



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, FEBRUARY 5, 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 January 8, 2018 (City Secretary)**
- 2. Approval of a Resolution ordering the General Election to be held May 5, 2018 (City Secretary)**
Aprobación de una resolución que ordena la elección general que se celebrará el 5 de mayo de 2018

REGULAR AGENDA-

- 3. Receive presentation of City of Seagoville's First Quarter Financial Report for Fiscal Year 2018 (Finance Director)**
- 4. Discuss and consider approving a Resolution authorizing the City Manager to execute an Interlocal Agreement between the City of Seagoville and North Central Texas Council of Governments for providing all the necessary information and databases for the implementation of Hyper-Reach in accordance with Texas Commission on State Emergency Communications Rules and Policy (Police Support Services Manager)**
- 5. Discuss and consider approving a Resolution for professional services contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within Glen Road Lift Station Areas, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed seventy thousand one hundred twenty-five dollars and no cents (\$70,125.00) , which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said Agreement (Water Utilities Director)**
- 6. Receive an update on the Water Conservation Plan (Water Utilities Director)**
- 7. Discuss and consider approving an Ordinance amending Chapter 13, "Offenses and Nuisances", article 13.04, "Junked Vehicles", Section 13.04.002, "Definitions", and by amending Chapter 21, "Building Regulations", article 21.02 "Technical and Construction Codes and Standards", Division 10 "Property Maintenance Code", Section 21.02.504, "Amendments," to amend the definition of Junked Vehicles in order to be consistent with State Law (Community Development Director)**
- 8. Receive an update on the Highway 175 Overlay District (Community Development Director)**
- 9. Receive an update on the Sign Ordinance (Community Development Director)**
- 10. Discuss and consider approving a Resolution declaring certain City property surplus and authorizing the City Manager to sell, trade, or dispose of the property in accordance with the process established in the Code of Ordinances (Community Development Director)**
- 11. Discuss and consider approval of a Resolution authorizing the Mayor to accept the Police Department's 2017 Racial Profiling Report (Police Chief)**
- 12. Discuss and consider approving a Resolution authorizing the City Manager as the Grant Official for Grant Number 3439201 titled, High Power Ballistic Vest Project, and authorizing the submission of the grant application to the office of the Governor, Criminal Justice Division (Police Chief)**

- 13. Receive an update concerning the establishment of boundary agreements with the Cities of Wilmer, Ferris, Combine, and Mesquite. (City Attorney)**
- 14. Discuss and consider approving a Resolution authorizing the City Manager to execute a professional services agreement between the City of Seagoville and CGI Communications for production of a total of five online video tour chapters with subject matter that includes; welcome, education, healthy living, homes/real estate and community organizations, which is attached hereto and incorporated herein as Attachment A (Library Director)**
- 15. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 16. 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.**
- 17. 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.”

- 18. Reconvene into Regular Session**

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

Adjourn

Posted Thursday, February 1, 2018 by 5:00 P.M.

Kandi Jackson
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, March 5, 2018 is the next regular City Council meeting.**

Consent Session Agenda Item: 1

Meeting Date: February 5, 2018

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for January 8, 2018.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for January 8, 2018.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

January 8, 2018 City Council Work Session Meeting minutes
January 8, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
JANUARY 8, 2018**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:33 p.m. on Monday, January 8, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Library Director Liz Gant, Public Works Director Phil DeChant, HR Director/Risk Manager Cindy Brown, Seagoville Economic Development Chair Dr. C. Don Cole, and City Secretary Kandi Jackson.

A. Website Application Presentation – Liz Gant

City Manager Stallings stated this item will be postponed due to Library Director Gant not being able to attend the meeting.

B. Discuss regular session agenda items

1. Consider approving City Council Meeting minutes for December 4, 2017 and Joint Meeting with SEDC minutes for December 18, 2017 (City Secretary)

No questions.

- 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)**

Community Development Director Barr stated this is approving 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).

Councilmember Hernandez asked if Halff & Associates will provide formal advertising for this project. Jason Melcher with Halff & Associates stated the formal advertising will need to be completed but they are able to bring good construction companies to Seagoville to perform the work.

- 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)**

Seagoville Economic Development Chair Dr. Cole stated this is 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.

- 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)**

City Manager Stallings stated this would allow the City to include a box on the utility bill for donations to the toy drive.

Councilmember Hernandez stated this is only intended to provide another revenue stream.

- 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)**

No questions.

- 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)**

Fire Chief Gilcrease and Police Support Services Manager Dykes stated this Resolution authorizes 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 Gilcrease stated Hyper-Reach is an emergency notification system. Hyper-Reach is heavily utilized and based on the east coast. He also stated it provides a way to notify citizens and anyone passing through Seagoville of important information.

Police Support Services Manager Dykes stated this system can also be utilized for internal purposes.

Councilmember Magill asked how many devices can be utilized to receive the notifications. Police Support Services Manager Dykes stated the notifications can be received on multiple devices.

In response to a question by Councilmember Magill, Support Services Manager Dykes stated notifications can still be received if a recipient is set up but they are not in Seagoville at the time the message is sent.

- 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)**

Community Development Director Barr stated this Resolution approves 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).

No questions.

Community Development Director Barr stated the approval of this Resolution will incorporate Agenda Item #9.

- 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)**

Community Development Director Barr stated this Resolution amends the Master Fee Schedule to provide for professional engineering services for development plan review. He also stated the City could recover their fees for the development reviews.

Councilmember Magill stated this causes developers to have skin in the game from the beginning. Community Development Director Barr stated some plans have been reviewed up to five (5) times, but if there is a fee attached with the review the developer will be more cautious about submitting correct plans.

Councilmember Fruin asked if this would affect the building of single houses. Community Development Director Barr stated this will not affect the building of single houses.

- 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)**

Community Development Director Barr stated this 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.

No questions.

- 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)**

Community Development Director Barr stated this is the 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. He also stated there have been issues with trucks and other vehicles parking in this area and causing traffic issues.

City Manager Stallings stated if this is approved Texas Department of Transportation (TX DOT) will be contacted to barricade that area.

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)

Mayor Childress stated he is proposing a Food Truck Park as a destination. He stated it would be on a small scale located on City owned property.

Councilmember Hernandez asked if there would be seating to eat on location. Mayor Childress stated yes he would like to see picnic tables along with the food trucks in this area.

Councilmember Howard asked if there would be more than one food truck, Mayor Childress stated yes, he does not know how many could be on the property but there are already two food trucks in Seagoville.

Councilmember Hernandez asked if the trees on the City property would be salvaged. City Manager Stallings stated yes, it will be designed in such a way that it would not affect the trees.

Councilmember Fruin asked if this project could be considered a quality of life project. City Manager Stallings stated yes, it could be considered a quality of life project and Council could partner with Seagoville Economic Development Corporation.

Adjourned at 7:10 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JANUARY 8, 2018**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:23 p.m. on Monday, January 8, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Chair Dr. C. Don Cole, HR Director/Risk Manager, and City Secretary Kandi Jackson.

Invocation – Invocation was led by Mayor Childress.

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

Mayor's Report – Mayor Childress stated this is flu season and cautioned everyone to be careful.

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

None.

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

- 1. Consider approving City Council Meeting minutes for December 4, 2017 and Joint Meeting with SEDC minutes for December 18, 2017 (City Secretary)**

Motion to approve Consent Agenda Item #1 – Epps, seconded by Magill; motion passed with all ayes 5/0.

REGULAR AGENDA-

- 2. Discuss and consider acceptance of City of Seagoville’s September 2017 Quarterly Financial Report (Finance Director)**

Finance Director Harvey presented the City of Seagoville’s September 2017 Quarterly Financial Report.

- 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)**

Motion to approve 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 an amount not to exceed one hundred forty thousand, six hundred dollars and no cents (\$140,600) – Hernandez, seconded by Howard; motion passed with all ayes 5/0.

- 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)**

Motion to approve 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 –Magill, seconded by Hernandez; motion passed with all ayes 5/0.

- 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)**

Motion to approve 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 – Howard, seconded by Epps; motion passed with all ayes 5/0.

- 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)**

Motion to approve 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 – Hernandez, seconded by Magill; motion passed with all ayes 5/0.

- 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)**

Motion to approve 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) – Magill, seconded by Howard; motion passed with all ayes 5/0.

- 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)**

Motion to approve 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) – Epps, seconded by Magill; motion passed with all ayes 5/0.

- 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)**

Motion to approve a Resolution amending the Master Fee Schedule attached hereto to as Exhibit “A” to provide for professional engineering services for development plan review – Magill, seconded by Hernandez; motion passed with all ayes 5/0.

- 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)**

Motion to approve 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 – Hernandez, seconded by Howard; motion passed with all ayes 5/0.

- 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)**

Motion to approve 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 – Magill, seconded by Hernandez; motion passed with all ayes 5/0.

- 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)**

Motion to direct staff to explore feasibility of creating a Food Truck Park on City property located at the corner of Kaufman Street and Hall – Hernandez, seconded by Howard; motion passed with all ayes 5/0.

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

None.

- 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.**

None.

15. Recessed into Executive Session at 7:42 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.”

16. Reconvened into Regular Session at 7:53 p.m.

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

No action taken.

Adjourned at 7:53 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Approval of a Resolution ordering the General Election to be held on May 5, 2018.

BACKGROUND OF ISSUE:

It is time to order the General Election for 2018. This year's election will be held on May 5, 2018 and include the office of Councilmember Place 1, Councilmember Place 3, and Councilmember Place 5.

The filing period began Wednesday, January 17, 2018 and will continue through Friday, February 16, 2018.

Note:

Pursuant to state and federal law, all election materials/information that is prepared for voters in English must be provided in Spanish and any other required minority languages. This bilingual requirement applies to instruction posters, ballots, affidavits and other forms requiring voter's signature, early voting materials and all other election information provided to voters in English. Tex. Elec Code Ann §272.005 (Vernon 2003), 42 U.S.C. 1973b(f)(4) and 42 U.S.C. 1973aa-1a(2003).

FINANCIAL IMPACT:

Funding is available in the City Secretary budget for this expenditure.

RECOMMENDATION:

Staff recommends approval

EXHIBITS

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 09-R-2018

ELECTION OF MUNICIPAL OFFICERS

MAY 5, 2017

ELECTION ORDER FOR JOINT ELECTION

BE IT REMEMBERED THAT on this 5th day of February, 2018, at a meeting of the City Council of the City of Seagoville, Texas, a quorum being present, the meeting was called to order and the Council issued the following order:

WHEREAS, the City has or will enter into an agreement with Dallas County and other political subdivisions to hold the election as a Joint Election;

NOW, THEREFORE, IT IS ORDERED that an election be held in the City of Seagoville, Texas on the 5th day of May, 2018, the same being the first Saturday of said month, for the following purpose:

To elect one Councilmember for Place 1 for a two (2) year term, one Councilmember for Place 3 for a two (2) year term, and one Councilmember for Place 5 for a two (2) year term.

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such term or until his or her successor is duly elected and qualified.

In the event any candidate for any one of said offices fails to receive a majority of all votes cast for all the candidates for such office, a run-off election shall be called as

provided for by the Charter of the City and the State Election Code.

The polling place for said election shall be the Seagoville City Hall, 702 N. Hwy 175, Seagoville, Texas 75159.

The polls shall be open on Election Day from 7:00 a.m. to 7:00 p.m.

Qualified voters shall vote for a candidate for Councilmember Place 1, Councilmember Place 3, and Councilmember Place 5.

The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County and other political subdivisions. (the "Agreement").

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the front window used to publish notice of City Council meetings not later than the 21st day before Election Day. (4.003) A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting. (4.005).

Pursuant to the above mentioned Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election Judges and an Alternate Presiding Election Judge appointed to serve at said polling place shall be those election officials furnished by the Elections Administrator from the list of proposed election judges listed in an Attachment to the agreement or as otherwise selected pursuant to the terms of the agreement.

An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the agreement.

EARLY VOTING

Toni Pippins-Poole, Elections Administrator, is the appointed Early Voting Clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at any County Branch Early Voting location.

Early Voting by personal appearance will be conducted on weekdays beginning Monday, April 23, 2018, and continuing through Friday, April 27, 2018, between 8:00 a.m. and 5:00 p.m.; Saturday, April 28, 2018, between 8:00 a.m. and 5:00 p.m.; Sunday, April 29, 2018, between 1:00 p.m. and 6:00 p.m.; Monday, April 30, 2018, between 7:00 a.m. and 7:00 p.m.; and, Tuesday, May 1, 2018, between 7:00 a.m. and 7:00 p.m. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

MAIN EARLY VOTING POLLING PLACE:

George L. Allen Sr. Courts Building
600 Commerce St.
Dallas, Texas 75202

BRANCH EARLY VOTING POLLING PLACES:

CITY OF SEAGOVILLE
City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Other branch early voting polling locations will be published by Dallas County Elections Department.

EARLY VOTING BY MAIL

Applications may be submitted by mail, carrier delivery, fax or email, and must be received by the Early Voting Clerk between January 1, 2018 and April 24, 2018.

Applications for early voting ballot by mail should be mailed to:

Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Department
Health and Human Service Building
2377 N. Stemmons Freeway, Suite 820
Dallas, TX 75207

Fax: 214-819-6303

Email: evapplications@dallascounty.org

All requests for early voting ballots by mail that are received by the City of Seagoville will be transported by runner on the day of receipt to Toni Pippins-Poole, Early Voting Clerk, Dallas County Elections Department, 8th floor, Health and Human Service Building, 2377 N. Stemmons Freeway, Dallas, Texas 75207.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 5th day of February, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

CIUDAD DE SEAGOVILLE, TEXAS

RESOLUCION NUM. 09-R-2018

ELECCION DE FUNCIONARIOS MUNICIPALES

5 de mayo, 2018

EL ORDEN DE ELECCION PARA LA ELECCION CONJUNTA

HAGASE A MANERA DE RECORDATORIO que en este día 5^{to} del mes de febrero del año 2018, en una reunion del Ayuntamiento Municipal de Seagoville, Texas, estando presente el quórum, la reunion se llamo al orden y el Ayuntamiento promulgo el mandato a continuacion:

CONSIDERANDO QUE, el Ayuntamiento firmo o firmara un acuerdo con el Condado de Dallas y otras subdivisiones politicas para convocar las elecciones como Elecciones Conjuntas;

AHORA, POR LO TANTO, SE ANUNCIA EL MANDATO que se convoque las elecciones en el Municipio de Seagoville, Tejas el proximo 5 de mayo del 2018, ejerciendose la misma el primer sabado de dicho mes, para el proposito que se menciona a continuacion:

Para elegir a un Concejal para colocar plazo 1 de dos (2) años, un Concejal para colocar 3 de dos (2) años de plazo y un concejal de la plazo 5 de dos (2) años.

El candidato para tal oficina que reciba la mayoria de todos los votos contados entre todos los candidatos para dicha oficina debera ser electo para servir sus termino de servicios o hasta que su sucesor(a) sea debidamente electo(a) y llene las cualidades establecidas.

En caso de que cualquier candidato para dicha gestión no logre acumular la mayoría de todos los votos contados entre todos los candidatos de dicha gestión, se llevaría a cabo una segunda ronda de elecciones según se contempla en la Carta Constitutiva del Municipio y el Código Electoral del Estado.

Las casillas electorales para la antedicha elección se llevarán a cabo en el edificio Municipal de la Ciudad de Seagoville, 702 N. Hwy 175, Seagoville, Texas 75159.

Las casillas electorales abrirán sus puertas a partir de las 7:00 a.m. y cerrarán hasta las 7:00 p.m.

Los votantes calificados deberán votar por un candidato para concejal plazo 1, concejal plazo 3, y el concejal plazo 5.

Las elecciones se llevarán a cabo como una Elección Conjunta apeandose a un Convenio de Elecciones Conjuntas y al Contrato de Servicios Electorales firmados por y con la participación de la Ciudad de Seagoville, el Condado de Dallas y otras subdivisiones políticas (el "Convenio").

La notificación de dicha elección, se publicará una sola vez en el diario oficial del Municipio antes de 30 días. día o posterior a 10 días previo al día de la elección y se exhibirá en la ventana del lugar designado para las notificaciones públicas de las Reuniones del Ayuntamiento antes de 21 días previo al día de la elección. (4.003) Se deberá conservar, como una constancia de dicha notificación, un ejemplar de la notificación publicada que contenga el nombre del periódico y la fecha de su publicación, y la persona que publique dicha notificación tomara nota de la hora de dicha publicación, la fecha en la que se publicó y el lugar donde se publicó. (4.005)

De conformidad con el Convenio de Elección Conjunta arriba mencionado, el Administrador

Electoral del Condado de Dallas quedara facultado como el Administrador Electoral para dichas elecciones.

Los jueces asignados para que presidan las elecciones y un juez altemo que presida las elecciones y que preste sus servicios en dichas casillas electorales, seran aquellos funcionarios electorales que sean nombrados por el Administrador Electoral entre una lista de jueces electorales propuestos en el Anexo del convenio, o de alguna otra manera seleccionados de conformidad con las clausulas del convenio.

En cumplimiento con la Sección 87.001 del Código Electoral de Texas, por este medio se crea un Consejo Electoral para el Voto Anticipado. El Consejo Electoral para el Voto Anticipado debera constar de los integrantes nombrados de la manera manifestada en el convenio; y el juez que lo presida y un juez altemo que presida el consejo para las elecciones anticipadas, seran aquellos funcionarios electorales mencionados en el convenio.

VOTACION ANTICIPADA

Toni Pippins-Poole, el Administrador Electoral, es nombrado como secretario del voto anticipado apegandose a la Sección 271.006 del Código Electoral de Texas. Se nombraran a otros delegados de las elecciones anticipadas, segun se considere necesario, para procesar los votos anticipados por correo y llevar a cabo las elecciones anticipadas en las ramificaciones de las casillas electorales. Las elecciones anticipadas tambien podran ejercerse en cualquier casilla electoral del Condado para ejercer el voto anticipado.

La votación por apariencia temprana sera conducida entre dias habiles comenzando lunes 24 de abril de! 2018 y continuara hasta el viemes 28 de abril del 2018, entre las 8:00 a.m. y las 5:00 p.m., el sabado 29 de abril del 2018 entre las 8:00 a.m. y las 5:00 p.m., el domingo 30 de abril del 2018 entre la 1:00 p.m. y las 6:00 p.m., el Junes 1 de mayo del 2018 entre las 7:00 a.m. y

7:00 p.m., y el martes 2 de mayo del 2018 entre las 7:00 a.m. y 7:00 p.m. Cualquier votante calificado para el conjunto de la elección puede votar temprano por apariencia personal, ya sea en el principal lugar de votación anticipada o en cualquiera de las ubicaciones de las sucursales.

Mesas de votación anticipada PRINCIPAL LUGAR:

George L. Allen Sr. Courts Building
600 Commerce Street
Dallas, Texas 75202

sucursal los Sitios de Votación Adelantada:

CIUDAD DE SEAGOVILLE
702 N. Hwy 175
Seagoville, Texas 75159

Otra rama del voto anticipado y los lugares de votación serán publicados por el Departamento de Elecciones del Condado de Dallas.

Votación Temprana POR CORREO

Las solicitudes pueden ser presentadas por correo, entrega de los transportistas, fax o el correo electrónico, y deberá ser recibida por el oficinista de votación temprana entre el 1 de enero del 2018 y el 25 de abril del 2018.

Aplicaciones para la boleta electoral de votación temprana por correo debe enviarse a:

Toni Pippins-Poole, oficinista de votación anticipada de
Elecciones del Condado de Dallas Departamento de
Salud y Servicios Humanos de construir
2377 N. Stemmons Freeway, Suite 820
Dallas, TX 75207

Fax: 214-819-6303

Correo electrónico : Evapplications@dallascounty.org

todas las solicitudes para la boleta electoral de votación anticipada por correo que sean recibidos por la ciudad de Seagoville será transportado por el corredor en el día de recepción a Toni Pippins-Poole, oficinista de Votación Temprana, Departamento de Elecciones del Condado de Dallas, 8^{to} piso, Edificio de Servicios Humanos y de Salud, 2377 N. Stemmons Freeway, Dallas, Texas 75207.

Pasado y aprobado por el Consejo Municipal de la ciudad de Seagoville, Texas, el día 5 de febrero, 2018.

APROVADO:

Dennis K. Childress, Alcalde

DAR FE:

Kandi Jackson, Secretaria de la Ciudad

Regular Session Agenda Item: 3

Meeting Date: February 5, 2018

ITEM DESCRIPTION:

Presentation of City of Seagoville's First Quarter Financial Report for Fiscal Year 2018.

BACKGROUND OF ISSUE:

Patrick Harvey, Director of Finance presents the City's financial report for the first quarter of FY 2018.

FINANCIAL IMPACT:

N/A



Memo

Date: January 16, 2018
To: Pat Stallings, City Manager
From: Patrick Harvey, Director of Finance
Subject: December 2017 Financial Reports

This memo accompanies the December 2017 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first three months of FY 2018. The first three months of the fiscal year represents 25% of the total fiscal year, and this memo provides an explanation of variances from that standard.

General Fund

Revenues: General fund total revenue for the first three months of the fiscal year is above budget expectations (actual 39.1% vs. expected 25.0%). The current year fiscal **Property tax** revenue collections are slightly below last year's collection rate (54.9% vs. 56.4%) – I anticipate property tax revenue collections should be within the budget estimate. **Sales Tax** revenue collections are slightly above budget expectations (26.0%). Last year's sales tax revenue was down due to a local business remitting sales tax to Seagoville's credit rather than remitting sales tax at the location of the sale. This was determined by the State Comptroller's office as part of an audit. In **Franchise Fee** revenue, the comparative collection trend for the first three months of FY 2018 vs. FY 2017 appears below:

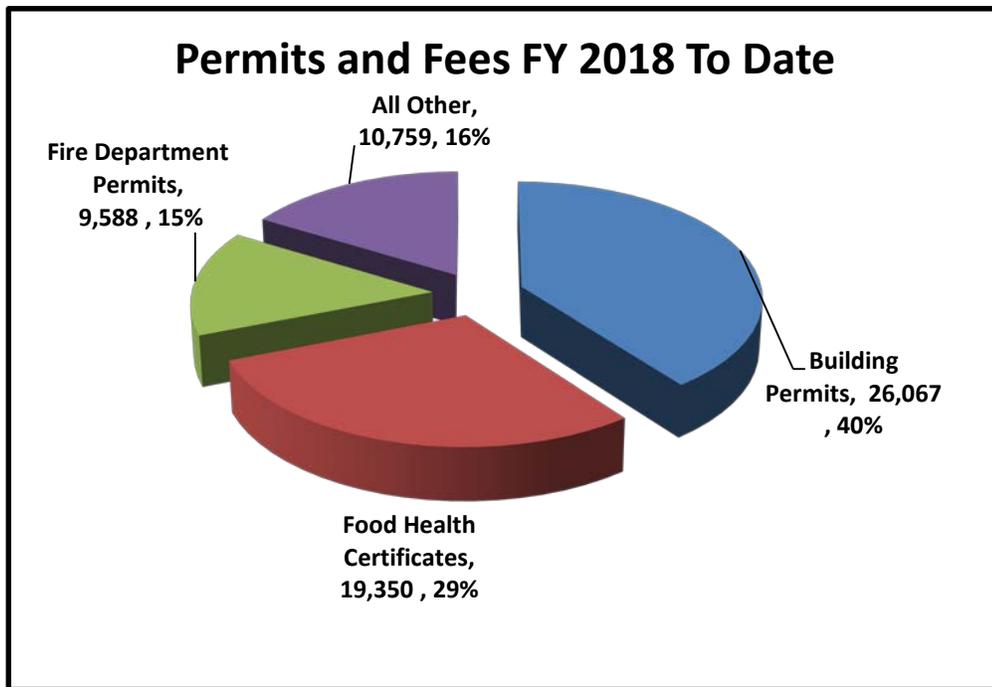
Description	FY 2018 Amount	FY 2017 Amount	Increase (Decrease)
ONCOR	\$ 100,999	\$ 99,061	\$ 1,938
Telephone		7,050	(7,050)
Republic Services	4,940	4,807	133

Cable television franchise fee is generally received quarterly. The telephone franchise fee is also received quarterly. The FY 2017 amount of \$7,050 was for the final quarter of FY 2016 which was received after the books were closed for FY 2016. The first quarter receipt for FY 2018 is expected to be received in January 2018.

Permits & Fees For the first quarter of FY 2018, the City received \$2,547.50 for issuing 2 permits in Priest Acres subdivision, \$3,283.65 for issuing 3 permits in the Sandy Hill subdivision, \$1,072.15 for issuing a permit in the Stafford Addition subdivision, and \$4,563.25 for issuing six permits in other parts of the City. This compares to the first quarter

of FY 2017, in which the City received \$77,030.35 for issuing 69 building permits for the Highland Meadows Phase II subdivision, \$8,320.70 for issuing 6 building permits for the Meadows subdivision, and \$1,273.75 for issuing a permit in the Stafford Addition subdivision. The following is a comparison of FY 2018 revenue vs. FY 2017:

Description	FY 2018 Amount	FY 2017 Amount	Increase (Decrease)
Building Permits	\$ 26,067	\$ 108,654	\$ (82,587)
Inspection Fees	-	-	-
Food Health Certificates	19,350	19,275	75
Fire Department Permits	9,588	9,585	4
All Other	10,759	13,208	(2,450)



Sanitation revenue is up compared to budget (27.5% actual vs. 25.0% expected). This is primarily due to the unexpected increase in residential accounts. There is about a 45 day lag between the end of the month and revenue received from the Dallas Council on Aging which is in **Senior Activities** revenue. **Fines** revenue reflects increased court enforcement activity from public safety contacts. **Miscellaneous** revenue includes a \$12,185.06 reimbursement from Texas Municipal League insurance for vandalism at Heard Park to the slide and canopy.

Total revenues for the first three months of the fiscal year are \$3,326,617 or 39.1% of budget. This compares favorably to total General Fund revenues for the first three months of the previous fiscal year (\$3,210,417).

Expenditures: Total General Fund expenditures are within budget expectations (25.2% actual vs. 25.0% expected).

Due to the City's biweekly payroll and the 2017 calendar, the first quarter of FY 2018 reflects 9 pay periods. A number of departments are above expectation due to presence of the extra pay period. This pay period added approximately \$167,959.96 (not including fringe benefits) to total General Fund expenditures. This overage will level out as we progress in the fiscal year.

Administration is above expectations due to the one-time cost of deferred compensation.

Finance is above expectations due to payment of half of the annual expenditure of Dallas/Kaufman county appraisal services.

Code Enforcement is above expectations due to payments for Dallas County, 3rd party retail food inspection services and the annual license fee for the GoGov Code Enforcement application software.

Non departmental is above expectations due to the annual premium payment to TML for workers' compensation and property/casualty insurance.

Grant Equipment represents the purchase of (30) brand new multi band VHF/700.800 MHz portable radios, these radios have been delivered and are currently in use by all officers.

Debt Payment (Quint) is the second annual payment of fifteen on the financing to acquire the quint fire vehicle.

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues are within budget expectations (27.3% vs. 25.0%). **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** is generated from late customer payment. **Pretreatment Sewer Revenue** is charged to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Reconnection Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

Expenditures: The year to date expenditure trend is within expectations (19.8% actual vs. 25.00% expected).

Non departmental is above expectations due to the annual premium payment to TML for workers' compensation and property/casualty insurance.

Cityworks System represent progress payments on the installation of the new work order system. It includes GIS mapping, asset registry, condition assessment and work order management. This system represents a major element of compliance with the EPA's administrative order.

Other Funds**Street Maintenance (Fund 43)**

The expenditures include the fifth payment request to Anderson Paving Company for the Woodhaven Addition Asphalt Paving project (\$207,682.07), minor construction work performed by RT&E Rural Water (\$4,830.00) and leak repair performed by Rockin' H plumbing (\$535.75). Additionally there was also \$5,005.00 in engineering by BSM Engineering.

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2017-18
AS OF 12/31/17
25.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to- Date	% of Budget	Annual Budget	Year-to- Date	% of Budget
Revenues:						
Property Taxes	\$3,768,772	\$2,126,890	56.4%	\$4,011,440	\$2,204,027	54.9%
Sales Taxes	\$2,178,764	\$516,642	23.7%	\$2,293,470	\$596,669	26.0%
Franchise Fees	\$647,500	\$112,039	17.3%	\$637,500	\$108,476	17.0%
Permits & Fees	\$258,125	\$150,721	58.4%	\$411,395	\$65,764	16.0%
Sanitation	\$914,560	\$234,268	25.6%	\$934,920	\$256,790	27.5%
Senior Activities	\$24,000	\$397	1.7%	\$29,000	\$4,974	17.2%
Fines	\$177,200	\$47,392	26.7%	\$192,500	\$63,062	32.8%
Interest	\$1,500	\$1,510	100.7%	\$2,500	\$4,860	194.4%
Grants		\$13,274				0.0%
Miscellaneous	\$6,000	\$7,285	121.4%	\$6,000	\$21,996	366.6%
Total Revenues	\$7,976,421	\$3,210,417	40.2%	\$8,518,725	\$3,326,617	39.1%
Transfers In:	\$379,904	\$115,676	30.4%	\$379,904	\$88,076	23.2%
Expenditures:						
City Council	\$9,450	\$1,507	15.9%	\$9,450	\$966	10.2%
City Manager	\$206,358	\$57,926	28.1%	\$213,681	\$62,108	29.1%
City Secretary	\$115,450	\$37,405	32.4%	\$100,410	\$27,174	27.1%
Finance	\$349,443	\$96,952	27.7%	\$361,436	\$94,141	26.0%
Animal Control	\$117,382	\$24,686	21.0%	\$114,339	\$26,164	22.9%
Code Enforcement	\$175,197	\$47,803	27.3%	\$181,758	\$58,964	32.4%
Inspection/Services	\$255,616	\$62,121	24.3%	\$342,274	\$87,568	25.6%
Police	\$1,929,014	\$482,721	25.0%	\$2,024,940	\$539,823	26.7%
Planning	\$81,656	\$15,409	18.9%	\$84,023	\$10,262	12.2%
Fire	\$1,579,045	\$409,402	25.9%	\$1,698,473	\$434,176	25.6%
Municipal Court	\$161,508	\$38,566	23.9%	\$169,508	\$40,564	23.9%
Library	\$177,730	\$48,081	27.1%	\$185,613	\$49,439	26.6%
Senior Center	\$193,552	\$51,431	26.6%	\$202,459	\$48,732	24.1%
Streets	\$495,492	\$148,208	29.9%	\$317,080	\$70,954	22.4%
Sanitation	\$694,088	\$118,690	17.1%	\$747,680	\$66,268	8.9%
Support Services	\$669,800	\$165,886	24.8%	\$662,229	\$184,594	27.9%
Parks	\$231,437	\$50,898	22.0%	\$241,985	\$30,653	12.7%
Emergency Medical Service	\$164,080	\$41,020	25.0%	\$164,080	\$41,020	25.0%
Information Technology	\$93,759	\$23,463	25.0%	\$81,679	\$31,608	38.7%
Human Resources	\$110,403	\$28,824	26.1%	\$114,584	\$30,094	26.3%
Non Departmental	\$340,760	\$150,887	44.3%	\$347,598	\$173,302	49.9%
Total Expenditures	\$8,151,220	\$2,101,887	25.8%	\$8,365,279	\$2,108,575	25.2%
Debt Payment (Quint)				\$72,000	\$67,054	93.1%
Grant Equipment					\$79,865	
Transfers and Reserves				\$461,350		
Use of Fund Balance Projects	\$402,392	\$289,904	72.0%	\$976,456	\$167,996	17.2%

**General Fund
Use of Fund Balance Projects
FY 2018**

	<u>Budget</u>	<u>Actual</u>
Patrol Vehicle Purchases	140,095.00	8,051.75
Information Technology Upgrades	20,853.00	5,400.00
Animal Service Vehicle	40,845.00	
Street Equipment	161,172.00	103,934.61
CO Bruce Park Restroom Facility	90,000.00	
Fire Station Study	5,500.00	
Firefighting Equipment	91,675.00	38,742.00
Security Equipment	11,846.00	
Street Maintenance Projects	300,000.00	
Vehicle Replacement	42,000.00	
Debt Payment - Roof Repair	47,470.00	11,867.46
Emergency Siren	25,000.00	
Total	<u>976,456.00</u>	<u>167,995.82</u>

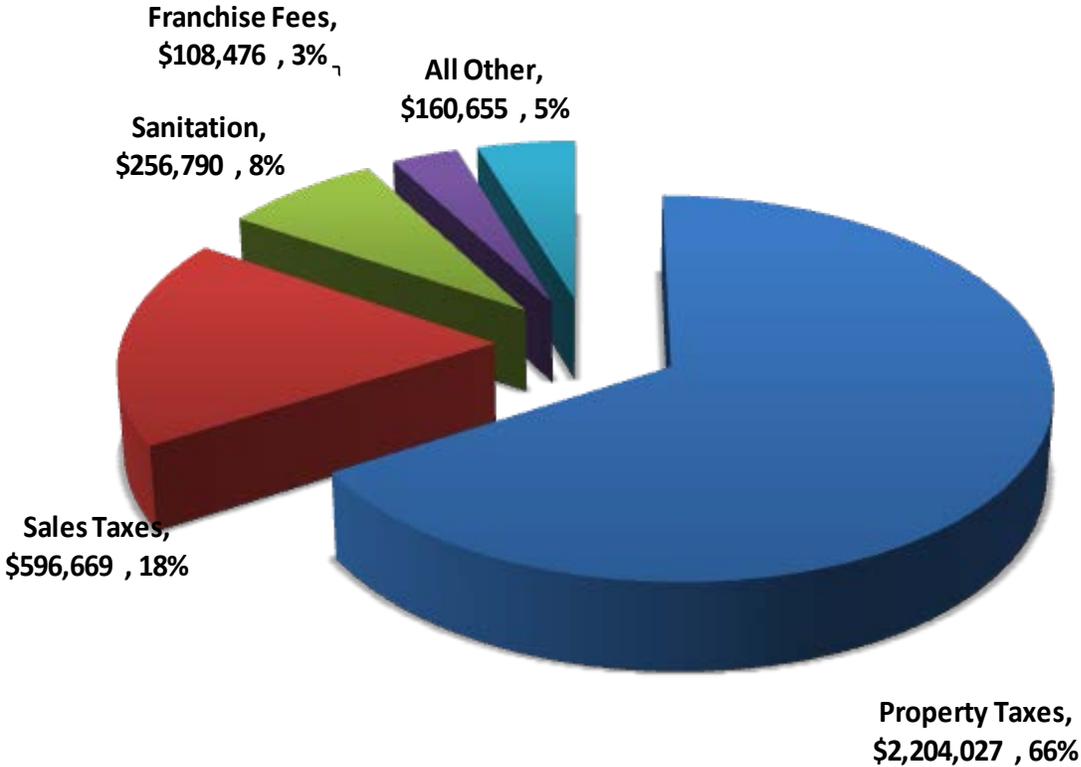
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2017-18
AS OF 12/31/17
25.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$3,117,634	\$745,000	23.9%	\$3,517,634	\$932,736	26.5%
Sewer Service	\$3,120,468	\$767,040	24.6%	\$3,120,468	\$860,180	27.6%
Penalties and Interest	\$110,000	\$33,848	30.8%	\$110,000	\$27,926	25.4%
Pretreatment Sewer Revenue	\$46,388	\$10,558	22.8%	\$46,388	\$10,082	21.7%
Reconnection Fees	\$35,000	\$17,395	49.7%	\$35,000	\$18,510	52.9%
Meter Installation	\$1,600	\$1,500	93.8%	\$1,600	\$1,750	109.4%
Online Payment Fee	\$4,500	\$1,824	40.5%	\$4,500	\$1,857	41.3%
Interest Earnings	\$2,000	\$1,654	82.7%	\$2,000	\$4,384	219.2%
Miscellaneous	\$450	\$1,271	282.5%	\$450	(\$363)	-80.7%
Bank and NSF Fees	\$900	\$420	46.7%	\$1,012	\$390	38.5%
Water Tap Fees	\$0		0.0%		\$2,200	0.0%
Sewer Tap Fees	\$0		0.0%		\$4,035	0.0%
Total Revenues	\$6,438,940	\$1,580,510	24.5%	\$6,839,052	\$1,863,688	27.3%
Expenditures:						
Utility Administration	\$164,652	\$44,674	27.1%	\$171,194	\$46,925	27.4%
Water Services	\$1,908,999	\$262,136	13.7%	\$2,291,917	\$355,508	15.5%
Sewer Services	\$2,349,774	\$479,427	20.4%	\$2,410,063	\$506,421	21.0%
Customer Services	\$214,119	\$43,871	20.5%	\$212,384	\$50,847	23.9%
Non Departmental	\$395,806	\$95,337	24.1%	\$109,036	\$37,299	34.2%
Debt Service Transfer	\$599,467	\$149,867	25.0%	\$547,970	\$140,507	25.6%
Total Expenditures	\$5,632,817	\$1,075,312	19.1%	\$5,742,564	\$1,137,507	19.8%
Transfers Out	\$752,304	\$88,076	11.7%	\$352,304	\$88,076	25.0%
Cityworks System	\$0		0.0%	\$30,000	\$22,820	76.1%
Professional Engineering	\$0		0.0%	\$115,200	\$11,370	9.9%
Glenn Road Lift Station	\$0		0.0%	\$70,125		0.0%
Capital Projects	\$0		0.0%	\$750,000	\$9,751	1.3%
Vehicles	\$0		0.0%	\$68,000		0.0%

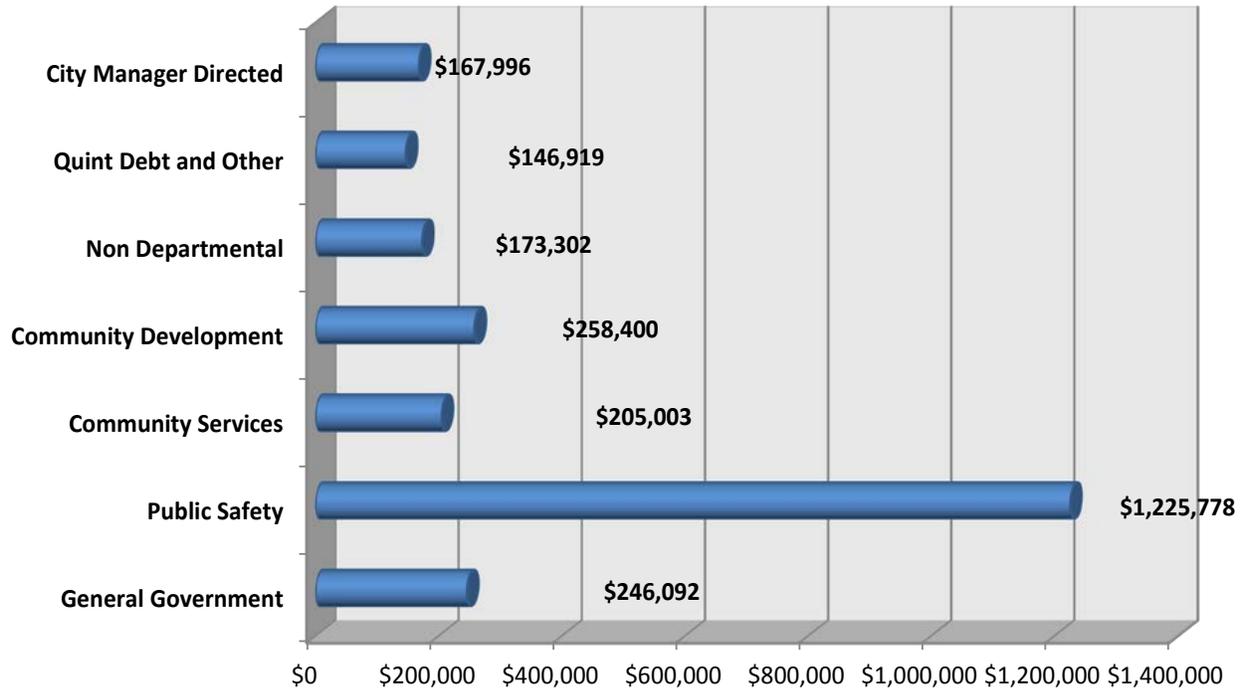
OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2017-18
AS OF 12/31/17
25.00% of Budget Year

FUND #	FUND NAME	FY 2017 ACTUAL YEAR-TO-DATE REVENUES	FY 2018 ANNUAL REVENUE BUDGET	FY 2018 ACTUAL YEAR-TO-DATE REVENUES	FY 2017 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2018 ANNUAL EXPENDITURE BUDGET	FY 2018 ACTUAL YEAR-TO-DATE EXPENDITURES
		ENTERPRISE FUNDS					
21	W&S Debt Service	\$149,920	\$547,970	\$140,644		\$547,970	
22	W&S Improvements		\$750,000		\$1,154	\$955,000	\$9,751
61	Storm Water	\$17,402	\$140,250	\$27,254	\$48,644	\$140,350	\$5,401
SPECIAL REVENUE FUNDS							
29	Police Seizure State						\$1,779
30	Police Seizure Federal						
32	Miscellaneous Grants	\$550	\$2,500	\$949	\$421	\$2,500	\$536
35	Recycle Revenue Fund	\$1,761	\$500		\$146		\$27
36	Municipal Court	\$1,880	\$12,192	\$2,857	\$410	\$9,996	\$340
38	Park Development	\$56,500					
39	Hotel Motel Fund	\$9,664	\$27,500	\$1,442	\$11,742	\$27,500	\$2,077
42	Park Maintenance		\$2,000				
45	Animal Shelter	\$1,217	\$3,000	\$1,073	\$4,525	\$3,000	\$2,709
47	Vehicle Replacement Fund	\$42,000	\$44,500				
48	Technology Replacement		\$17,500				
50	TLEOSE		\$2,000			\$2,000	
52	InterAgency PS Training		\$2,500			\$2,000	
DEBT SERVICE FUND							
2	General Debt Service	\$110,299	\$194,420	\$113,375		\$196,170	\$39,180
CAPITAL PROJECTS							
41	FY 2015 Street Projects	\$35,187			\$7,500		
43	Street Maintenance	\$120,000	\$731,850	\$4,132		\$981,000	\$219,253

General Fund Revenues
1st Quarter, FY 2018
Total \$3,326,617



**General Fund Expenditures
1st Quarter FY 2018
Total \$2,423,490**



General Government

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

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

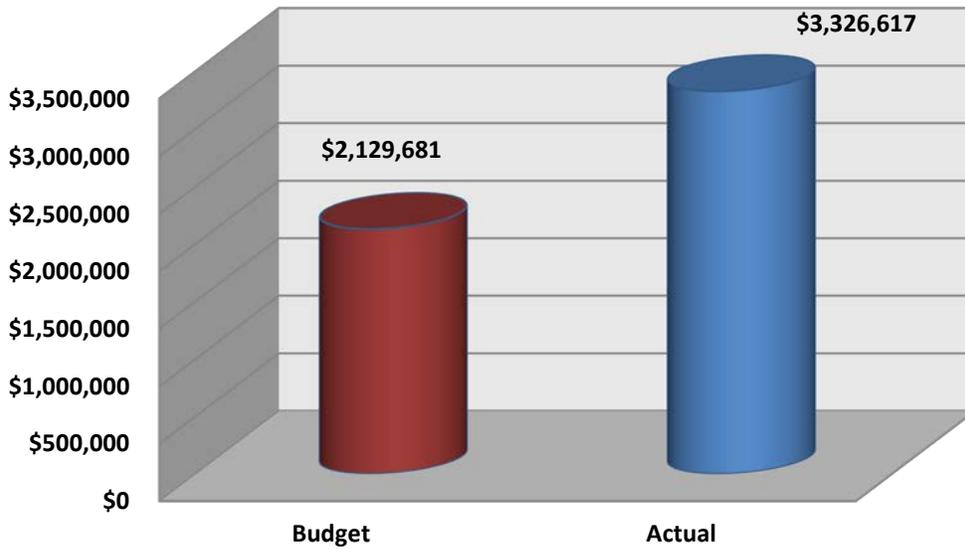
Community Services

Municipal Court, Library, Senior Center, Sanitation

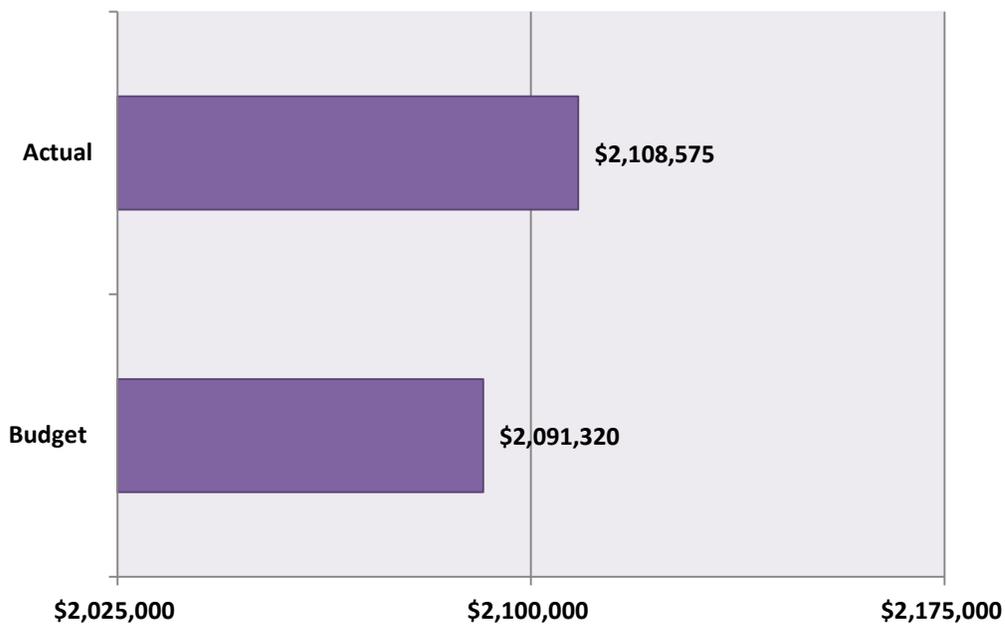
Public Safety

Police, Fire, Ambulance, Support Services, Animal Control

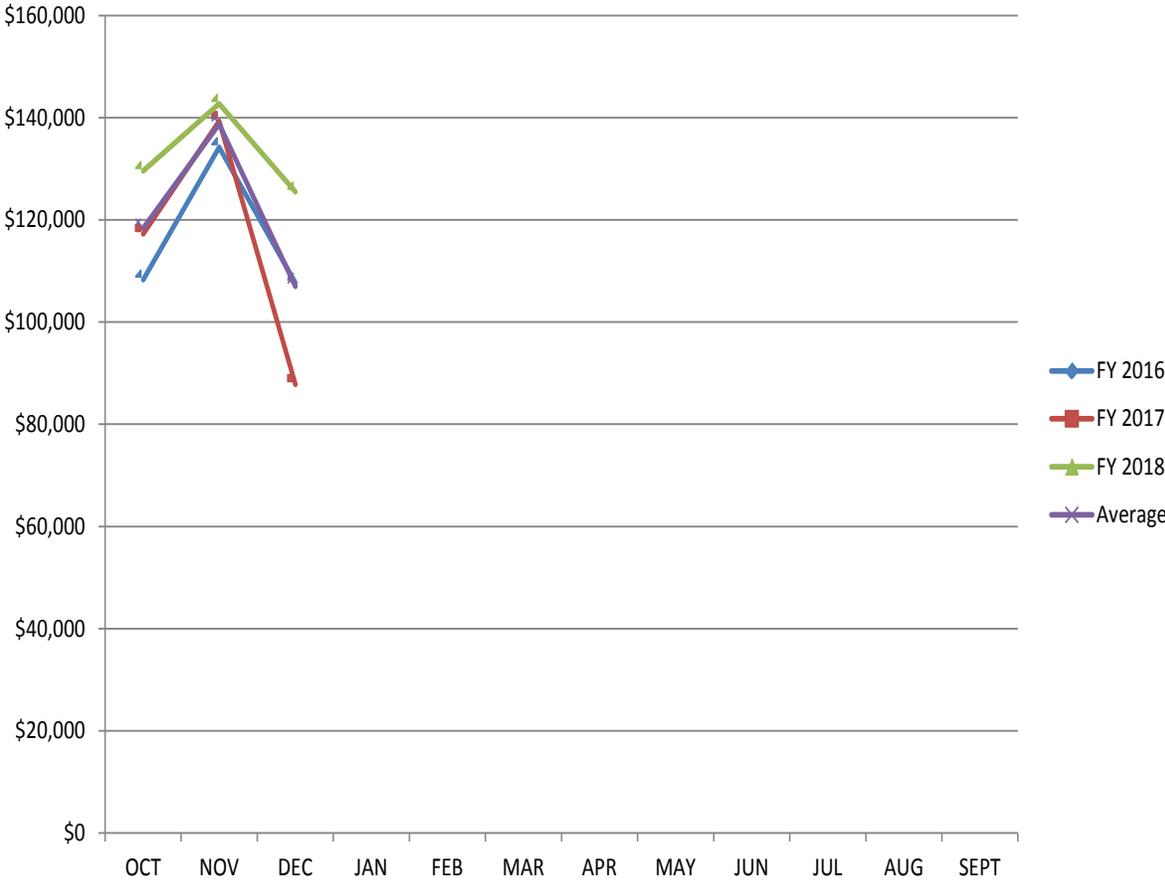
Year to Date Revenue Comparison General Fund



Year to Date Expenditure Comparison General Fund

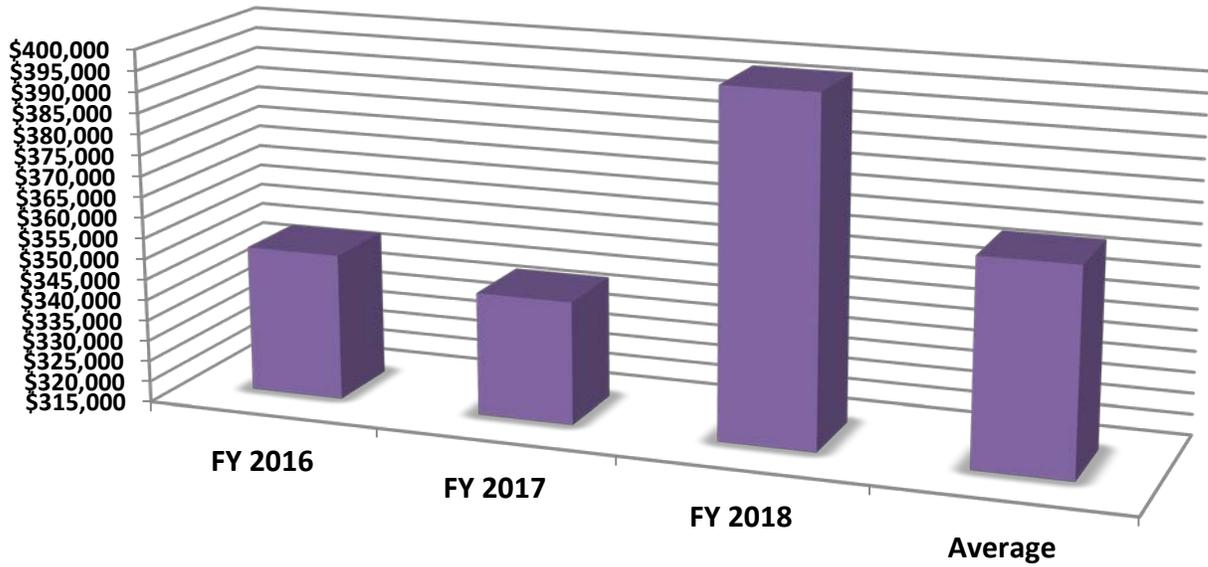


General Fund Sales Tax Comparison



	FY 2016	FY 2017	FY 2018	Three Year Average
OCT	108,304.81	117,255.97	129,581.47	118,380.75
NOV	134,211.07	139,335.95	142,707.74	138,751.59
DEC	107,679.72	87,836.00	125,490.04	107,001.92

Fiscal Year to Date Comparison - Sales Tax



	FY 2016	FY 2017	FY 2018	Three Year Average
Fiscal Year To Date	350,195.59	344,427.91	397,779.25	364,134.25



Sales & Use Tax Monthly Summary General Fund

December, 2017

History by Month					
Month	FY 15-16	FY 16-17	FY 17-18	Inc/(Dec) From Last Year	Percent +/-
October	\$ 108,304.81	\$ 117,255.97	\$ 129,581.47	\$ 12,325.50	10.5%
November	\$ 134,211.07	\$ 139,335.95	\$ 142,707.74	\$ 3,371.79	2.4%
December	\$ 107,679.72	\$ 87,836.00	\$ 125,490.04	\$ 37,654.05	42.9%
January	\$ 106,634.86	\$ 120,436.32	\$ -	\$ -	0.0%
February	\$ 155,594.11	\$ 167,079.94	\$ -	\$ -	0.0%
March	\$ 101,380.53	\$ 113,468.05	\$ -	\$ -	0.0%
April	\$ 107,966.73	\$ 115,183.31	\$ -	\$ -	0.0%
May	\$ 141,751.32	\$ 154,902.01	\$ -	\$ -	0.0%
June	\$ 111,825.38	\$ 123,730.29	\$ -	\$ -	0.0%
July	\$ 114,616.88	\$ 131,020.10	\$ -	\$ -	0.0%
August	\$ 139,302.65	\$ 143,683.22	\$ -	\$ -	0.0%
September	\$ 118,827.00	\$ 122,944.19	\$ -	\$ -	0.0%
Total General Fund	\$ 1,448,095.02	\$ 1,536,875.32	\$ 397,779.25	\$ 53,351.34	55.0%

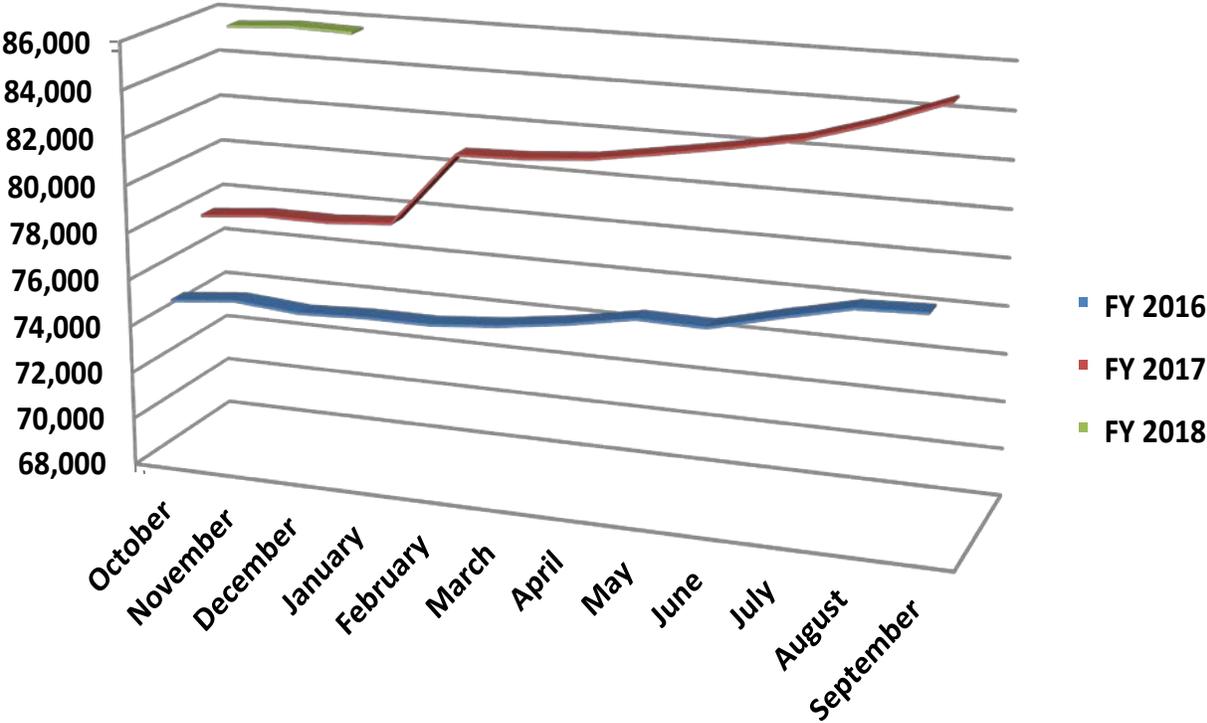
Actual to Budget					
GF Budget FY 2018				\$ 1,513,235	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	25.00%	\$ 378,308.75			
Actual to Budget	26.29%	\$ 397,779.25			
Amount Over/(Under)		\$ 19,470.50			
Percent +/-		1.29%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 2,382,527	\$ 869,292	57.4%

Actual to Actual					
Year to Date	FY 15-16	FY 16-17	FY 17-18	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 108,304.81	\$ 256,591.92	\$ 397,779.25	\$ 141,187.34	55.0%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 125,490.04	\$ 62,745.02	\$ 62,745.02	\$ 250,980.08
Year to Date	\$ 397,779.25	\$ 198,889.63	\$ 198,889.62	\$ 795,558.50

NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.

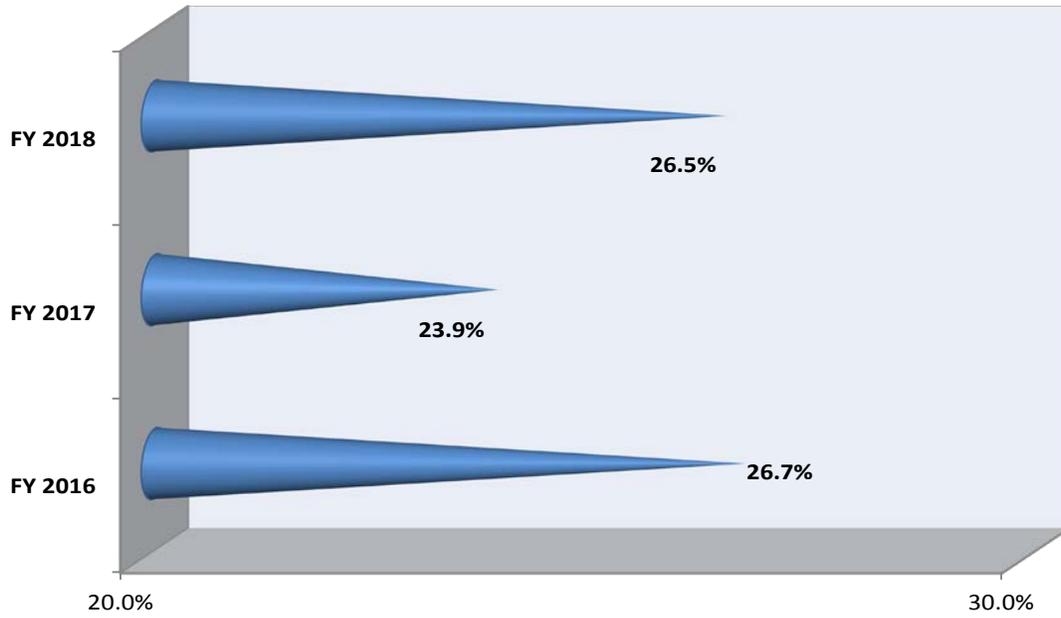
Three Year Comparison of Sanitation Revenue



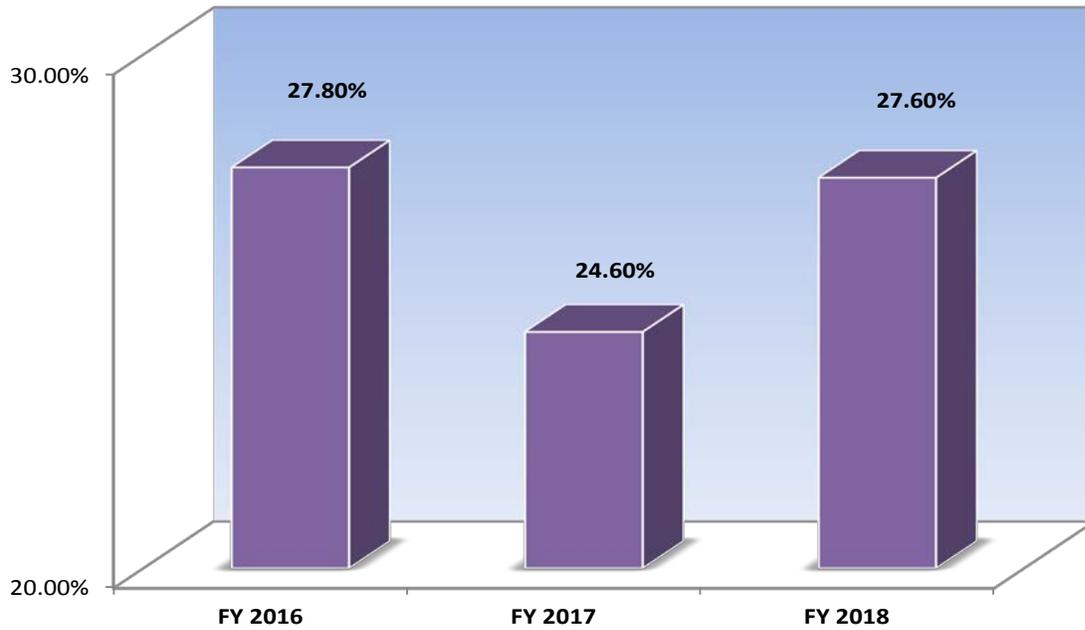
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 12/31/17
25% OF BUDGET YEAR**

	Adopted Budget	Year to Date	% tage of Budget
REVENUES:			
Property Taxes	\$4,011,440	\$2,204,027	54.9%
Sales Taxes	2,293,470	596,669	26.0%
Franchise Fees	637,500	108,476	17.0%
Sanitation	934,920	256,790	27.5%
All Other	<u>641,395</u>	<u>160,655</u>	25.0%
TOTAL REVENUES	\$8,518,725	\$3,326,617	39.1%
Transfers In:	379,904	88,076	23.2%
EXPENDITURES:			
Public Safety	\$4,664,061	\$1,225,778	26.3%
Community Development	1,167,120	258,400	22.1%
Community Services	1,305,260	205,003	15.7%
General Government	881,240	246,092	27.9%
Non departmental	<u>347,598</u>	<u>173,302</u>	49.9%
TOTAL EXPENDITURES	\$8,365,279	\$2,108,575	25.2%
One Time Use of Fund Balance	1,509,806	314,915	20.9%

Water Revenue as a % of Budget 25% of the Fiscal Year



Sewer Revenue as a % of Budget 25% of the Fiscal Year



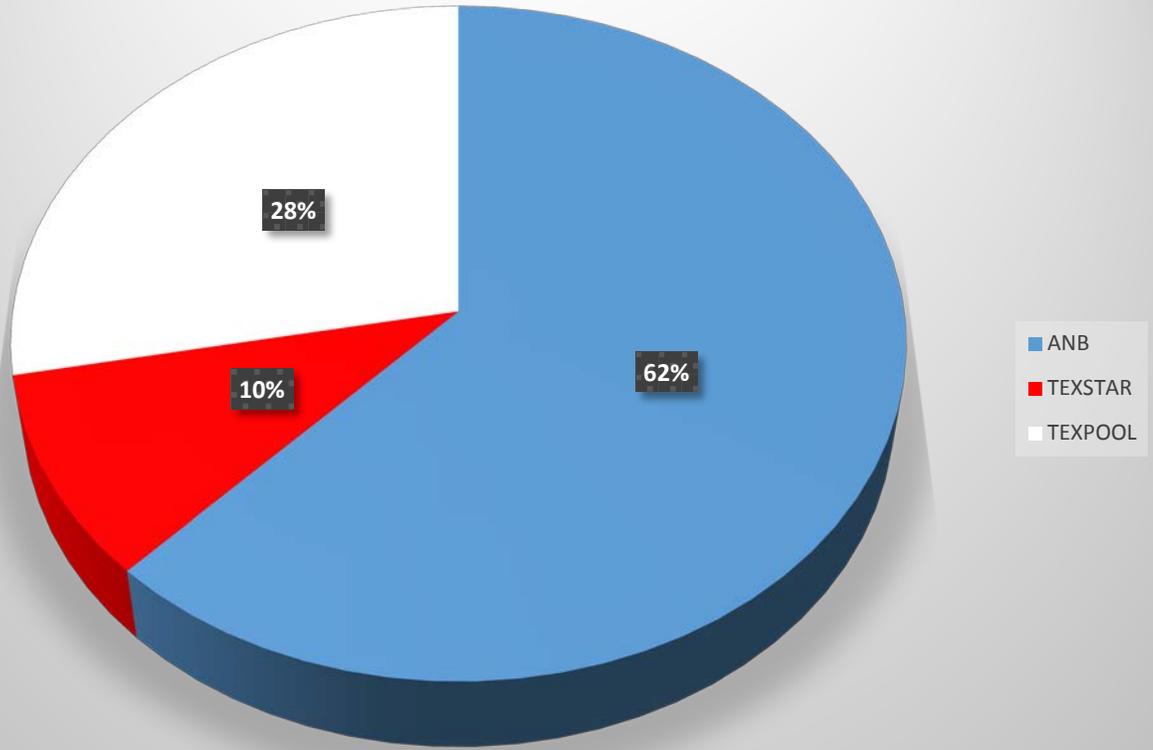
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 12/31/17
25% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,517,634	\$932,736	26.5%
Sewer Sales	3,120,468	860,180	27.6%
All Other	<u>200,950</u>	<u>70,771</u>	35.2%
TOTAL REVENUES	\$6,839,052	\$1,863,688	27.3%
EXPENDITURES:			
Water Services	\$2,291,917	\$355,508	15.5%
Sewer Services	2,410,063	506,421	21.0%
Debt Service Transfer	547,970	140,507	25.6%
Non Departmental	109,036	37,299	34.2%
All Other	<u>383,578</u>	<u>97,772</u>	25.5%
TOTAL EXPENDITURES	\$5,742,564	\$1,137,507	19.8%
Use of Reserve	\$1,033,325	\$43,941	4.3%
Transfers Out	352,304	88,076	25.0%

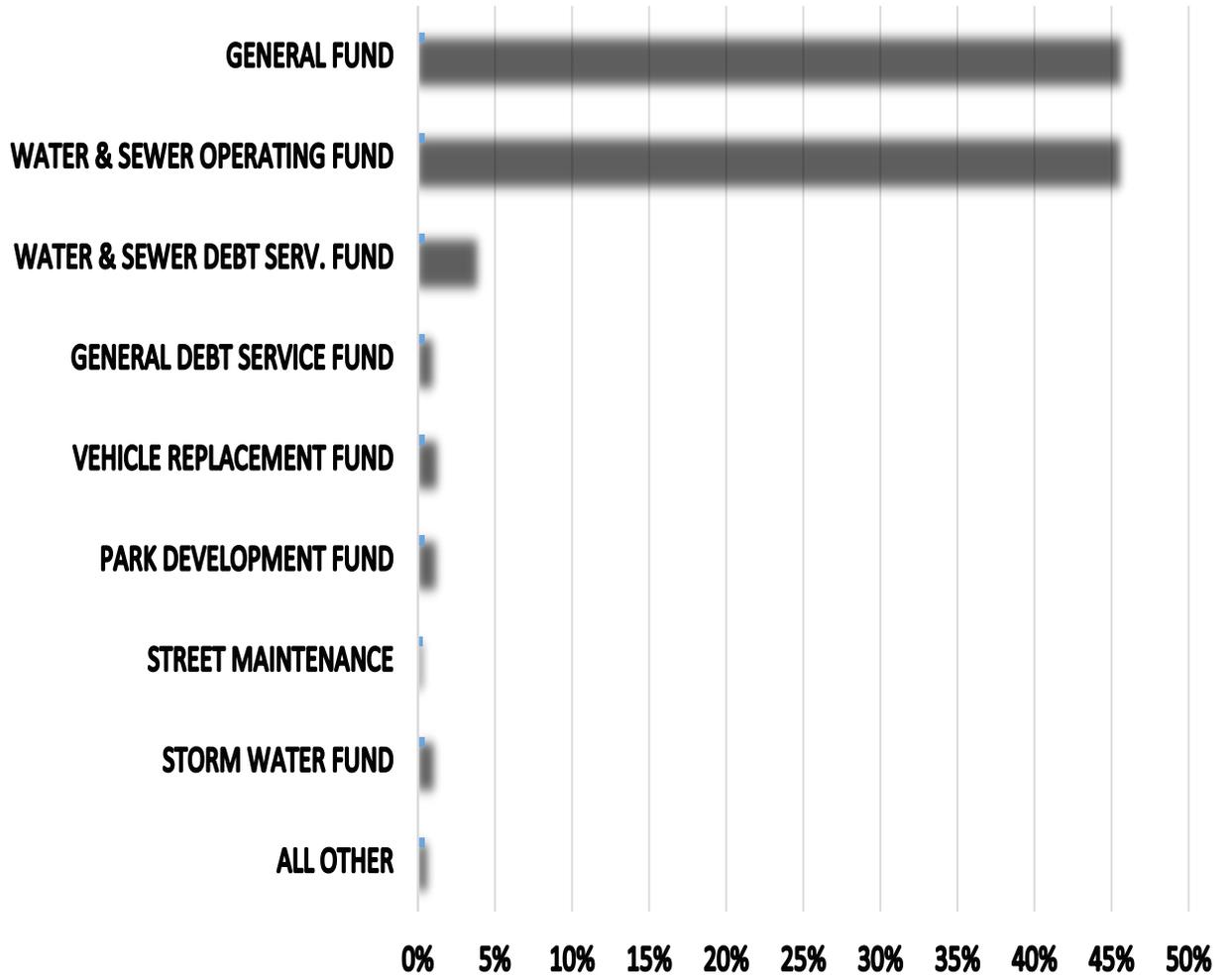
**CITY OF SEAGOVILLE
CASH REPORT
1st QUARTER FY 2018**

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF SEPT 30, 2017	CHANGES	ACCT BALANCE AS OF DEC 31, 2017
800008997	ANB Group Insurance Trust Bank	51.05	0.98	52.03
800000838	ANB PAYROLL FUND	12,277.76	3,160.98	15,438.74
4600130068	ANB ROOF	131,519.93	(11,851.93)	119,668.00
4600016705	ANB PEG	80,360.68	12,348.01	92,708.69
800007205	ANB PRIMARY	5,350,891.59	1,504,469.23	6,855,360.82
572915620	TEXSTAR	1,516,676.85	(395,867.99)	1,120,808.86
800013104	ANB ANIMAL SHELTER OPERATIONS	4,490.07	0.56	4,490.63
449/1291300001	TEXPOOL-GENERAL FUND	1,523,008.06	4,175.34	1,527,183.40
449/1291300003	TEXPOOL-WATER AND SEWER	1,288,187.83	4,537.32	1,292,725.15
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	310,121.13	850.24	310,971.37
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,210.94	30.77	11,241.71
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	51,281.29	140.66	51,421.95
			-	
TOTALS		\$ 10,280,077.18	\$ 1,121,994.17	\$ 11,402,071.35

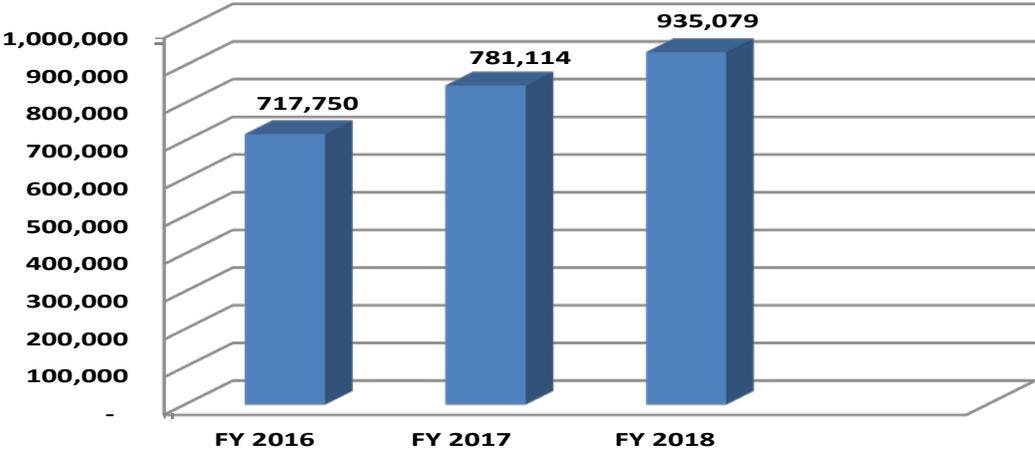
% OF TOTAL CASH



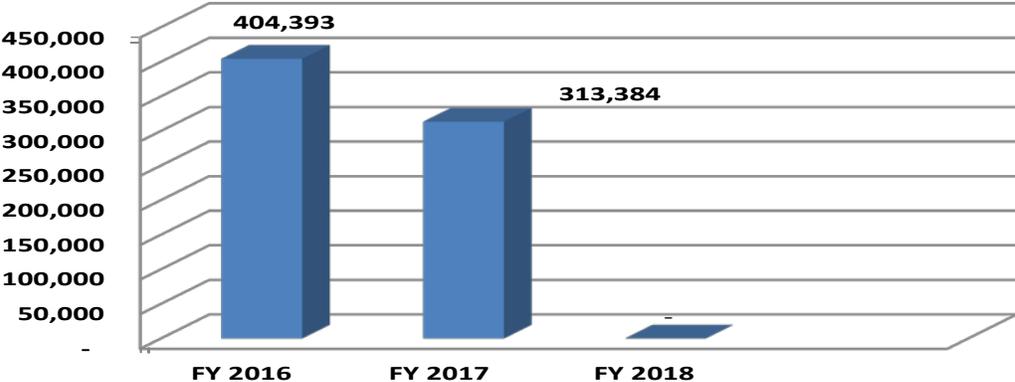
% OF CASH BALANCE



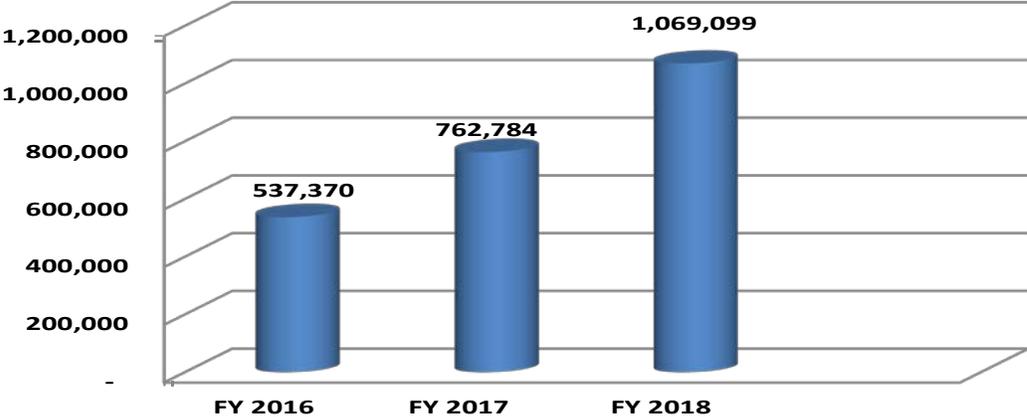
SEDC Cash Position



SEDC Debt



SEDC Financial Reserve



Regular Session Agenda Item: 4

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Approval of a Resolution authorizing the City Manager to execute an Interlocal Agreement between the City of Seagoville and North Central Texas Council of Governments for providing all the necessary information and databases for the implementation of Hyper-Reach in accordance with Texas Commission on State Emergency Communications Rules and Policy.

BACKGROUND OF ISSUE:

The purpose of this Agreement is to establish the responsibilities of North Central Texas Council of Governments (NCTCOG), acting in the capacity as the 9-1-1 Database Provider, the City and Hyper-Reach in regard to the implementation and use of the City of Seagoville Emergency Notification Service.

In reference to Resolution No. 01-R-2018, approving an agreement with Hyper-Reach and Asher Group, Emergency Notification System. This interlocal agreement is contractual in nature and is not to be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties. NCTCOG will provide all the necessary information and databases for the implementation of the emergency notification system in accordance with Texas Commission on State Emergency Communications rules and policy. This information will be used for the purpose of warning or alerting citizens regarding information in an emergency situation where property or human life is in jeopardy and is to be maintained as confidential and not subject to public inspection in accordance with Texas Health and Safety Code, Section 771.061(a). It is not to be sold or provided in any way to any agency/business etc., but is to be used for the sole purpose of protecting life and property. The City shall be solely responsible for ensuring any data provided by NCTCOG under this agreement remains confidential.

FINANCIAL IMPACT:

There is no financial impact with this interlocal agreement to the City or NCTCOG.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Interlocal Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 10-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR PROVIDING ALL THE NECESSARY INFORMATION AND DATABASES FOR THE IMPLEMENTATION OF HYPER-REACH IN ACCORDANCE WITH TEXAS COMMISSION ON STATE EMERGENCY COMMUNICATIONS RULES AND POLICY; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG); and

WHEREAS, pursuant to this Agreement, NCTCOG will provide all the necessary information and databases for the implementation of Hyper-Reach in accordance with Texas Commission on State Emergency Communications; and

WHEREAS, this information will be used for the purpose of warning or alerting citizens regarding information in an emergency situation; and

WHEREAS, the information will be maintained as confidential and is not subject to public inspection in accordance with Texas Health and Safety Code, Section 771.061, (a), and will not be sold or provided to any agency/business;

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement for Food Establishment Inspections and Environmental Health Services.

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign an Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with North Central Texas Council of Governments (NCTCOG).

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution, 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 RESOLVED by the City Council of the City of Seagoville, Texas, this the 5th day February, 2018.

APPROVED:

MAYOR: DENNIS K CHILDRESS

ATTEST:

CITY SECRETARY: KANDI JACKSON

APPROVED AS TO FORM:

CITY ATTORNEY: ALEXIS ALLEN

**INTERLOCAL AGREEMENT
FOR EMERGENCY SERVICE NOTIFICATION
BETWEEN
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
CITY OF SEAGOVILLE**

This Interlocal Agreement (**Agreement**) is entered into by and between the North Central Texas Council of Governments (**NCTCOG**) and the City of Seagoville (**City**), political subdivisions of the State of Texas.

W I T N E S E T H:

WHEREAS, the City has expressed interest in providing an emergency alerting system to the citizens of its respective service area; and,

WHEREAS, Hyper-Reach provides a service to assist municipalities and other organizations in large scale telephone communications; and,

WHEREAS, NCTCOG is the Regional Planning Commission (RPC) and 9-1-1 Database Provider for the North Central Texas region; and,

WHEREAS, the parties believe it would be beneficial for the **City** to establish the **City of Seagoville** Emergency Notification Service; and,

WHEREAS, the parties agree to cooperate to the fullest extent possible in accordance with Texas Commission on State Emergency Communications rules and policy; and,

WHEREAS, NCTCOG and the **City** agree to abide by all applicable federal, state and local laws and regulations; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for NCTCOG and **City** to enter into this **Agreement** for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I.

The purpose of this **Agreement** is to establish the responsibilities of **NCTCOG**, acting in its capacity as the 9-1-1 Database Provider, the **City** and all other participating entities (**Participants**) in regard to the implementation and use of the **City of Seagoville** Emergency Notification Service.

ARTICLE II.

This **Agreement** shall take effect on the date executed by the parties and remain in effect for a period of two (2) years unless terminated earlier as provided for herein. Thereafter, this **Agreement** shall automatically renew each year on the anniversary of the Effective Date until a Party provides written a notice of termination to the other Party no less than sixty (60) days prior to the end of the current term. This **Agreement** may be terminated at any time upon thirty (30) days written notice to the other party.

ARTICLE III.

The cost for operation of the City of Seagoville Emergency Service Notification, to include charges by the Hyper-Reach shall be the sole responsibility **City**. Charges for activation of the system will be the sole responsibility of the **City** and or **Participants** initiating the alerting event. **NCTCOG** will not be liable for any costs incurred by the **City** or **Participants** associated with the City of Seagoville Emergency Notification Service.

ARTICLE IV.

The **City** and all other **Participants** shall provide **NCTCOG** with the name or names and contact information of the person or persons responsible for the City of Seagoville Emergency Notification Service.

ARTICLE V.

Release of the data contained in the 9-1-1 database is to be used for the purpose of warning or alerting citizens regarding information in an emergency situation where property or human life is in jeopardy and

is to be maintained as confidential and not subject to public inspection in accordance with Texas Health and Safety Code, Section 771.061 (a). It is not to be sold or provided in any way to any agency/business etc, but is to be used for the sole purpose of protecting life and property. **City** shall be solely responsible for ensuring any data provided by NCTCOG under this **Agreement** remains confidential and is not made available for public inspection.

ARTICLE VI.

The **City** and or Participant will timely notify NCTCOG on the implementation and status of any emergency notification services that utilize the 9-1-1 database information within its region and/or when the emergency notification services are withdrawn, particularly in the event withdrawal is based on misuse of the confidential information.

ARTICLE VII.

This **Agreement** may be amended only by the mutual written agreement of the parties' hereto. Any amendments shall be attached to and incorporated into this **Agreement**.

ARTICLE VIII.

In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE IX.

NCTCOG and **City** agree that each Party is responsible for its individual acts and deeds as well as the authorized acts and deeds of their employees and agents. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the

Parties. Nor shall any Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

ARTICLE X.

NCTCOG and **City** shall negotiate in good faith toward resolving any disputes that arise under this **Agreement**. In the event of dispute, this **Agreement** shall be construed and enforced in accordance with the laws of the State of Texas. The mandatory and exclusive venue for any action under this **Agreement** shall lie exclusively in Tarrant County, Texas.

ARTICLE XI.

This **Agreement** supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promises relating to the subject matter of this **Agreement** which is not contained herein shall be valid or binding.

EXECUTED by the Parties on this ____ day of _____, 2018.

City of Seagoville

By: _____

North Central Texas Council of Governments

By: _____

Mike Eastland
Executive Director

Regular Session Agenda Item: 5

Meeting Date: February 5, 2018

ITEM DESCRIPTION:

A Resolution of the City Council of the City of Seagoville, Texas, approving a professional services contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within the Glen Road Lift Station Areas, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed seventy thousand one hundred twenty-five dollars and no cents (\$70,125.00), 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.

BACKGROUND OF ISSUE

This proposed Professional Services Contract is intended to ensure the City's commitment and adherence to the EPA's Capacity Management and Overflow Maintenance (CMOM) guidelines which requires the inspection of ten percent (10%) of the City's sanitary sewer lines per year.

It will address an area of our sanitary sewer system that is served by the Glen Road Lift Station and will assist in reducing inflow and infiltration (I & I) issues. If approved, the contractor will perform tasks that will assist the City in developing a long term plan to reduce and hopefully eliminate sanitary sewer overflows (SSO's) in the area identified in this contract.

Approval of this Contract will assist Staff in mapping out a plan to address the aforementioned issues over the coming years, and it will help Staff in planning future budget requests directed at reducing I & I and SSO's in the identified area.

FINANCIAL IMPACT:

Funding for this Professional Services Agreement in the amount of \$70,125.00 will be made from the FY2017-2018 Water and Sewer Fund. The City has sufficient funding available in this account to fund this project.

LEGAL

The proposed Contract has been reviewed and approved as to form by the City Attorney.

ATTACHMENTS AND EXHIBITS

Attachment 1.	Professional Services Contract with Pipeline Analysis LLC.
Exhibit A.	Compensation Sewer System Evaluation Survey
Exhibit B.	Detailed scope of services

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 08-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PIPELINE ANALYSIS, LLC, FOR THE PURPOSE OF PERFORMING VARIOUS FIELD TESTS AND INSPECTIONS OF THE WASTEWATER COLLECTION SYSTEM WITHIN THE GLEN ROAD LIFT STATION SERVICE AREAS, PREPARNG FINAL REPORTS CONTAINING RECOMMENDED SYSTEM REPAIRS AND THE ESTIMATED COSTS ASSOCIATED WITH REDUCING WET WEATHER INFLOW AND INFILTRATION IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$70,125), 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, Pipeline Analysis, LLC (hereinafter “Company”) is an engineering firm performing specialized sewer collection system testing and analysis with 100% of their business being associated with wastewater collection system inspection, testing and analysis; and

WHEREAS, the City of Seagoville (“City”) desires to enter into an Professional Services Contract (“Contract”) with Company to perform the services as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the Contract is intended to ensure the City’s commitment and adherence to the EPA’s Capacity Management and Overflow Maintenance (CMOM) guidelines, which requires the inspection of ten percent (10%) of the City’s sanitary sewer lines per year; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the Contract with the Company in an amount not to exceed seventy thousand one hundred twenty-five dollars and no cents (\$70,125), 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 Contract, with the Exhibit(s) thereto, by and between the City and Company in an amount not to exceed seventy thousand one hundred twenty-five dollars and no cents (\$70,125), 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 5th day of February, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 01/11/2018)

Professional Services Contract
City of Seagoville, Texas
Sanitary Sewer Evaluation Survey
Glen Road Lift Station Service Area



January 10, 2018



1115 Main Street
Garland, Texas 75040
800-637-0164

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the City of Seagoville, hereinafter called "City", acting by and through Pat Stallings duly authorized to act on behalf of CITY and Pipeline Analysis, LLC hereinafter called "ENGINEER", acting by and through James H. Forbes, Jr., P.E. (Project Manager) duly authorized to so act on behalf of the ENGINEER.

WHEREAS, the CITY desires professional engineering services in connection with the Sanitary Sewer Evaluation Survey of a portion of the City of Seagoville, Texas, wastewater system (Glen Road L.S. Service Area) hereinafter called "the PROJECT"; and

WHEREAS, the CITY has determined that the ENGINEER has experience in the area involved in the Project and is qualified to perform the work, and the ENGINEER is willing to enter into a contract with CITY to perform the engineering services desired by CITY in connection with the PROJECT.

THE CITY AND ENGINEER AGREE AS FOLLOWS:

The CITY hereby retains the ENGINEER to perform engineering services in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of Engineering services to be performed by the ENGINEER shall be as follows:

1.1 Approach to Project

This project will perform various field testing and inspection of the wastewater collection system within the Glen Road L.S. Service Area and prepare final reports that recommend system repairs and estimated costs to reduce wet weather infiltration/inflow.

1.2 Detailed Scope of Services

See Exhibit B attached.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data

CITY will provide to ENGINEER at no cost those sewer maps and any applicable previous reports.

Existing data delivered to the ENGINEER by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

2.2 Provide Access

Arrange for access to, and make all provisions for, ENGINEER to perform services under this AGREEMENT.

2.3 CITY Representative

CITY designates Phil DeChant (214-329-3381) as representative to act as the contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

The ENGINEER’S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work according to the following schedule, weather permitting:

Task	Description	Month					
		1	2	3	4	5	6
100	Mobilization	■					
200	Manhole/Pipe Inspection -(100%)						
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)		■				
400	Dye Flooding			■	■		
500	Preparatory Cleaning						
600	CCTV Inspection						
700	Admin.,Project Mgt.	■	■	■	■	■	
800	Defect Analysis/Rehab.			■	■	■	
900	Database, Cost Estimates, Mapping, Final Reports					■	■

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the project critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or written Notice to Proceed.

3.2 Completion of Services

ENGINEER'S services under each item of the finalized Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by CITY.

3.3 Changes

If the CITY requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ENGINEER'S services, the various rates of compensation and schedule shall be adjusted equitably.

3.4 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4 (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from CITY.

4. PAYMENT FOR SERVICES

4.1 Terms

Terms used in describing the applicable method of payment for services provided by the ENGINEER shall have the meaning indicated below:

Basic Engineering Fee:

Basic Engineering Fee shall mean those expenses incurred by the ENGINEER in prosecuting the PROJECT Scope of Services.

Reimbursable Expenses

Not applicable

Additional Services

Additional services **not** covered under the Scope of Services, will be provided to the CITY on a unit price or lump sum basis. A revised written detailed scope of services for additional services will be provided with the pricing summary. Additional services must be approved by City along with a written notice to proceed.

4.2 Basis and Amount of Compensation for Basic Services

Compensation for basic services will be as shown in Exhibit A. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements which reflect the percentage of work completed for the various items listed under Scope of Services. These statements shall be prepared by the ENGINEER and must be verified and approved by CITY.

4.5 Delay

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to

equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

The CITY or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty (30) calendar days of termination remunerate ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER'S prevailing fee schedule (Exhibit A). Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the CONTRACT and shall be promptly delivered to CITY in a reasonably organized form. Should CITY subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

5.2 Suspension

If the Project is suspended by CITY for more than 30 consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ENGINEER'S services.

5.3 Abandonment

This CONTRACT may be terminated by CITY upon not less than seven (7) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the Project is abandoned by CITY for more than ninety (90) consecutive days, the ENGINEER or CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

Failure of CITY to make payments to the ENGINEER in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CITY, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to CITY for delay or

damage caused CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

Services performed by the ENGINEER under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ENGINEER shall comply with the applicable laws and rules of the current "Texas Engineering Practice Act". CITY's approval, acceptance, use of or payment for all or any part of the ENGINEER'S services herein under or of the project itself shall in no way alter the ENGINEER'S obligations or CITY'S rights thereunder.

6.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ENGINEER'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ENGINEER, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

6.3 CITY Control

It is understood and agreed that CITY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the ENGINEER is instructed to proceed with the work.

6.4 Independent Agent

ENGINEER and CITY agreed that ENGINEER and any officer, employee or agent of ENGINEER, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of CITY.

6.5 Compliance with Laws

ENGINEER shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

6.6 No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefore from CITY.

6.7 Indemnification

ENGINEER, its officers, agents and employees agree to indemnify, hold harmless, and defend CITY, at ENGINEER'S cost, its officers, agents, and employees from and against any and all claims or suits for injuries, damages, loss, or liability of whatever kind of character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by the CONTRACT, based upon negligent acts or omissions of ENGINEER, its officers, agents, employees, consultants and subcontractors, whether or not caused solely by the ENGINEER, its officers, agents, employees, consultants or subcontractors or jointly with any other party. CITY shall not be liable for any loss, damage or injury arising from the services of the ENGINEER pursuant to this agreement.

ENGINEER agrees that he is solely responsible for the safety of himself and his employees in the performance of this CONTRACT and agrees to indemnify and hold harmless CITY, its officers and agents from and against any liability arising from the personal injury or death of the ENGINEER or the employees of the ENGINEER arising out of or in connection with this CONTRACT.

6.8 Insurance

ENGINEER shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ENGINEER shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage which may arise from the performance of his services under this CONTRACT, written on an occurrence basis.

ENGINEER shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with combined single limit coverage of \$1,000,000 for bodily injury, death or property damage.

ENGINEER shall maintain, at no expense to CITY, a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/VII by Best's Key Rating Guide, authorized to do business in Texas. This coverage must be maintained for at least two (2) years after the PROJECT is completed. Coverage must be written on an occurrence basis. However, at its sole discretion, the CITY may accept coverage

written on a claims-made basis if the policy provides for a retroactive date equivalent to the inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT.

All policies, except Worker's Compensation and Professional Liability, shall name the CITY as additional insured. All policies shall contain a waiver of subrogation in favor of the CITY and shall require the giving of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of United States Certified Mail. ENGINEER shall furnish CITY with copies of said policies or certificates evidencing such coverage.

6.9 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ENGINEER pursuant to this contract shall become the property of CITY. The ENGINEER may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

6.10 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Seagoville, Texas.

6.11 Assignment

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

6.12 Business Prohibitions

By executing this contract, the Engineer 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 Engineer 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.

7. DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2018.

**City of Seagoville
702 N. Hwy 175
Seagoville, TX 75159
(P) (972) 287-6819 (F) (972) 287-3891**

By: _____
Pat Stallings (City Manager)

Date: _____

**ENGINEER
Pipeline Analysis, LLC
1115 Main Street
Garland, Texas 75040
(800)637-0164
(972)479-0659 FAX**

By: 

James H. Forbes, Jr., P.E. (President)

Date: January 10, 2018

Exhibit A Compensation Sewer System Evaluation Survey

Sanitary Sewer Evaluation Survey

Glen Road Lift Station Service Area Estimated Condition Assessment Cost

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,500.00
200	Manhole/Pipe Inspection -(100%)	80	\$115.00	\$ 9,200.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	40,000	\$ 0.56	\$ 22,400.00
400	Dye Flooding	5	\$195.00	\$ 975.00
500	Preparatory Cleaning	6000	\$ 2.40	\$ 14,400.00
600	CCTV Inspection	6000	\$ 2.10	\$ 12,600.00
700	Admin.,Project Mgt.	L.S.	L.S.	\$ 1,500.00
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 1,250.00
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 6,300.00
Total Not To Exceed				\$ 70,125.00

Exhibit B

Detailed Scope of Services

The following represents the project approach. Tasks include:

- Manhole Inspection
- Smoke Testing
- Dye Water Flooding
- Internal Cleaning and TV Inspection
- Map Update
- Final Report

TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by the City of Seagoville concerning this project, including, but not limited to, the following:

1. Previous studies for the service areas to be investigated
2. Modifying the existing asset numbering system in the project area.

Deliverable:

1. Delivery of equipment and personnel
2. Work maps of the Glen Road Lift Station service area and delineated boundaries

To Be Provided by City:

- Access for placement of equipment and personnel
- Copies of all applicable reports, maps and historical data for the study area at no cost to ENGINEER
- As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested at no cost to ENGINEER

Deliverables:

1. Inclusion in final report of findings from this work task

TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area

designated, field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to establish the condition and prioritize least cost repairs:

1. Basin and Sub-area Designation
2. Manhole/Cleanout ID
3. Inspection Status – buried, CNL, CNO
4. Address and GPS coordinate (x,y) of manhole
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
11. Field corrections to collection system map

Upon completion of the manhole inspection, a prioritized manhole rehabilitation summary will be prepared that will include:

- Documentation with summary of field observations
- List of manholes/lines requiring immediate attention
- Digital photos
- Documentation for preparing manhole rehabilitation quantities
- Field updated map(s)
- Prioritized Manhole Repair Recommendations and Cost Estimates

To Be Provided by City:

- Current collection system map
- Access (if requested) to manholes that are buried or could not be opened.
- Assistance in locating assets (if requested)

Measurement of Payment:

Payment for this work task shall be a unit price for each manhole documented. Those manholes that are located, but buried or could not be opened will be noted and a list provided to the City. Manholes that could not be located using metal detectors or probes will be listed as Could Not Located (CNL). CNL manholes will not be billed. Manholes located, but were buried or could not be opened will be billed. The City will provide replacement covers at no cost should a cover be broken while attempting opening.

TASK 300 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the study area. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

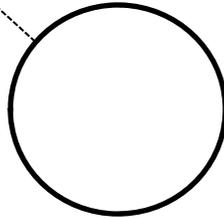
Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

To Be Provided by City:

- Review and approval of Notice to Residents
- Letter of introduction to be carried by field crews
- Previous City smoke testing data, if any

Deliverables:

- Defects listing and database
- Defect location sketch
- Digital photographs
- Smoke Notification Flyers and Notification of Residents
- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs



SMOKE TESTING NOTICE TO RESIDENT

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be **smoke testing** of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. **The smoke is non-toxic, leaves no residue, and creates no fire hazard.** The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. **At no time will field crews have to enter your business or residence.**

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

972-479-0655



Task 400 Dye Flooding (If required)

Dye water testing may be necessary to assist in the location and quantifying of specific defects during the evaluation. Non-toxic dye will be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation and photographs will be used to record all findings. Internal inspection will determine the exact source of the 'cross-connection' and establish the best repair option (i.e., point repair, direct connection, etc.).

To Be Provided by City:

- Water for dye flooding at no cost to Engineer

TASK 500 & 600 CLEANING AND TASK CCTV

Preparatory cleaning shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection. Preparatory cleaning will consist of not more than three passes of the jet hose (normal cleaning). Heavy cleaning to remove large deposits of debris is not included in this work task. CCTV investigation is found to be critical in establishing best practical repair methods. The following information will be gathered during CCTV Inspection:

1. Field forms, equipment, supplies and oversight QA/QC
2. Document findings. Data to include:
 - a. Date inspected
 - b. Line segment being inspected
 - c. Project name
 - d. Location (Address)
 - e. Footage location from manhole
 - f. Defect code and/or type and severity rating using the national Pipeline Assessment Certification Program (PACP) codes
 - g. Pipeline surface cover
3. Review video and logs
4. Provide reports on disk (CD or DVD) of segments televised
5. Summary of line segments cleaned and CCTV'd
6. Results of TV inspection provided on printed logs
7. Prepare prioritized mainline rehabilitation plan

To Be Provided by City:

- Access to site of work for placement of equipment and personnel
- Disposal site for any debris removed from the sewer system
- Water for cleaning and dye testing at no cost to engineer

Measurement of Payment:

Pipeline Analysis will invoice for the actual linear feet of sewer cleaned per the unit price specified in Exhibit A. In the case of CCTV, should the camera not be able to pass the entire length of the segment (due to

protruding taps, roots, dropped joints, etc.), then an attempt will be made from the opposite direction (if possible). Where a reverse setup was attempted, then the entire segment length will be billed at the unit price specified. If a reverse setup cannot be performed, then the actual segment footage CCTV'd will be billed. Summary listings of the database with field logs will serve as the basis for the periodic partial payment requests.

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies

Major system deficiencies that are identified during the field inspections that if corrected would result in significant reduction in I/I or is deemed to be of a safety concern will be recorded and forwarded as soon as possible to City's designated project manager. Likewise, should City undertake a major repair within the study area, they will immediately notify ENGINEER to determine the impact on data analysis.

Deliverables:

1. Monthly invoice
2. Status reports
3. Project schedule and updates

To Be Provided by City:

- All reports or materials deemed necessary by ENGINEER and identified during the course of the project that is not specifically stated above will be provided at no additional cost to the ENGINEER

TASK 800 DEFECT ANALYSIS/ REHABILITATION

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be compatible with the GIS system.
2. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods. Identify duplicate defects to ensure multiple rehabilitation methods are not recommended for the same defect.
3. Defect data will be presented graphically (data visualization).

4. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, "area photos" are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
5. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph and sufficient information to document the defect will be recorded.
6. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost.

To Be Provided by City:

- None

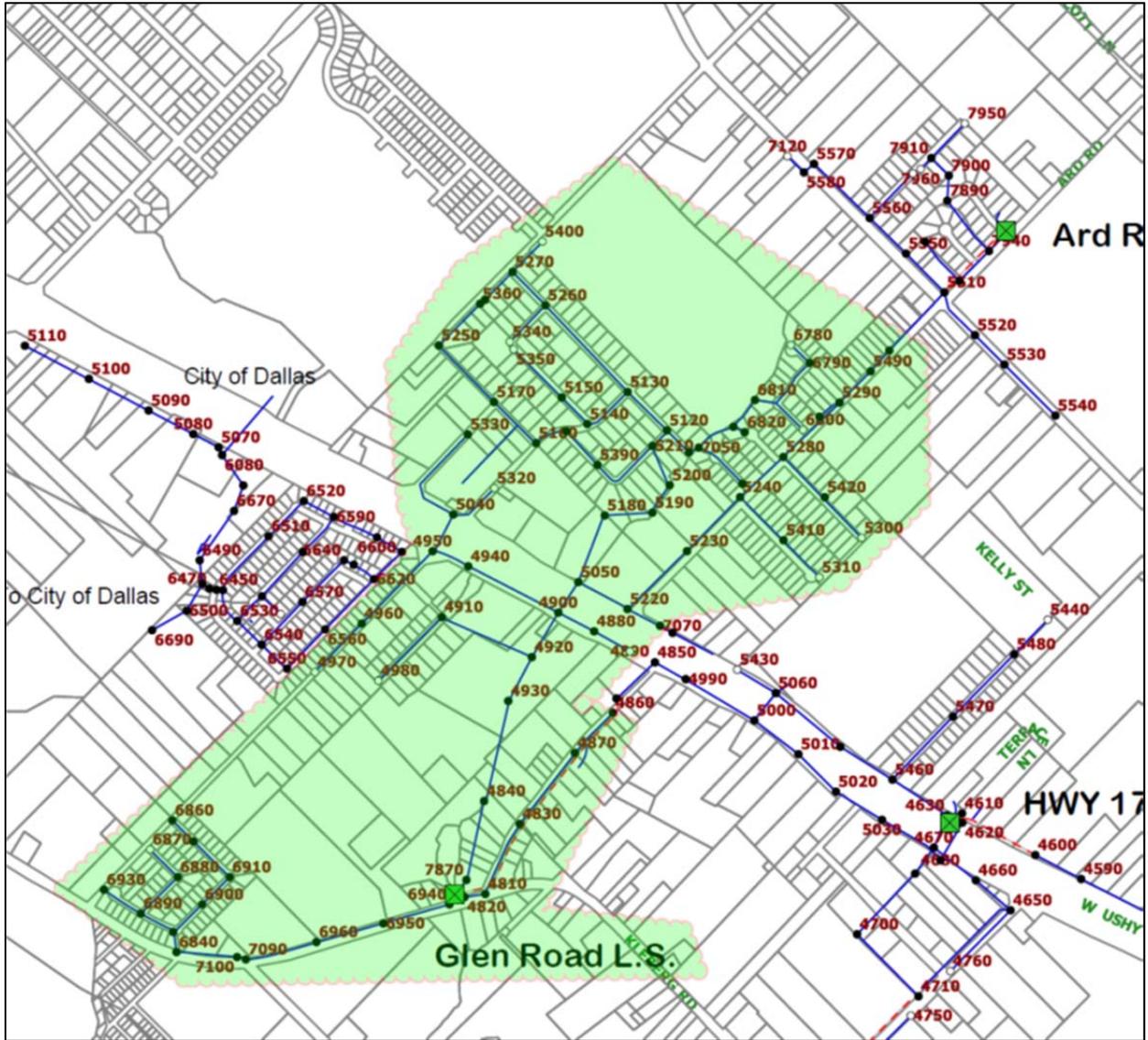
TASK 900 FINAL REPORT

Prepare and submit a Final Report that includes the following:

- Executive Summary
- Description of all tasks
- Manhole and pipe inspection summary/inventory
- Manhole defect summary
- Pipeline defect summary
- Service lateral defect summary
- Smoke test data summary
- CCTV data summary
- Recommendations and Cost Estimates for Private and Public sector repairs

Prepare and submit three (3) Final Reports and electronic database.

Study Area Map



Regular Session Agenda Item: 6

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Receive an update on the Water Conservation Plan.

BACKGROUND OF ISSUE:

Water conservation is an important consideration for any water utility. Conservation-based water management can be a cost-effective strategy to reduce capital and operating expenses associated with water supply and distribution infrastructure. Seagoville is required to maintain a current Water Conservation plan by the Texas Commission on Environmental Quality (TCEQ) and the City of Dallas as part of its wholesale treated water contract.

Seagoville's Water Conservation Plan Update will include the following tasks

1. Compile Seagoville water information and identify historic water usage trends
2. Develop goals for 5 and 10-year conservation targets
3. Develop Best Management Practices suitable for Seagoville to meet its goals.
4. Review the City's Drought Contingency Plan and revise as needed to conform with the City of Dallas (Seagoville's wholesale water supplier) requirements.
5. Update the water conservation plan, including schedules and provisions required by TCEQ and the Texas Water Development Board (TWDB) Water Conservation Plan Guidance Checklist.
6. Develop a Water Conservation Ordinance for Council consideration.

Seagoville's conservation plan will be updated by Halff Associates as part of the Water Master Plan currently underway.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 7

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Approval of an Ordinance amending Chapter 13, “Offenses and Nuisances”, article 13.04, “Junked Vehicles”, Section 13.04.002, “Definitions”, and by amending Chapter 21, “Building Regulations”, article 21.02 “Technical and Construction Codes and Standards”, Division 10 “Property Maintenance Code”, Section 21.02.504, “Amendments,” to amend the definition of Junked Vehicles in order to be consistent with State Law; Providing a Repealing Clause, Providing a Severability Clause; and Providing an Effective Date.

BACKGROUND OF ISSUE:

Staff has discovered that an element of the State definition of “Junked Vehicles” was previously omitted from the City Ordinance. Staff also finds that section 683.071 of the Transportation Code provides a definition for junked vehicle. In addition, staff has determine that it will benefit the citizens of the City of Seagoville to amend the City’s Code of Ordinances to maintain consistency with state law, by adopting this provision.

FINANCIAL IMPACT:

There will be no financial impact should City Council approve amending the Code of Ordinances.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Attachment: Junk Vehicle Ordinance Amendment

ORDINANCE NO. 03-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13, “OFFENSES AND NUISANCES”, ARTICLE 13.04, “JUNKED VEHICLES”, SECTION 13.04.002, “DEFINITIONS”, AND BY AMENDING CHAPTER 21, “BUILDING REGULATIONS”, ARTICLE 21.02 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, DIVISION 10 “PROPERTY MAINTENANCE CODE”, SECTION 21.02.504, “AMENDMENTS,” TO AMEND THE DEFINITION OF JUNKED VEHICLE IN ORDER TO BE CONSISTENT WITH STATE LAW; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville finds that Section 683.071 of the Transportation Code provides a definition for junked vehicle; and

WHEREAS, staff has discovered that an element of the state definition of junked vehicles was previously omitted from the City’s ordinance; and

WHEREAS, the City Council for the City of Seagoville finds it will benefit the citizens of the City of Seagoville to amend the City’s Code of Ordinances to maintain consistency with state law, by adopting this provision, as provided for herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas is amended by amending Chapter 13, “Offenses and Nuisances”, by amending Article 13.04, “Junked Vehicles”, Section 13.04.002 “Definitions” by amending the definition of junked vehicle, to read as follows:

“ARTICE 13.04 JUNKED VEHICLES

Sec. 13.04.002. Definitions.

In this article:

....

Junked vehicle. A vehicle that is self-propelled, does not have lawfully attached to it an unexpired license or does not display a license plate, and is:

- (A) Wrecked, dismantled or partially dismantled, or discarded;

- (B) Substantially disfigured, damaged, or disintegrated;
- (C) Ruined, destroyed or demolished; or
- (D) Inoperable and has remained inoperable for more than:
 - (i) Seventy-two (72) consecutive hours if the vehicle is on public property;
 - (ii) Thirty (30) consecutive days if the vehicle is on private property.”

SECTION 2. That the Code of Ordinances of the City of Seagoville, Texas is amended by amending Chapter 21, “Building Regulations”, by amending Article 21.02, “Technical and Construction Codes and Standards”, Division 10, “Property Maintenance Code”, Section 21.02.504 “Amendments” by amending the definition of junked vehicle, to read as follows:

“ARTICE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 10. Property Maintenance Code

....

Sec. 21.02.504 Amendments

The property maintenance code adopted in this article shall be subject to the exceptions and amendments to the International Property Maintenance Code, 2012 edition, as follows:

....

Section 202 Definitions, add definition for junked vehicle to read as follows:

Junk vehicle means a vehicle that is self propelled, does not have lawfully attached to it an unexpired license or does not display a license plate, and

- (1) Is wrecked, dismantled or partially dismantled, or discarded; or
- (2) Is inoperable and has remained inoperable for more than 72 hours, if the vehicle is on public property; or 30 consecutive days, if the vehicle is on private property.

....”

SECTION 3. That all provisions of the ordinances of the City of Seagoville in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions

of the 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 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 5. This Ordinance shall take effect immediately 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, on the _____ day of _____, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Regular Session Agenda Item: 8

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Receive an update on the Highway 175 Overlay District.

BACKGROUND OF ISSUE:

Council requested staff design an overlay district for Highway 175. The Planning & Zoning Commission scheduled a meeting for December 5, 2017 to discuss the Highway 175 Overlay District concept. The concept was discussed at that meeting. However, the Planning & Zoning meetings scheduled for January 9th and 23rd had to be cancelled due to lack of quorum.

FINANCIAL IMPACT:

There is no financial impact

RECOMMENDATION:

Staff recommends continue to meet until Highway 175 Overlay is completed

EXHIBITS

N/A

Regular Session Agenda Item: 9

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Receive an update on the Sign Ordinance

BACKGROUND OF ISSUE:

Staff has been required by Council to update the City's Sign Ordinance. Staff is currently reviewing local municipal Sign Ordinances and we plan to bring a recommendation to Council in a future meeting.

FINANCIAL IMPACT:

There is no Financial Impact

RECOMMENDATION:

Staff Recommends proceeding forward to complete the ordinance

EXHIBITS

N/A

Regular Session Agenda Item: 10

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Approval of a Resolution declaring certain City property surplus and authorizing the City Manager to sell, trade or dispose of the property in accordance with the processes established in the Code of Ordinances; providing for repeal of any and all resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

City staff identified multiple pieces of equipment that have out lived their useful value. City Ordinance requires that Council declare these items as surplus property before the City Manager may dispose, sell, or trade these items in accordance with established city ordinance guidelines.

Staff proposes to sell and/or auction the equipment. For your convenience a list of the equipment items we are asking to dispose is attached.

FINANCIAL IMPACT:

There will be no financial impact should City Council declare equipment items as surplus property.

RECOMMENDATION:

Staff recommends approval of Resolution.

EXHIBITS

Attachment: Exhibit A-Equipment list

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 11-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

WHEREAS, the above categories of property and equipment do not contribute to providing municipal services and need to be removed from City inventories and storage; and

WHEREAS, the City Council, according to the Code of Ordinances, declares the property more specifically described in Exhibit "A" as surplus property; and

WHEREAS, the City Secretary shall maintain inventory records of each item of surplus property sold or disposed of and the sale price of or destination of each item; and

WHEREAS, the City Council has determined that declaring this property as surplus is in the best interest of the City of Seagoville; and

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

SECTION 1. The City Council declares the property specifically outlined in Exhibit "A", copies of which are attached hereto and made a part hereof for all purposes, as surplus property and authorizes the City Manager to sell, trade and/or dispose of the property according to law.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 5th day of February, 2018

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Equipment	Model	Serial #	Miles	Licence#	Other
Scag Wild cat 61" Cut Mower	S+WC 61 V-26UA-LC	D7100039			
Freedom Z scag 52" Cut Mower	SFZ52-19KA	D1900452			
Scag 61" Cut Tiger Cat Mower	STC61-V-25CV	E5000207			
Freedom Z Scag 52" Cut	SFZ52-19KA	D1900761			
John Deer Scotts 16HP142"	Scotts 1642	GX16425047276			
Wolf Pac 2500 roller	WP2500	SER #092001083			
Case Backhoe	508 Surper L	JJ60276088			
Farm True Tractor	FT-60	268104			
2-6 ft. Brush Hogs	No Numbers found	No Numbers found			
1999 Ford Truck	Lic# 1235450	VIN# 1FTZF1722XKB84746	N/A		
Jetter Trailer	Hatz Diesel 2007	SER#1041404010538		912-408	Build Date 09/04 Hours 00876
22 Ft Ulitivity Trailer		VIN# 1R9BU222975474143		9026290	
Air Compressor	Furnas	4300341100			

Regular Session Agenda Item: 11

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Approval of a Resolution authorizing the Mayor to accept the Police Department's 2017 Racial Profiling Report.

BACKGROUND OF ISSUE:

In 2002, the State Legislature passed a law that requires Texas law enforcement agencies to submit their previous calendar year "racial profiling information" to their "governing body" before March 1, of the following year. For example, the 2017 Racial Profiling Report must be submitted to the City Council before March 1, 2018.

The Seagoville Police Department, in compliance with Senate Bill 1074 is in compliance with all aspects of the "Texas Racial Profiling Law" and reporting agencies. The Department's 2017 Racial Profiling Report has been provided to the City Council in a bound document and electronically submitted to TCOLE the Texas Commission on Law Enforcement.

FINANCIAL IMPACT:

There are no financial impacts concerning this report other than those associated with staff-time in preparing this report, and the requirement to equip all patrol vehicles regularly used to make traffic stops with audio and video equipment.

RECOMMENDATION:

Staff recommends Council approve the 2017 Annual Racial Profiling Report as presented.

EXHIBITS

- A. 2017 Annual Racial Profiling Report

A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS

RESOLUTION NO. 12-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT THE POLICE DEPARTMENT'S 2017 RACIAL PROFILING REPORT, PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, understands and supports applicable laws concerning racial profiling accountability; and

WHEREAS, the City Council of the City of Seagoville, Texas, supports the transparent open reporting and accounting of all police contacts covered within the Racial Profiling legislation; and

WHEREAS, the City Council of the City of Seagoville, Texas, authorizes the Mayor to accept the Police Department's 2017 Racial Profiling Report.

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

Section 1. The City Council of the City of Seagoville, Texas, authorizes the Mayor to accept the Police Department's 2017 Racial Profiling Report.

Section 2. The 2017 Racial Profiling Report will be filed with the Texas Commission on Law Enforcement within the mandated reporting time.

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. That this Resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas on the 5th day of February, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G ALLEN, CITY ATTORNEY

Regular Session Agenda Item: 12

Meeting Date: February 5, 2018

ITEM DESCRIPTION

Approval of a Resolution authorizing the City Manager as the Grant Official for Grant Number 3439201 titled, High Power Ballistic Vest Project, and authorizing the submission of the grant application to the office of the Governor, Criminal Justice Division.

BACKGROUND OF ISSUE:

After the July 7, 2016 shooting incident in Dallas that took the lives of four (4) Dallas Police Officers and one (1) Dallas Area Rapid Transit (DART) Police Officer, the Criminal Justice Division (CJD) of the Governor's office allocated a grant funding stream that would help agencies purchase high power ballistic vests for their officers. The Seagoville Police Department currently participates in the Ballistic Vest Partnership (BVP) grant program; however, this grant application does not address high power ballistic protection. The purpose of the BVP is to assist agencies in purchasing concealable and non-concealable daily wear body armor. This CJD grant will allow the City of Seagoville full reimbursement funding to purchase high power ballistic vests for all officers.

The ballistic rifle resistant vests that are being considered are a quick deployment throw over style vest. It is designed to be worn in conjunction with concealed body armor, described as Protection level IV, NIJ 0101.06 approved. Each vest comes with:

- One (1) black carrier to house two (2) 10" X 12" protective plates, front and back, with adjustable shoulder and side straps for optimum fit and quick deployment.
- Two (2) 10" X 12" single curve shooters cut ceramic/glass composite armor piercing threat plates that are NIJ 0101.06 approved for Type IV Protection level.
- Two (2) Identification Patches (POLICE) front and rear.

FINANCIAL IMPACT:

There are no matching funds required for this grant project. The Police Department is asking to purchase twenty-eight (28) of these high power ballistic vests at a total cost of \$10,476.60. This will provide vests to all officers.

RECOMMENDATION:

Staff is recommending Council approval of this grant initiative.

EXHIBITS

None

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 13-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER AS THE GRANT OFFICIAL FOR GRANT NUMBER 3439201 TITLED, HIGH POWER BALLISTIC VEST PROJECT, AND AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas finds it in the best interest of the citizens of Seagoville, that the High Power Ballistic Vest Project be operated for 2018; and

WHEREAS, the City Council of the City of Seagoville, Texas agrees to provide applicable matching funds for the said project as required by the Justice Assistance Grant Application; and

WHEREAS, the City Council of the City of Seagoville, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division Funds, the City Council of the City of Seagoville, Texas assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council of the City of Seagoville, Texas designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Seagoville, Texas, approves the submission of the grant application for the High Power Ballistic Vest Project to the Office of the Governor, Criminal Justice Division.

Section 2. 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. That this Resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas on the 5th day of February, 2018.

Grant Number: 3439201

APPROVED:

DENNIS K CHILDERESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Regular Session Agenda Item: 13

Meeting Date: February 5, 2018

ITEM DESCRIPTION

The City Attorney will provide the City Council with an update concerning the establishment of boundary agreements with the Cities of Wilmer, Ferris, Combine and Mesquite. .

BACKGROUND OF ISSUE:

Councilmember Hernandez requested staff to establish boundary agreements with our neighboring cities. The City Attorney is currently working with staff to formalize boundary agreements with the Cities of Wilmer, Ferris, Combine and Mesquite.

FINANCIAL IMPACT:

The cost of establishing formal boundary agreements has not been determined. The majority of the cost will be in attorney's fees and surveying.

EXHIBITS

N/A

Regular Session Agenda Item: 14

Meeting Date: February 5, 2018

ITEM DESCRIPTION :

Discuss and consider approving a Resolution authorizing the City Manager to execute a professional services agreement between the City of Seagoville and CGI Communications for production of a total of five online video tour chapters with subject matter that includes; welcome, education, healthy living, homes/real estate and community organizations, which is attached hereto and incorporated herein as Attachment A.

BACKGROUND OF ISSUE:

Staff has researched possible resources for developing a promotional Community Feature Video that can be placed on our web site to offer virtual tours for potential businesses and future residents.

Staff has approached the media department at Seagoville High School about the Media Class working on a video as a class project. Meanwhile, a representative of CGI Communications reached out to staff as an extension of a project that they are currently producing for Dallas County.

CGI Communications works with local businesses to sell advertising that will be included in the Community Feature videos, this advertising pays for the expense of the video production and hosting. CGI Communications has also agreed to work with the Seagoville High School Media Department to include the high school with their local effort in the project.

FINANCIAL IMPACT:

Virtually no direct financial impact. The terms of the agreement will include the staff time required to work with CGI Communications through the production process, but that resource is already budgeted in our annual budget.

RECOMMENDATION:

Staff recommends approving the agreement with CGI Communications. The video production is something staff was already looking for, Dallas County is currently working with the company and research of CGI through the Better Business Bureau and other online resources indicate an excellent rating.

EXHIBITS

CGI Agreement
Sample Letter of Introduction to Seagoville Business Community
CGI Communications - Frequently Asked Question

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 14-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND CGI COMMUNICATIONS FOR PRODUCTION OF A TOTAL OF FIVE ONLINE VIDEO TOUR CHAPTERS WITH SUBJECT MATTER THAT INCLUDES; WELCOME, EDUCATION, HEALTHY LIVING, HOMES/REAL ESTATE AND COMMUNITY ORGANIZATIONS, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT A, PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CGI Communications of Rochester, New York produces online Community Video Tours for small to medium municipalities across the country; and,

WHEREAS, the City of Seagoville is in need of professionally produced Community Videos for marketing the City of Seagoville via the City's website; and

WHEREAS, said Agreement shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.seagoville.us homepage; 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 Agreement with CGI Communications 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 Agreement by and between the City and CGI Communications, which is attached hereto and incorporated herein as Attachment A, 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 5th day of February, 2018.

APPROVED:

DENNIS K CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY



2018 Community Video Program

Name: Patrick Stallings
 Title: City Manager
 Address: 702 North Highway 175
 City, State, Zip: Seagoville, TX 75159
 Phone: 972-287-2050
 Email: pstallings@seagoville.us
 Website: www.seagoville.us

This agreement is between CGI Communications, Inc. ("CGI") and the City of Seagoville (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.seagoville.us homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of four video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.seagoville.us website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.seagoville.us homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.seagoville.us homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, unless the City Council for the City of Seagoville finds that it is necessary, in the best interest of the City, to terminate the Agreement. As long as the city agrees for the link to remain viewable on the website homepage until all sponsorship obligations have been fulfilled.
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Seagoville, TX

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: February 1, 2018

DATE

Dear Valued Business Owner:

Seagoville is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology as residents of Seagoville are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages; the demand for video climbing even higher for users on mobile devices. Today, mobile usage has surpassed desktop usage and that number continues to climb. CGI Communications will ensure your video program is future-proof for years to come!

With an easily viewable interface on the official city website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the city's official website will backlink to CGI's www.elocallink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Seagoville; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this city-wide program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own websites and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicommunications.com.

Best Regards,

Signatory
Title



Frequently Asked Questions

- **Who is CGI Communications, Inc.?**
Formed in 1988, CGI Communications, Inc. is the leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving multiple Top 100 Awards in the Greater Rochester Area.
- **Are there any hidden costs?**
No, there is never a point where your municipality will see an invoice for any services we provide.
- **What if no businesses sign up for sponsorship?**
Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.
- **How long is the production time line?**
The welcome video can be completed with in a few weeks. The entire video production is typically about 12 -14 weeks, but can vary depending on what time of year filming is preferred.
- **What is the relationship between CGI and the United States Conference of Mayors and the National League of Cities?**
CGI works closely with the USCM and NLC to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in.
- **Who fulfills the sponsorship element of the Community Video Program?**
CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses to have the first right of refusal, we encourage and welcome you to do so.
- **Do we have a choice of what season we are filmed in?**
Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole.
- **Do we need an Official Representative in our Welcome video?**
Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.
- **Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?**
Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.
- **Is there a special rate for non-profit organizations that want to get involved?**
We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.

Regular Session Agenda Item: 15

Meeting Date: February 5, 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: 16

Meeting Date: February 5, 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: 17

Meeting Date: February 5, 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: 18

Meeting Date: February 5, 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