increase</u>
Residential Trash Rate	\$11.35	\$11.06	\$0.29
Residential Recycling Rate	\$2.91	\$2.83	\$0.08
Additional Poly Cart	\$4.28	\$4.16	\$0.12
Commercial Trash Rate	\$19.70	\$19.18	\$0.52
Additional Commercial Trash Cart	\$11.73	\$11.42	\$0.31

These are the rates that the customer will pay the City: (retail)

This is a comparison of the proposed City customer rates to the current rates:

<u>Service</u>	<u>Proposed Base Rate</u>	<u>Current Base Rate</u>	<u>Increase</u>
Residential & Recycling Trash Rate	\$18.57	\$18.20	\$0.37
Additional Residential Trash	\$7.57	\$7.45	\$0.12
Commercial Trash Rate	\$26.17	\$25.65	\$0.52
Additional Commercial Trash Cart	\$25.60	\$25.29	\$0.31

There is a gap between what the customer pays and what the City pays to Republic

	Proposed	Current
Residential Rate		
Customer charge	\$18.57	\$18.20
Paid to Republic	<u>14.26</u>	<u>13.89</u>
Difference to City	4.31	4.31
Additional Residential Trash (Poly Cart)		
Customer charge	7.57	7.45
Paid to Republic	<u>4.28</u>	<u>4.16</u>
Difference to City	3.29	3.29

There is a gap between what the customer pays and what the City pays to Republic

	Proposed	Current
Commercial Rate		
Customer charge	\$26.17	\$25.65
Paid to Republic	<u>19.70</u>	<u>19.18</u>
Difference to City	6.47	6.47
Additional Commercial Trash		
Customer charge	25.60	25.29
Paid to Republic	<u>11.73</u>	<u>11.42</u>
Difference to City	13.87	13.87

Regular Session Agenda Item: 7

Meeting Date: **January 8, 2018**

ITEM DESCRIPTION

Approval of a Resolution authorizing the City Manager to enter into an agreement with Hyper-Reach/Asher Group for the purpose of emergency mass notification in an amount not exceed fifteen thousand nine hundred dollars and zero cents (\$15,900.00).

BACKGROUND OF ISSUE:

An Emergency Mass Notification Services (EMNS) is a platform used by Emergency Management Services to alert citizens in the event of emergencies, natural disasters and other threats. Alerts can take the form of phone calls with pre-recorded messages, emails, and/or text messages to cell phones. This service can also be used to notify the community of events with the ability to attach images and videos.

It is essential to have an adequate service in place to be able to communicate with the community concerning facts. The EMNS is a real-time communication system. Often misinformation is distributed throughout the community with the use of multiple types of social media. This service allows transparency between the City and the community with accurate facts of events.

Along with external notifications there is an internal notification capability to notify employees of emergency notifications such as call outs for public safety personnel.

FINANCIAL IMPACT:

The total cost is \$15,900.00 and is divided into three annual installments. The first install will be funding from the emergency management line item. As for the second and third installments an increase to the emergency management line item will need to be increased by \$5,300.00 from what has been budgeted this fiscal year.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Services Proposal

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 01-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HYPER-REACH / ASHER GROUP FOR THE PURPOSE OF EMERGENCY MASS NOTIFICATION IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS, \$15,900.00; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is in agreement that an Emergency Mass Notification system is in the best interest of our community in the event of an actual emergency or catastrophic incident; and

WHEREAS, through the research by staff of this type of emergency notification system it has been determined that Hyper-Reach / Asher Group are members of a cooperative purchasing agreement known as GSA, contract number (GS-35F-072CA); and

WHEREAS, the City Council has determined that Hyper-Reach / Asher Group has met all bid specifications, the most responsive bid and is in the best interest of the City.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into a three-year purchase agreement, a copy of which is attached hereto and incorporated as Exhibit "A", for this Emergency Notification System through Hyper-Reach / Asher Group at an annual cost of \$5,300.00, with an overall cost of \$15,900.00.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this 8th day of January, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

*All information in this document is Confidential.
Hyper-Reach Services Agreement*

This agreement will be effective, the 1st day of January, 2018

Between: **Hyper-Reach**
3300 Monroe Avenue, Suite # 317
Rochester, NY 14618
Phone: 585.586.0020
Fax: 585.586.4511

(Hereinafter “**Asher**”)

and

City of Seagoville, TX
600 N Hwy 175
Seagoville, TX 75159

☒Contact person: Christine Dykes

office: 972-287-6834
e-mail: cdykes@seagoville.us

(Hereinafter “**Client**”)

Whereas Asher provides technical services

And Client wishes to retain the services of Asher

Therefore Client retains Asher to:

1) Service

Provide access to Hyper-Reach notification system, which enables the Client to instantly send voice and text messages to any number of recipients. Hyper-Reach service will commence two (2) weeks after the signing of this agreement and will be available to the Client 24 hours a day, seven (7) days a week from and after that date.

2) Deliverables

- Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.
- Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.

Hyper-Reach Services Agreement

- Access to the Accu-Reach Targeting Tool with Google maps
- Access to IPAWS (SMS from cell towers)
- Automated Weather Alerts

3) Performance

The system will make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver approximately 25,000 30-second messages per hour, and over 50,000 SMS (text) per hour. Capacity is based on a population of 100,000 and may be increased if necessary.

4) Cost of Services

Services provided to Client shall be billed according to the following:

Service Description	Cost	Notes
Standard Notification System with Accu-Reach Targeting tool.	Included with Package Pricing	Management fee includes web access, maintenance, security, upgrades, and web training.
Automated Weather Alert	Included with Package Pricing	Automated service to alert the public of severe weather warnings. (based on community signup)
Mapping	Included with Package Pricing	Fee to integrate Google maps with 911 phone data.
IPAWS functionality	Included with Package Pricing	Functionality will be activated once Client is certified by FEMA.
On-Site Training (1/2 day)	\$600 (plus travel) - Optional	Up to 4 hours of in-person training for 2-10 people.
Purchase of Public Data (411)	\$250.00 Optional	Option if 911 data is not provider by client.
	Package Pricing	
3 year package	\$15,900 \$5,300 annually - Optional	Package Includes: <ul style="list-style-type: none"> <input type="checkbox"/> Hyper-Reach <input type="checkbox"/> Community Signup <input type="checkbox"/> IPAWS alerts <input type="checkbox"/> Automated Weather Alerts (based on community signup) <input type="checkbox"/> Accu-Reach Targeting Tool <input type="checkbox"/> Web Training <input type="checkbox"/> Unlimited minutes/SMS

NOTE: This Pricing will be in effect for 60 days.

Hyper-Reach Services Agreement

5) Payments

Charges shall be paid to Asher within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month during which payment is outstanding. Client is responsible for all taxes and processing fees associated with payment.

6) Term

This agreement shall be valid for 3 years. Unless canceled by written notice from either party at least 30 days prior to termination, it will renew thereafter with the same terms.

7) Default

Upon default of payment, Asher reserves the right to discontinue further service to Client. Asher reserves further the right to discontinue Client access to previously developed information until payment in full of all arrears (including late charges, collection costs, attorney fees etc.) shall have been made. Asher is not responsible for any damages to Client resulting from such suspension, discontinuation or termination of service.

8) Confidentiality

Asher and Client each acknowledge that in the course of carrying out the terms of this agreement, each may have necessary or incidental access to the business affairs, trade secrets, client lists, proprietary information and operating systems of the other (“Confidential Information”). Each party agrees that it shall maintain as confidential, all such Confidential Information and shall treat such Confidential Information with at least the same degree of care as it would its own most highly confidential information, subject to the Texas Public Information Act. Neither party shall obtain any ownership or other rights to the trademarks, proprietary information or Confidential Information of the other. Neither party shall in any way use or disseminate any such Confidential Information (save as may during the term of this agreement enter the public domain) and shall exact a similar confidentially covenant from each of its own employees who may have access to the Confidential Information of the other. Each party acknowledges that an action of damages may not suffice to compensate the aggrieved party of breach of confidentiality and each party does hereby consent to the making of a mandatory restraining or injunctive order against it in such event upon the application of the other, in addition to any other relief available at law or in equity.

9) Disclaimer

Asher shall take all commercially reasonable actions and precautions to ensure that Client gets commercially valuable services. Save as aforesaid, Asher makes no warranty to Client with respect to the services and disclaims all other warranties express or implied including but without limitation any implied warranty fitness for any particular purpose. Save as specifically set out herein, Asher will not be responsible for any incidental, special or consequential damage sustained or suffered by Client in any way arising out of or referable to the services referred to in this agreement.

Hyper-Reach Services Agreement

10) Jurisdiction

Asher and Client agree that the laws of the State of Texas shall govern the terms of this agreement for all purposes, but Asher reserves the right to determine the final venue. In the event of any dispute, the successful party shall receive its court costs and attorney's fee and/or collection costs in full from the unsuccessful party.

11) Notice

Any notice to be given by either Asher or Client to the other shall be effective only when made in writing addressed to the other party at the address or facsimile number noted above and shall be effective on the day next following the receipt of such notice by the other. Fax messages shall be deemed received on the day they are sent and mailed correspondence, shall be deemed received on the second day following the date of mailing. Confirmed fax transmissions shall be binding upon the parties for all purposes of this agreement.

12) Business Prohibitions

By executing this contract, Asher verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Asher further verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

13) Entire agreement

This agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representation shall be effective unless reduced to writing and incorporated into this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties as of the day and date on page one (1) of this document.

Hyper-Reach Services Agreement

Sam Asher Computing Services Inc.

Client company name

per: _____
I have authority to bind the corporation

per: _____
I have authority to bind the corporation

Print Name

Print Name

Title

Title

Date

Date

Note: this agreement not binding until signed by an officer of Asher Group.

hyper-reach

the power of instant communication

a product of the
ashergroup

Proposal for

Emergency Mass Notification Services

Presented to:
City of Seagoville, TX
December 6, 2017

Deborah O. DeBoard
Sr. Sales Consultant

Toll-Free: 877-912-7437 x103
Mobile: 585-255-0691
Email: deborah@hyper-reach.com
Web: www.hyper-reach.com

OUR COMMITMENT:

We never compromise our standards. Determined to remain the easiest-to-use full-featured emergency mass notification service, we are committed to treating our customers with speed, intelligence, and courtesy.

Overview

Hyper-Reach® was developed as an EMERGENCY mass notification system to give public safety, emergency communicators and public leaders the power to create and send critical messages quickly and easily. We offer intuitive web and mobile interfaces, a full range of delivery methods and immediate feedback and reporting.



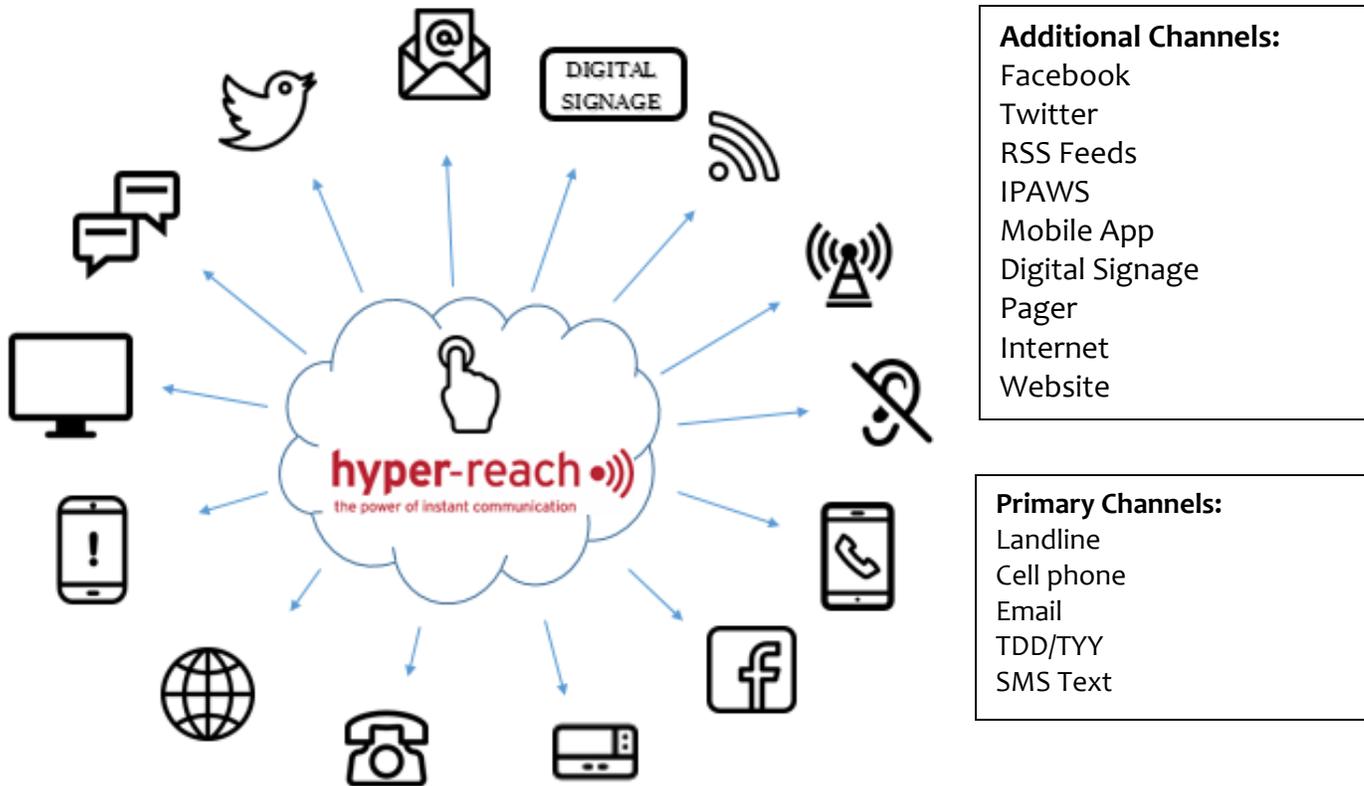
- **Hyper-Enrollment™ Sign-up** lets the community register and manage messaging by web, phone or text, with or without a computer.
- **Image-Reach™:** Maximize your messages' impact with pictures and video.
- **RecordTime™:** Record your voice messages on your PC, mobile device for maximum speed.
- **IPAWS/WEA:** Reach mobile phones regardless of registration, as well as EAS and other IPAWS outlets.
- **Mobile Apps:** The next generation of message delivery.
- **Hyper-Reach Mapping:** The fastest, easiest mapping tool anywhere!
- **Premium SMS Text:** With full redundancy for the fastest, most reliable delivery.
- **Automated Weather Alerts:** Immediate, customized alerts using National Weather Service warnings.
- **Perfect Answer:** Makes your message sound more natural, for maximum delivery
- **Language Support:** Send your message in any language – automatically.
- **Recipient Response:** Ask for and get answers to your messages.
- Easily manage and use **Multiple Dynamic Contact Lists.**
- **Local Caller ID:** Your alerts look like local calls.
- **Instant Conference:** Immediate Team Conference Calls
- **Status Callbacks:** Citizens can call in for latest message
- **Tiered Login:** Privileges to manage multiple users, departments and sub accounts

Hyper-Reach continually reviews and improves our product offering to give you the best, fastest and most reliable system possible.

Multiple Channels for Notification

Primary channels allow optional 2-way communication.

Get an ETA for arrival time for First Responders.
Schedule a meeting and have recipients RSVP yes or no.



Other channels can be added to the primary channels to allow you to reach a greater number of people, faster, when a response is not required!

Alert the public of an emergency situation requiring them to stay in, evacuate, keep on the lookout or avoid the area.

Easily attach files, photos or videos to your alert with one click and a drag and drop of a file. Files added to your messages will be included in the message as a link for the recipient to open.

Examples:

- Meeting – add a meeting agenda
 - Missing person – add a photo
 - Escaped convict or other All-Points Bulletin or BOLO – add a photo or police sketch
- You'll lend more impact to your alerts and reach more people!**

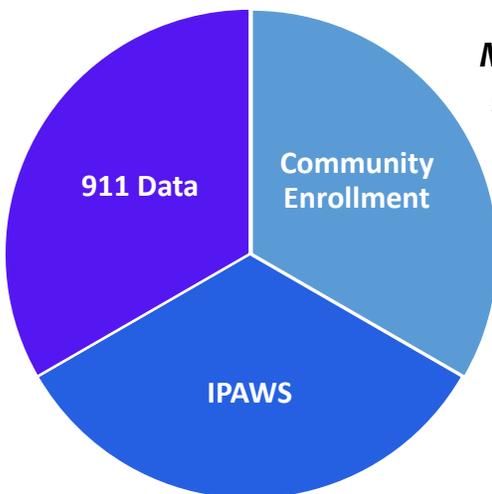
Internal Notifications

Building your database for internal notifications is easy, and managing it is even easier. You can upload your existing database, and add or delete additional contacts easily.

Creating pre-selected lists within your contacts will save you time later when you need to send out a quick message to a select group of individuals such as First Responders, EMTs or employees/volunteers who are positioned in a particular area. You can save as many lists as you need. The same can be done with frequently used messages.

Public Notifications

Reaching the public with emergency notifications is critical so we help you build the most complete, accurate database possible.



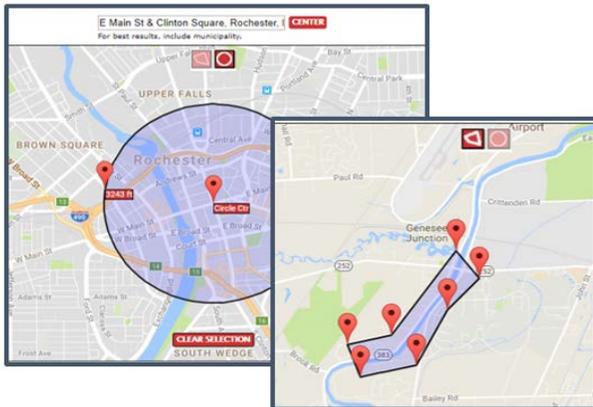
Most Accurate and Complete Landline Data.
Highest Rates of Community Enrollment.
Seamless Integration with IPAWS and Google Maps.



Reporting & Management

You'll want to track your notification campaigns so you can measure how effectively you were able to reach the desired recipients, whether internal or public, as well as the response rates. You can do this easily with our Campaign Manager.

Our reporting is so robust you can manage and review campaigns while they are ongoing as well as after they have been completed. You can drill down to individual contacts, by each method and see their responses. You'll also see which attempts were successful, and which were not.



Hyper-Reach's Mapping Tool makes it easy to quickly select exactly who you need to notify for each situation.

You can also select target areas without the mapping tool - by GPS coordinates, municipality, streets, sides of streets or specific addresses, including the option to exclude addresses if needed.

Because we insist on a 95+% geo-coding match rate to your 911 and other data, we effectively add streets that other sources (Google, ESRI, etc.) may not have. The result is not only more accuracy, but the ability to reach more people than other Emergency Notification system vendors.

IPAWS (Integrated Public Alert and Warning System) allows authorized agencies to notify every cell phone within reach of a local cell tower within a mapped area about impending emergencies. No sign-up is required. Hyper-Reach is integrated with the IPAWS system, and we don't charge you extra to use it.

Including IPAWS as a method of delivery for important emergency alerts gives you the best chance of quickly reaching all the people you need to reach, whether they are home or out, whether they are local or just traveling through, and whether or not they have signed up for alerts. **If you're not authorized yet, we will help you get authorized!**

Why Choose Hyper-Reach?

1. **Ease of use:** Our clients and prospects tell us that our system is the easiest to use
2. **Customer Support:** We are known for our responsiveness. We're available when you need us, 24/7.
3. **No hidden costs:** No extra charge for emails, IPAWS certification assistance, IPAWS alerts or Weather Alerts
4. **99.999% uptime:** We're there when you need us.
5. **Data is more accurate and complete:** 95+% as compared to 60-70% industry-wide
6. **Continuous improvement:** We listen and adapt to better serve our clients' needs
7. **Premium SMS Texting** avoids email gateways, faster and more sure delivery
8. **Sub-accounts** allow other local agencies to benefit from your Hyper-Reach account

Proposed Services and Pricing:

Fully Hosted Solution – Unlimited Use for 3 Years. Cost: \$5,300/Year

Includes:

- Web, phone, and mobile app access to your account
- Maintenance
- Security
- Upgrades
- Automated, pre-configurable Weather Alerts
- Mapping for public alerts
- Integration of 911 data with Google maps & Community sign up data
- Customer Support 24/7
- Robust reporting for ongoing campaigns as well as completed campaigns, drill down to individual responses
- IPAWS (Integrated Public Alert & Warning System) integration*
- Unlimited usage – pertains to users, contacts, lists, saved messages, alert campaigns, access to your account
- Sub accounts for local agencies
- Live interactive Web Training for you and your users

Optional: \$xxx for purchase of landline data, if needed.

Up to 4 hours On-site Training for 2-10 Users \$600 (plus travel expenses)

*FEMA requires certification for IPAWS. We will help you achieve certification if you do not have it now.

NOTE: This Pricing will be in effect for 60 days.

GSA Contract Holder

GS-35F-072CA

Regular Session Agenda Item: 8

Meeting Date: January 8, 2018

Item Description

Discuss and consider approval of a Resolution approving an Agreement for Professional Engineering Services on a Task Order Basis, in an amount not to exceed twenty nine thousand five hundred dollars and no cents (\$29,500.00), for development plan review assistance.

BACKGROUND OF ISSUE:

Staff is recommending the approval of a Professional Engineering Services Agreement between HALFF Associates and the City of Seagoville on a Task Order Basis for Development Plan Review Assistance.

The City utilizes professional engineers to assist in development reviews to ensure proper drainage, right of ways and numerous other issues are addressed during the development plan review process. The cost of such professional engineering services have been paid by the City without a process for recouping the actual cost. Staff is seeking Council approval of an Agreement with HALFF Associates for the aforementioned services. Staff will be presenting an additional Agenda Item requesting a change to the Master Fee Schedule to allow the City to pass on the cost of the professional engineering services to the developer.

If approved the proposed fees to be charged for professional engineering services related to development reviews are as follow:

\$4,000.00 - Engineering review of projects greater than ten (10) acres.

\$3,500.00 - Engineering review of projects between five (5) acres and less than ten (10) acres.

\$3,000.00 – Engineering review of projects less than five (5) acres.

The initial budget for this engineering service is estimated to be at or below \$29,500.00 for fiscal year 2018.

FINANCIAL IMPACT:

Recuperating professional engineering services related to development reviews is anticipated to be at or below \$29,500.00 for fiscal year 2018.

EXHIBITS

Attachment 1. Agreement for Professional Engineering Services on a Task Order Basis.

Exhibit A. Work Order Authorization Agreement for Professional Engineering Services with HALFF Associates

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 07-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1, BY AND BETWEEN THE CITY OF SEAGOVILLE AND HALFF ASSOCIATES, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR DEVELOPMENT PLAN REVIEW ASSISTANCE IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND, FIVE HUNDRED DOLLARS (\$29,500); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the private sector and the public sector on an “as needed” or “task order” basis as determined by the client; and

WHEREAS, the City of Seagoville (“City”) desires to enter into an Agreement for Professional Engineering Services on a Task Order Basis (“Agreement”) with Engineer to perform professional engineering services related to development plan review assistance, as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the Agreement with the Engineer in an amount not to exceed twenty nine thousand, five hundred dollars and no cents (\$29,500), and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves the Agreement for Professional Engineering Services on a Task Order Basis, with the Exhibit(s) attached thereto, by and between the City and Engineer for the purpose of providing development plan review assistance in an amount not to exceed twenty nine thousand, five hundred dollars and no cents (\$29,500), which is attached hereto and incorporated herein as Attachment 1, and hereby authorizes the City Manager to execute said Agreement.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That 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 PASSED by the City Council of the City of Seagoville, Texas, on the 8th day of January, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 01/04/2018)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

XIV. Integration, Merger and Severability – This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. Agreed Remedies - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE

SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XX. Waiver - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. Prohibition of Boycott Israel - Engineer verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 2nd day of October, 2017.

HALFF ASSOCIATES, INC.

CITY OF SEAGOVILLE, TEXAS

By: Stephen Crawford
Signature

By: _____
Signature

Stephen Crawford
Printed Name

Printed Name

Vice President
Title

Title

January 3, 2018
Date

Date

EXHIBIT A
Halff Associates
Range of Billing Rates
(rates good through 2018)

Class	Description	Min		Max
111	Civil-Gen-ASCE Grade 1	81.27	-	107.98
112	Civil-Gen-ASCE Grade 2	87.91	-	113.20
113	Civil-Gen-ASCE Grade 3	91.23	-	121.91
114	Civil-Gen-ASCE Grade 4	109.47	-	149.78
115	Civil-Gen-ASCE Grade 5	139.33	-	224.66
116	Civil-Gen-ASCE Grade 6	207.33	-	292.59
117	Civil-Gen-ASCE Grade 7	238.85	-	322.19
125	Civil-Env-ASCE Grade 5	179.13	-	188.09
132	Civil-Struct-ASCE Grade 2	99.52	-	104.50
133	Civil-Struct-ASCE Grade 3	102.01	-	135.19
134	Civil-Struct-ASCE Grade 4	131.03	-	141.07
136	Civil-Struct-ASCE Grade 6	238.85	-	250.79
143	Chemical Engr Grade 3	132.69	-	148.03
148	Chemical Engr Grade 8	305.19	-	330.90
151	Mechanical Engr Grade 1	125.39	-	131.66
152	Mechanical Engr Grade 2	100.35	-	121.91
153	Mechanical Engr Grade 3	118.59	-	139.33
154	Mechanical Engr Grade 4	106.15	-	121.91
155	Mechanical Engr Grade 5	149.28	-	192.01
156	Mechanical Engr Grade 6	281.89	-	295.98
157	Mechanical Engr Grade 7	261.40	-	274.47
162	Electrical Engr Grade 2	96.20	-	101.01
164	Electrical Engr Grade 4	118.59	-	153.26
165	Electrical Engr Grade 5	153.43	-	161.97
166	Electrical Engr Grade 6	212.31	-	222.92
167	Electrical Engr Grade 7	222.92	-	234.07
181	Landscape Arch Grade 1	69.66	-	73.15
182	Landscape Arch Grade 2	77.96	-	81.85
183	Landscape Arch Grade 3	77.96	-	148.03
184	Landscape Arch Grade 4	78.79	-	139.33
185	Landscape Arch Grade 5	147.62	-	182.87
192	Architect Grade 2	77.63	-	93.17
193	Architect Grade 3	92.88	-	142.81
194	Architect Grade 4	146.29	-	153.61
195	Architect Grade 5	189.09	-	198.54
196	Architect Grade 6	194.89	-	215.09
197	Architect Grade 7	273.68	-	287.36
212	Environ.Scient Level 2	75.47	-	104.50
213	Environ. Scient Level 3	102.01	-	120.17
214	Environ. Scient Level 4	114.45	-	174.16
215	Environ. Scient Level 5	184.94	-	194.19
221	GIS Entry Level	66.35	-	75.76
222	GIS Grade 2	73.81	-	77.50
223	GIS Grade 3	87.08	-	91.43
224	GIS Grade 4	92.06	-	112.33
225	GIS Grade 5	109.47	-	137.59
280	Land Planner	96.60	-	226.41
311	Draftsman-Civil Level 1	51.75	-	60.86
312	Draftsman-Civil Level 2	69.00	-	72.45
313	Draftsman-Civil Level 3	65.21	-	81.51
314	Draftsman-Civil Level 4	75.90	-	98.71
315	Draftsman-Civil Level 5	94.01	-	120.45

Exhibit B
 Half Associates, Inc.
 Standard Unit Rates

Unit Number	Unit Name	Billing Rate
BMAP1	Basemap Services	100.00 <i>each</i>
LOC1M	Designating (QL-B) (1-Man)	75.00 <i>per hour</i>
LOC2M	Designating (QL-B) (2-Man)	150.00 <i>per hour</i>
PLOT1	Plot - Full Size / B&W	1.00 <i>per plot</i>
PLOT2	Plot - Full Size / Color	15.00 <i>per plot</i>
POT1M	Potholing (QL-A) (1-Man)	125.00 <i>per hour</i>
POT2M	Potholing (QL-A) (2-Man)	250.00 <i>per hour</i>
PRNT1	Print - Letter and Legal / B&W	0.10 <i>per sheet</i>
PRNT2	Print - Letter and Legal / Color	0.20 <i>per sheet</i>
PRNT3	Print - Oversize (11x17) / B&W	0.75 <i>per sheet</i>
PRNT4	Print - Oversize (11x17) / Color	1.50 <i>per sheet</i>
SURV1M	1-Man Survey Crew	90.00 <i>per hour</i>
SURV1R	1-Man Survey Crew (Robotics)	150.00 <i>per hour</i>
SURV2M	2-Man Survey Crew	150.00 <i>per hour</i>
SURV2R	2-Man Survey Crew (Robotics)	210.00 <i>per hour</i>
SURV3M	3-Man Survey Crew	210.00 <i>per hour</i>
SURVGPS	GPS Survey Equipment	125.00 <i>per day</i>
SURVSCN	3D Laser Scanner	1,300.00 <i>per day</i>

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Work Order Authorization No. 1
Development Plan Review Assistance
December 21, 2017

The City of Seagoville has requested that Halff assist the City with private development plan reviews. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated December 21, 2017, between Halff Associates and the City of Seagoville.

Scope of Work:	<p><u>General Description</u></p> <p>Halff will provide assistance for engineering plan reviews to be determined by the City. An individual work order will be issued for each engineering plan review. Each request for engineering plan review assistance from the City will be confirmed by Halff in a brief message to the City sent via email. The email message will contain a description of services, a maximum fee, and a schedule. An email response from the City will constitute approval of the request.</p> <p><u>Personnel to be Committed</u></p> <ol style="list-style-type: none"> 1. Designated Review Engineer – Halff will provide a designated review engineer for each engineering plan review that the City requests assistance on. This review engineer will be a registered professional engineer. 2. Meetings and Coordination – If required, Halff’s project manager and/or designated review engineer will meet with City staff and coordinate the efforts of Halff for review of engineering plans. Halff’s project manager and/or designated review engineer will also be available to attend meetings with the “Other Engineer” and Owner/Developer at the City’s request. 3. Engineering Plan Reviews – When required, Halff will commit additional staff to perform reviews and miscellaneous tasks. Additional staff may include engineers and technicians with clerical support. <p><u>Scope of Services</u></p> <ol style="list-style-type: none"> 1. Engineering Plan Reviews – In the review of new engineering plans, Halff will perform the following tasks: <ol style="list-style-type: none"> 1. Check the grading plans for compatibility with
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City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<p>previously established and natural drainage patterns.</p> <ol style="list-style-type: none"> 2. Drainage <ol style="list-style-type: none"> a. Check drainage area maps and drainage calculations b. Check proposed storm drainage facilities to ensure that they meet City criteria c. Check to ensure that proposed project does not impact flood zone (Special Flood Hazard Areas) per current effective FEMA Flood Insurance Rate Maps d. Check hydrology and hydraulics of open channel design 3. Check erosion control plans to ensure they are adequate and meet City, State and Federal requirements 4. Review paving plans to determine if they meet City minimum horizontal and vertical control criteria. Does not include reviews of joint spacing or joint design 5. Determine if typical street sections meet City criteria. 6. Check water and sewer line sizing with respect to the Master Plans. 7. Check water line materials, fittings, valves, fire hydrant, and FDC locations. 8. Check sanitary sewer materials, sizing and manhole locations. Check for conflicts with storm drainage and other on-site utilities and features. 9. Check paving plans for conformance to Article 23 of the UDC. 10. Check the compatibility of plans with standard City details, specifications and general notes. 11. Check plats against the plans for adequacy, size and location of easements. 12. Provide value engineering comments, if needed. <p>2. City Standards & Criteria – All reviews will be performed to ensure compliance with current City criteria and ordinances. Halff will utilize current City checklists to standardize and itemize the areas and criteria for each</p>
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City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<p>review, ensuring that associated comments are based on these items.</p> <p><u>Documentation</u></p> <ol style="list-style-type: none"> 1. Halff will prepare and maintain a project status report, in a format approved <u>by the City</u> that will detail the status of each engineering plan review and work order as well as the total fee remaining in the agreement. The status report will be updated on a bi-weekly basis and transmitted to the City via email. 2. Halff will provide direct correspondence to the “Other Engineer”, if requested by the City. Halff will document the minutes of these discussions.
Deliverables:	<ol style="list-style-type: none"> 1. Review Comments and Letter – Halff will submit review comments (via email and hard copy) and ‘red lined’ plans to the City and meet with the City and/or the “Other Engineer” to discuss the review comments, if necessary. Halff’s review letter will also incorporate any outstanding third-party drainage review comments. Reviews will continue until all comments have been addressed. Halff will issue a “recommendation for release of plans” letter at the end of the review.
Items Furnished by City:	<ol style="list-style-type: none"> 1. The City will furnish copies of substantially (approximately 90%) complete engineering plans to initiate the Halff review. The City will also furnish record drawings, studies and reports needed by Halff in the performance of the work.
Schedule:	<p><u>Development Plan Review Schedule</u></p> <p>Initial submittal pick-up and fee estimate will be completed within 3 working days of initial notice from the City. This fee estimate will be transmitted, by Halff, via e-mail to the City’s Project Engineer.</p> <p>Initial engineering plan reviews (first review) will be completed within 10 working days after receipt of “notice to proceed”. A brief comment letter will be sent to the City along with the “red-lined” drainage plans.</p> <p>Follow up reviews (2nd, 3rd, etc.) will be completed within 5 working days of receipt of the revised engineering plans. A</p>

City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<p>brief comment letter will be provided to the CITY along with the “red-lined” drainage plans.</p> <p>Special or more intense reviews may require additional time to complete. The CITY will be notified immediately if additional time is required.</p> <p>Complete by December 31, 2018.</p>
Fees:	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <p>Anticipated fees per review (subject to change):</p> <ol style="list-style-type: none"> 1. \$4,000 – Engineering review of projects greater than 10 acres 2. \$3,500 – Engineering review of projects between 5 acres and 10 acres 3. \$3,000 – Engineering review of project less than 5 acres <p>Additional fees may be included based on complexity of paving, access and/or utility plans and if off-site design is included. When maximum fee is reached, additional plan reviews will require a subsequent Work Order.</p> <p>Work Order #1 Total: \$ 29,500</p>

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: _____
Signature

Stephen Crawford, PE, CFM
Printed Name

Vice President/Public Works Lead
Title

December 21, 2017
Date

By: _____
Signature

Printed Name

Title

Date

Regular Session Agenda Item: 9

Meeting Date: **January 8, 2018**

ITEM DESCRIPTION

Discuss and consider approving a Resolution amending the Master Fee Schedule attached hereto as Exhibit "A" to provide for professional engineering services for development plan review

BACKGROUND OF ISSUE:

In the past providing professional engineering services for development plan review has been a cost to the City. By amending the Master Fee Schedule this would alleviate the City of the burden of cost for professional engineering services. The developer would be responsible for these costs.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval

EXHIBITS

N/A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 06-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" TO PROVIDE FOR PROFESSIONAL ENGINEERING SERVICES FOR DEVELOPMENT PLAN REVIEW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 18, 2017, the City Council adopted a Master Fee Schedule;
and

WHEREAS, it is necessary that the Master Fee Schedule to be amended from time to time by resolution of the City Council;

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

SECTION 1. That a Master Fee Schedule, as amended, attached hereto as Exhibit "A," is hereby amended by establishing fees for Professional Engineering Services for Development Plan Review as provided therein.

SECTION 2. In the event there is a conflict between the fees listed in the attached Exhibit "A", and any previous fees adopted by ordinance or resolution, the fees set forth in this Resolution shall supersede any previous fees adopted by ordinance or resolution.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution and the fees established herein shall take effect on the 8TH day of January, 2018, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 8th day of January, 2018.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
Additional Plan Review Fees (After 2 Initial DRC Reviews)	Development Review Committee (DRC) or individual committee members	Actual Cost to Review	\$ -	Actual Cost to Review
Development Plan Review	Professional Engineering Services for Development Plan Review	\$4,000 greater than 10 acres \$3,500 between 5 acres and 10 acres \$3,000 less than 10 acres		
	(Does not include Building Plan Review)			
Concept Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Site Plan & Revised Site Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	\$ 75.00	\$ -	\$ 75.00
Landscape Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Zoning Verification Letter	City's form letter will be provided	\$ 25.00	\$ -	\$ 25.00
Board of Adjustment Variance Request		\$ 100.00	\$ -	\$ 100.00
Sign Variance		\$ 100.00	\$ -	\$ 100.00
Application withdrawal refund (any type)	Within 24 hours of submittal	\$ 75.00	\$ -	\$ 75.00
Plus the Dallas/Kaufman County Clerks Filing Fees	for Filing Plats.			
When the Subdivision Ordinance was revised in 2006, the word "preliminary" was changed to "construction" in regards to plats.				

Regular Session Agenda Item:10

Meeting Date: January 8, 2018

ITEM DESCRIPTION:

Approval of an Ordinance amending Chapter 17 of the Code of Ordinances, Division 2. "Parking Regulations on Specific Streets", by adding subsection 17.04.065 to provide for no parking on either side of the street, for the entire distance of Environmental Way, beginning at its point of intersection with U.S Highway 175 Service Road/North Kauffman Street southwesterly to its point of intersection with Bowers Road.

BACKGROUND OF ISSUE:

Staff has determined a need to provide for no stopping, standing or parking on specific streets within the City when signs are erected or curbs are painted on such street providing notice. In addition, Staff have determined that it is necessary to prohibit the stopping, standing and parking on Environmental Way.

FINANCIAL IMPACT:

Financial impact to the City should the amended ordinance be approved will be cost of signage.

RECOMMENDATION:

Staff recommends approval to ease the traffic flow and allow emergency vehicles better access.

EXHIBITS:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 01-2018

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES, DIVISION 2. “PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING SUBSECTION 17.04.065 TO PROVIDE FOR NO PARKING ON EITHER SIDE OF THE ENTIRE DISTANCE OF ENVIRONMENTAL WAY, BEGINNING AT ITS POINT OF INTERSECTION WITH U.S. HIGHWAY 175 SERVICE ROAD/NORTH KAUFMAN STREET SOUTHWESTERLY TO ITS POINT OF INTERSECTION WITH BOWERS ROAD; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City provides for no stopping, standing or parking on specific streets within the City when signs are erected or curbs are painted on such street providing notice; and,

WHEREAS, the City has determined that it is necessary to prohibit the stopping, standing and parking on Environmental Way, as described herein;

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

SECTION 1. That Chapter 17 of the Code of Ordinances of the City of Seagoville, Texas, be and is hereby amended by amending Division 2. “Parking Regulations on Specific Streets”, by adding Subsection 17.04.065 to provide for no parking on either side of the entire distance of Environmental Way, beginning at its point of intersection with U.S. Highway 175 Service Road/North Kaufman Street southwesterly to its point of intersection with Bowers Road, which shall read as follows:

“Division 2. Parking Regulations for Specific Streets

.....

Sec. 17.04.065 Environmental Way

It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the either side of the entire distance of Environmental Way, beginning at its point of intersection with U.S. Highway 175 Service Road/North Kaufman Street southwesterly to its point of intersection with Bowers Road.

Secs. 17.04.066-17.04.090 Reserved”

SECTION 2. That the City Manager or designee is hereby directed to cause appropriate signs to be erected giving notice of the no parking zone established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

SECTION 3. That all ordinances of the City of Seagoville in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of

Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

SECTION 7. This ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 8th day of January, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb 12/27/2017)

Regular Session Agenda Item: 11

Meeting Date: January 8, 2018

ITEM DESCRIPTION:

Approval of an Ordinance amending Chapter 17 of the Code of Ordinances, Division 2. "Parking Regulations on Specific Streets", by adding Subsection 17.04.066 to provide for no parking on the Southwest side of the U.S. Highway 175 Service Road, 1000 Feet East of its point of Intersection with West Stark Road and 1000 Feet West of its point of Intersection with West Stark Road.

BACKGROUND OF ISSUE:

Staff has determined a need to provide for no stopping, standing or parking on specific streets within the City when signs are erected or curbs are painted on such street providing notice. In addition, staff has determine that it is necessary to prohibit the stopping, standing and parking on a portion of U.S. Highway 175.

FINANCIAL IMPACT:

Financial impact to the City should the amended ordinance be approved will be cost of signage.

RECOMMENDATION:

Staff recommends approval to prevent trucks from parking on the right of way and causing large holes, which have to be filled.

EXHIBITS:

N/A

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 02-2018

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES, DIVISION 2. “PARKING REGULATIONS ON SPECIFIC STREETS”, BY ADDING SUBSECTION 17.04.066 TO PROVIDE FOR NO PARKING ON THE SOUTHWEST SIDE OF THE U.S. HIGHWAY 175 SERVICE ROAD, 1000 FEET EAST OF ITS POINT OF INTERSECTION WITH WEST STARK ROAD AND 1000 FEET WEST OF ITS POINT OF INTERSECTION WITH WEST STARK ROAD; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City provides for no stopping, standing or parking on specific streets within the City when signs are erected or curbs are painted on such street providing notice; and,

WHEREAS, the City has determined that it is necessary to prohibit the stopping, standing and parking on a portion of U.S. Highway 175, as described herein;

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

SECTION 1. That Chapter 17 of the Code of Ordinances of the City of Seagoville, Texas, be and is hereby amended by amending Division 2. “Parking Regulations on Specific Streets”, by adding Subsection 17.04.066 to provide for no parking on US Highway 175 Service Road, 1000 feet east of its point of intersection with West Stark Road and 1000 feet west of its point of intersection with West Stark Road, which shall read as follows:

“Division 2. Parking Regulations for Specific Streets

.....

Sec. 17.04.066 US Highway 175 Service Road

It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the southwest side of US

Highway 175 Service Road, 1000 feet east of its point of intersection with West Stark Road and 1000 feet west of its point of intersection with West Stark Road.

Secs. 17.04.067-17.04.090 Reserved”

SECTION 2. That the City Manager or designee is hereby directed to cause appropriate signs to be erected giving notice of the no parking zone established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

SECTION 3. That all ordinances of the City of Seagoville in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

SECTION 7. This ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 8th day of January, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb 12/27/2017)

Regular Session Agenda Item: 12

Meeting Date: January 8, 2018

Item Description

Discuss and consider directing Staff to explore the feasibility of creating a Food Truck Park on City property located at the corner of Kaufman Street and Hall.

BACKGROUND OF ISSUE:

Staff is bringing this Agenda Item before Council at the request of Mayor Dennis K. Childress to determine if members of the Council support directing staff to explore the feasibility of creating a Food Truck Park on City property located at the corner of Kaufman St. and Hall.

FINANCIAL IMPACT:

Unknown at this time.

EXHIBITS

N/A

Regular Session Agenda Item: 13

Meeting Date: January 8, 2018

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: 14

Meeting Date: January 8, 2018

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: 15

Meeting Date: January 8, 2018

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: 16

Meeting Date: **January 8, 2018**

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