



**JOINT MEETING AGENDA**

**CITY COUNCIL**  
**&**  
**SEAGOVILLE ECONOMIC DEVELOPMENT**  
**CORPORATION**

**MONDAY, MARCH 4, 2019**

**6:30 P.M.**

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**
- B. Discuss progress on park projects**

**Adjourn**

**REGULAR SESSION – 7:00 P.M.**

**City Council Call to Order**

**SEDC Call to Order**

**Invocation**

**Pledge**

- 1. Seagoville Economic Development Corporation to discuss and consider approval of the downtown corridor plan (Halff Associates)**
- 2. City Council to discuss and consider approval of the downtown corridor plan (Halff Associates)**

**SEDC Adjourn**

## **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.

- 3. Consider approving City Council Meeting minutes for February 21, 2019 and February 25, 2019 (City Secretary)**

## **REGULAR AGENDA-**

- 4. Discuss customer service issues concerning Republic Services (Councilmember Magill)**

- 5. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the City Manager to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Fire Chief)**

- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Professional Services Contract with Pipeline Analysis, LLC in an amount not to exceed Seventy-Eight Thousand Eight Hundred Ninety-Five Dollars and No Cents (\$78,895.00), for the purpose of performing field tests and inspections of the wastewater collection system within the 175 lift station area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration; providing a repealing clause; providing a severability clause; and providing an effective date (Assistant Water Utilities Director)**

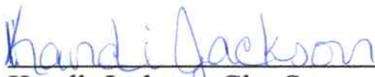
- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to execute an agreement with Halff Associates, Inc. in an amount not to exceed \$104,700.00 for the purpose of providing engineering services related to upgrades to the Ard Road pump station; providing a repealing clause; providing a severability clause; and providing an effective date (Assistant Water Utilities Director)**

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

9. **Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

### **City Council Adjourn**

Posted Friday, March 1, 2019 by 5:00 P.M.

  
Kandi, Jackson, City Secretary



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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 18, 2019 Regular City Council Meeting**
- **Monday, April 1, 2019 Regular City Council Meeting**
- **Monday, April 15, 2019 Regular City Council Meeting**

## ***Regular Session Agenda Item: 1***

**Meeting Date: March 4, 2019**

### **ITEM DESCRIPTION:**

Seagoville Economic Development Corporation to discuss and consider approval of the downtown corridor plan.

### **BACKGROUND OF ISSUE:**

At a Joint Meeting with City Council on February 25, 2019, Halff Associates presented a downtown corridor study. Halff presented recommendations for visions and goals for the beautification of downtown Seagoville. Staff is seeking Council's approval for the plan presented by Halff Associates.

### **FINANCIAL IMPACT:**

None at this time.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

N/A



# Downtown Corridor Study

Joint City Council/EDC Meeting | February 25, 2019



# PRESENTATION AGENDA

**STUDY PROCESS OVERVIEW**

**PLAN HIGHLIGHTS/MAJOR RECOMMENDATIONS**

**IMPLEMENTATION STRATEGIES**

**NEXT STEPS**

## **STUDY PROCESS OVERVIEW**

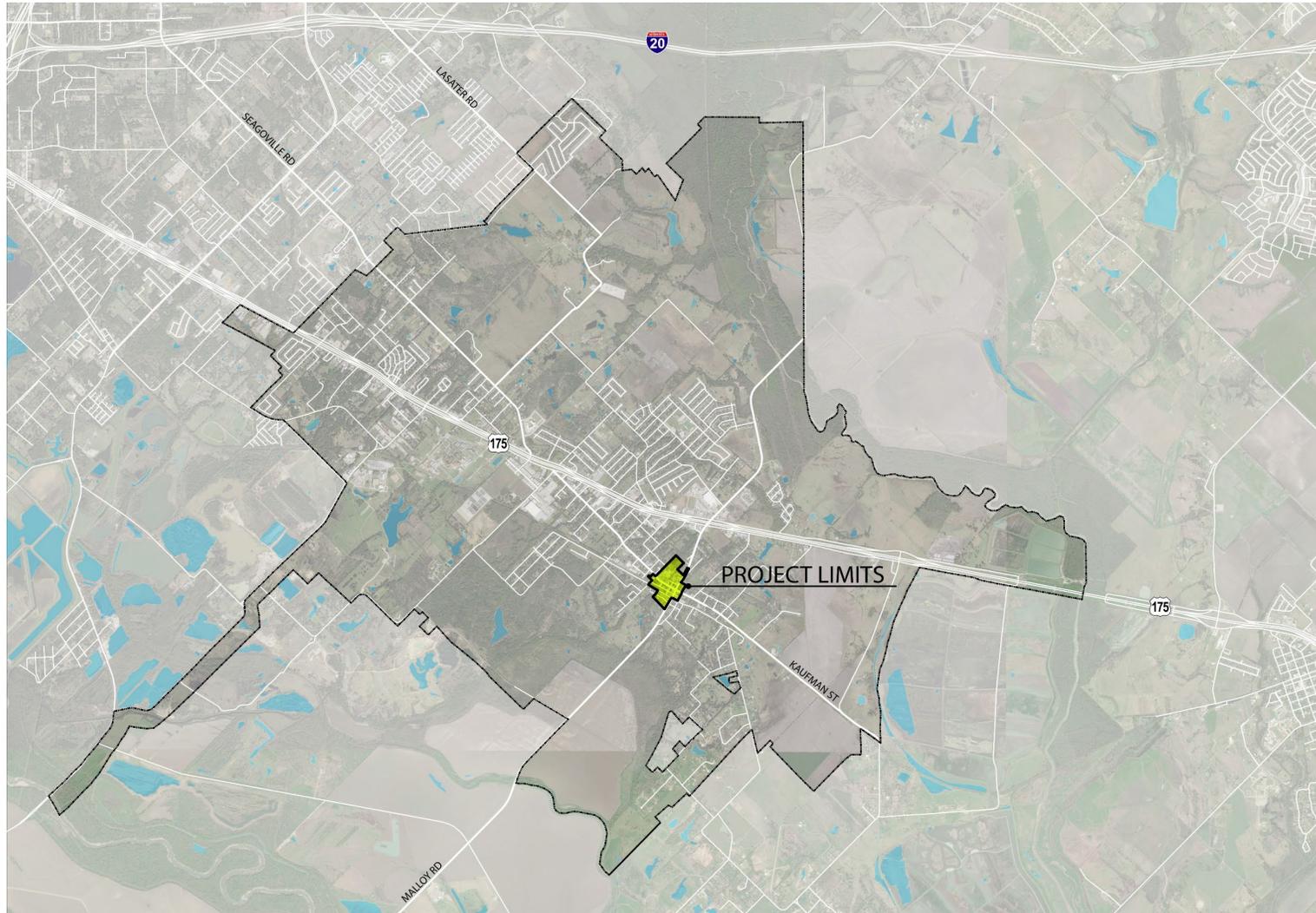
**PLAN HIGHLIGHTS/MAJOR RECOMMENDATIONS**

**IMPLEMENTATION STRATEGIES**

**NEXT STEPS**

# STUDY PURPOSE

**Position** the Seagoville EDC and City of Seagoville with **implementable** strategies to **revitalize** the downtown corridor.



# STUDY PROCESS

**1) PRE-PLANNING/DATA COLLECTION**

**2) STAKEHOLDER & CITIZEN ENGAGEMENT**

**3) REAL ESTATE MARKET ANALYSIS**

**4) TRAFFIC ANALYSIS & TRAFFIC COUNTS**

**5) CORRIDOR DESIGN ELEMENTS**

**6) CORRIDOR STUDY FINAL DOCUMENT**

**STUDY PROCESS OVERVIEW**

**PLAN HIGHLIGHTS/MAJOR RECOMMENDATIONS**

**IMPLEMENTATION STRATEGIES**

**NEXT STEPS**

# REPORT FORMAT



## SEAGOVILLE DOWNTOWN CORRIDOR STUDY



FEBRUARY 1, 2019 DRAFT



### REPORT OUTLINE

- Purpose & Vision
- Corridor Assessment
- Corridor Recommendations
- Implementation Strategies
- Appendix

# REPORT FORMAT



## SEAGOVILLE DOWNTOWN CORRIDOR STUDY



FEBRUARY 1, 2019 DRAFT



### REPORT OUTLINE

- Purpose & Vision
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# CORRIDOR VISION AND GOALS

**Vision Statement:** The Downtown Seagoville corridor will be an energized city center rooted in heritage, supporting community, making connections, and enhancing character.



# REPORT FORMAT



## SEAGOVILLE DOWNTOWN CORRIDOR STUDY



FEBRUARY 1, 2019 DRAFT

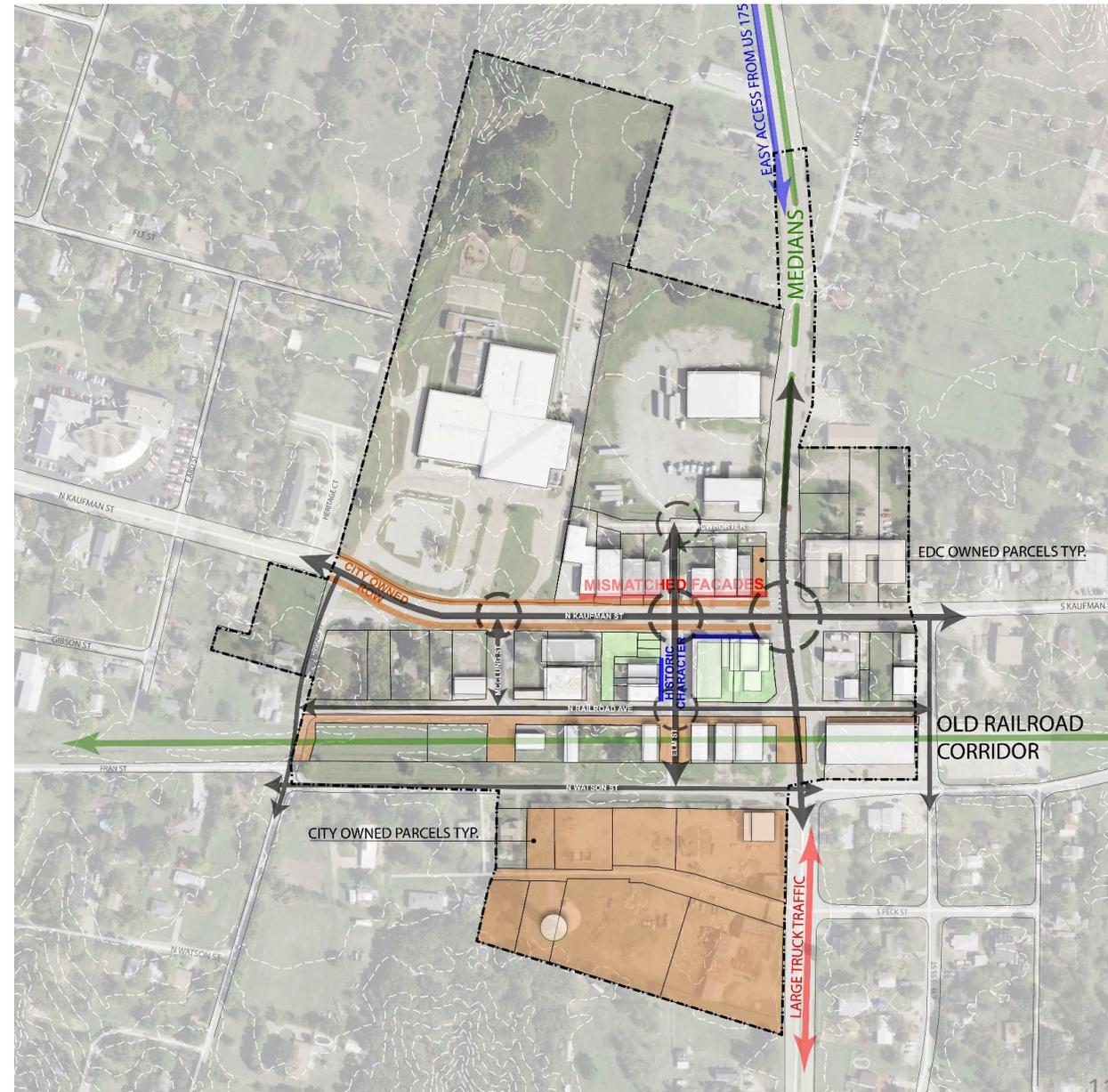


### REPORT OUTLINE

- Purpose & Vision
- **Corridor Assessment**
- Corridor Recommendations
- Implementation Strategies
- Appendix

# CORRIDOR ANALYSIS

Strengths/Opportunities	Weaknesses/Threats
Several City and EDC-owned buildings	Building character, aesthetics (mismatched facades)
Old rail corridor	Vacant buildings, some not up to code
Presence of historic buildings	Lack of bicycle/pedestrian accommodations
Proximity to other key Seagoville destinations	Lack of wayfinding/branding
Nearby elementary school	Truck traffic on Malloy Bridge Road
Existing events (Car Show, Cook-off)	Perceived need for more parking
Easy access from US 175	Poor lighting
Looks like a Main Street/downtown area	No landscaping



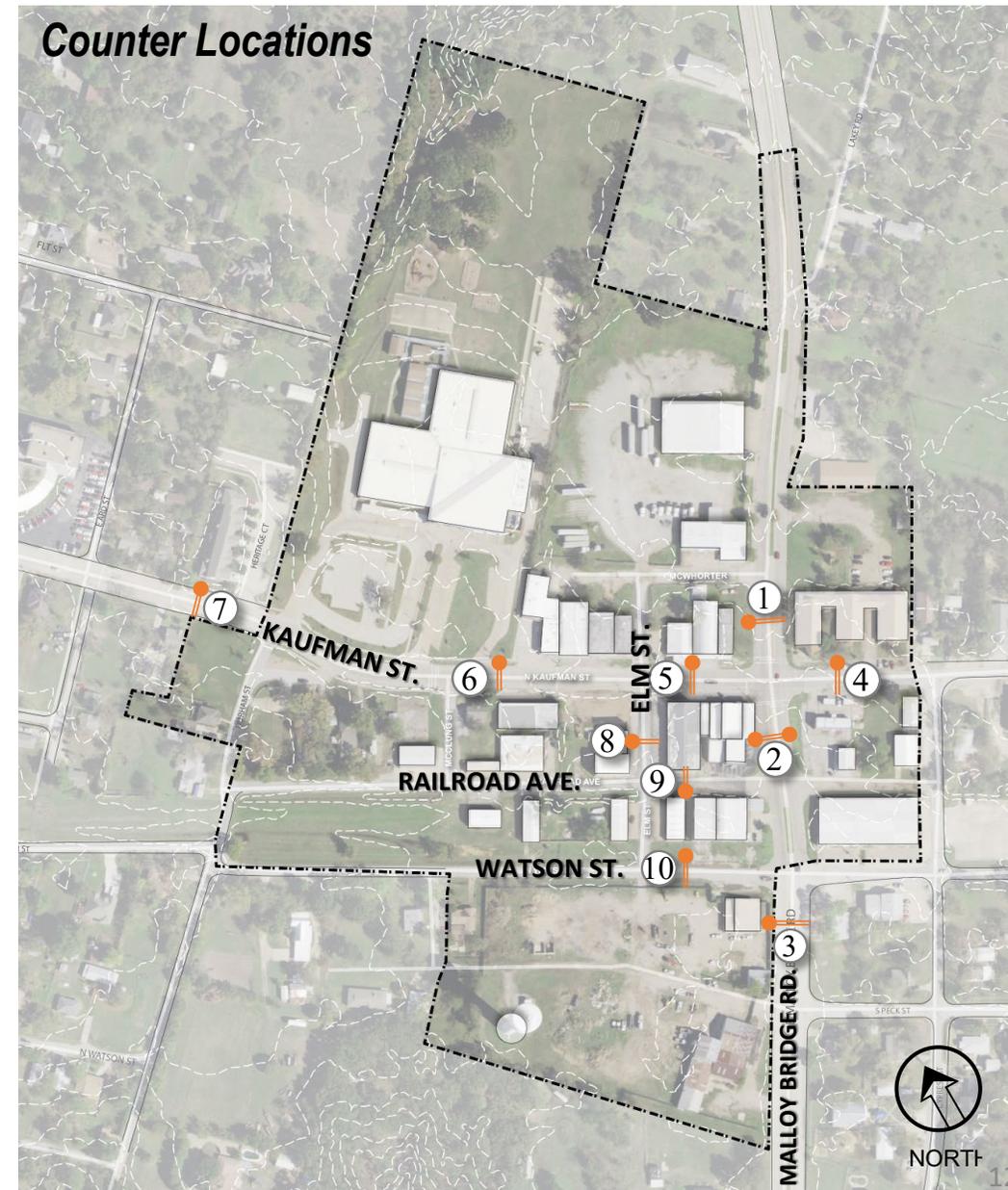
# KEY FINDINGS – CORRIDOR ASSESSMENT

## TRAFFIC ANALYSIS

- Relatively low traffic volumes
- Highest peak in traffic coincided with the morning commuter peak and with traffic going to Seagoville Elementary Elementary

## MARKET ANALYSIS: RETAIL DEMAND

- Restaurants/Other Eating Places
- Grocery Stores
- Health & Personal Care Stores
- General Merchandise Stores
- Sporting Goods/Hobby/Musical Instrument Stores



# REPORT FORMAT



## SEAGOVILLE DOWNTOWN CORRIDOR STUDY



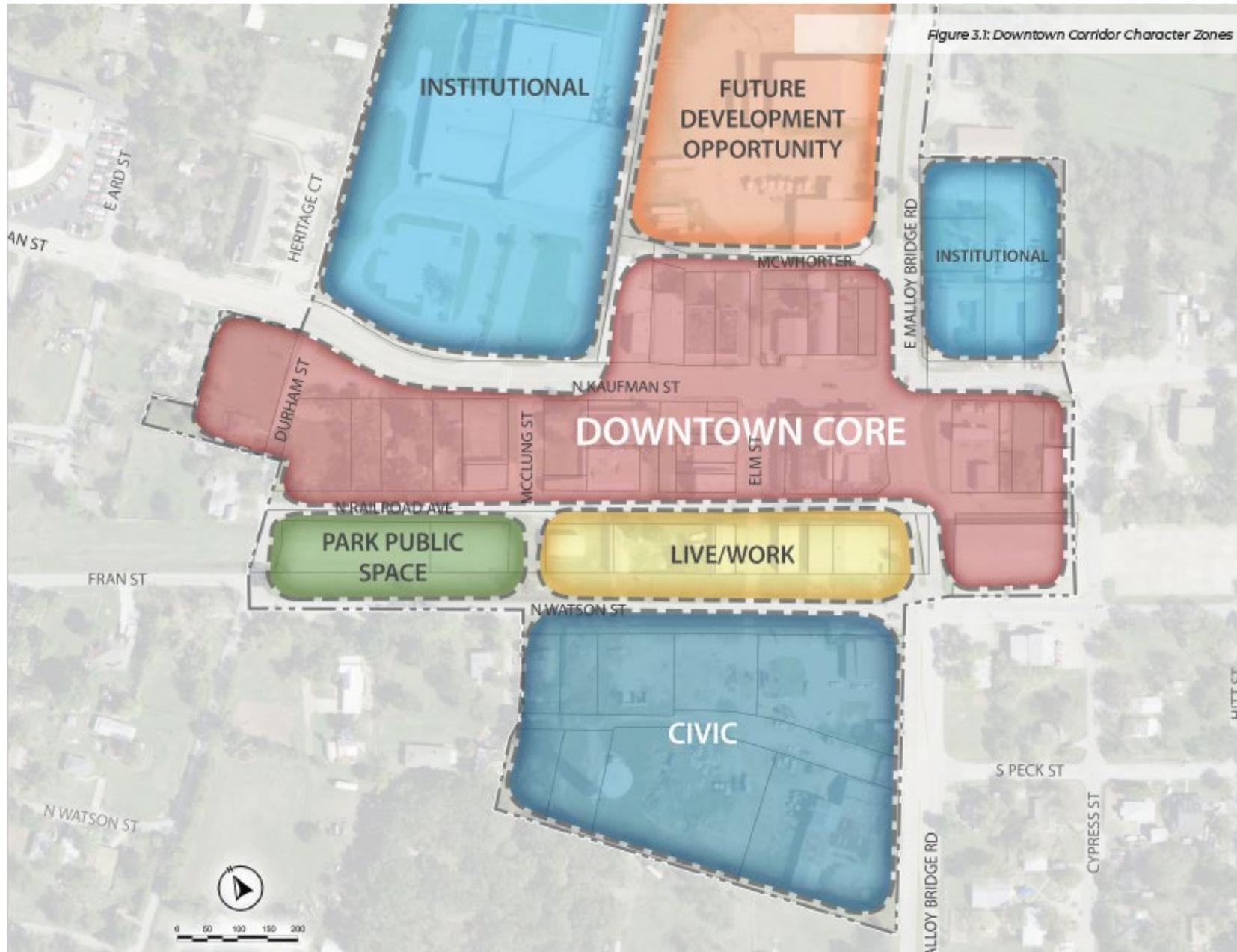
FEBRUARY 1, 2019 DRAFT



### REPORT OUTLINE

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# CHARACTER



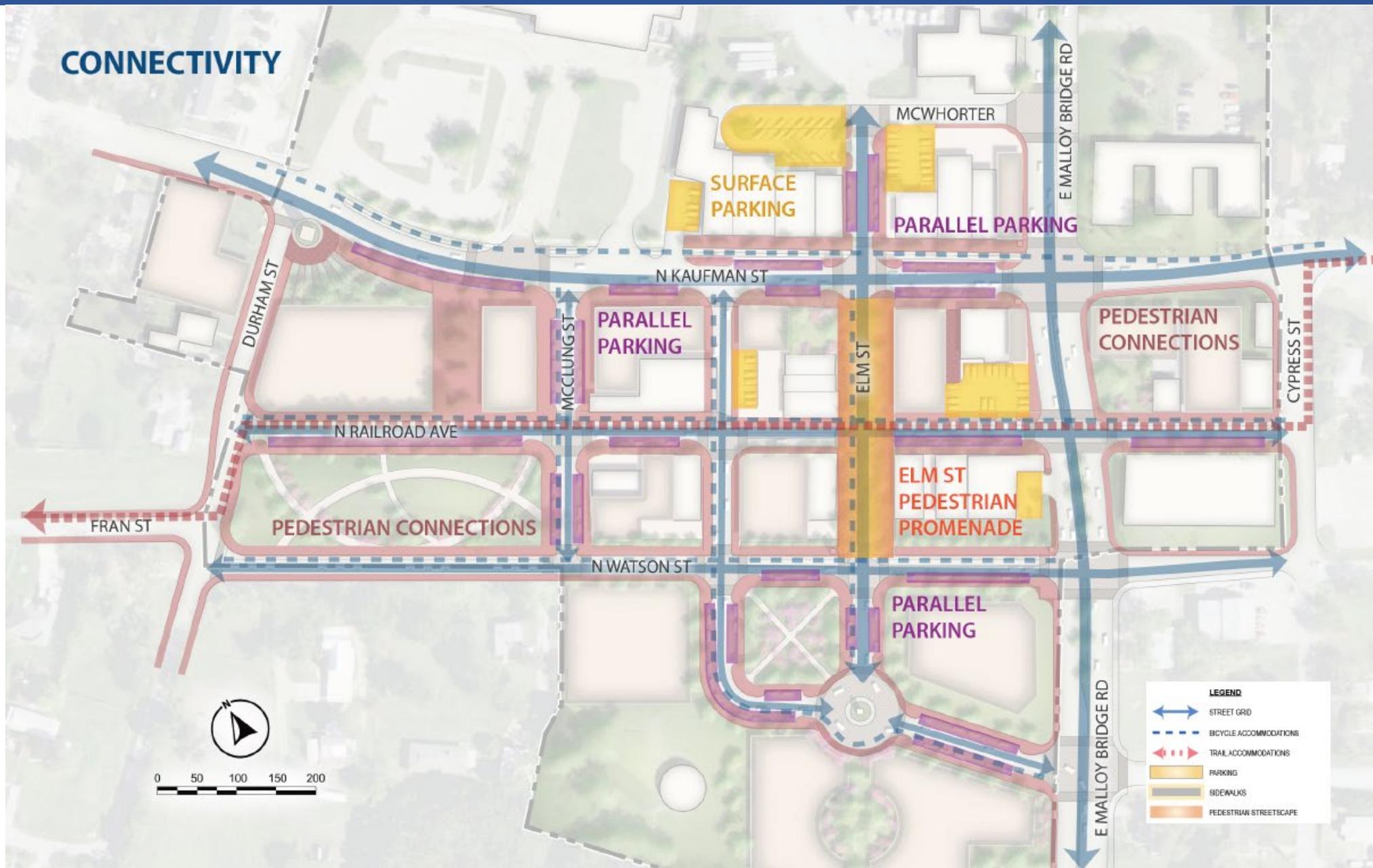
# KAUFMAN STREET DOWNTOWN CORE



# CHARACTER



# CONNECTIVITY

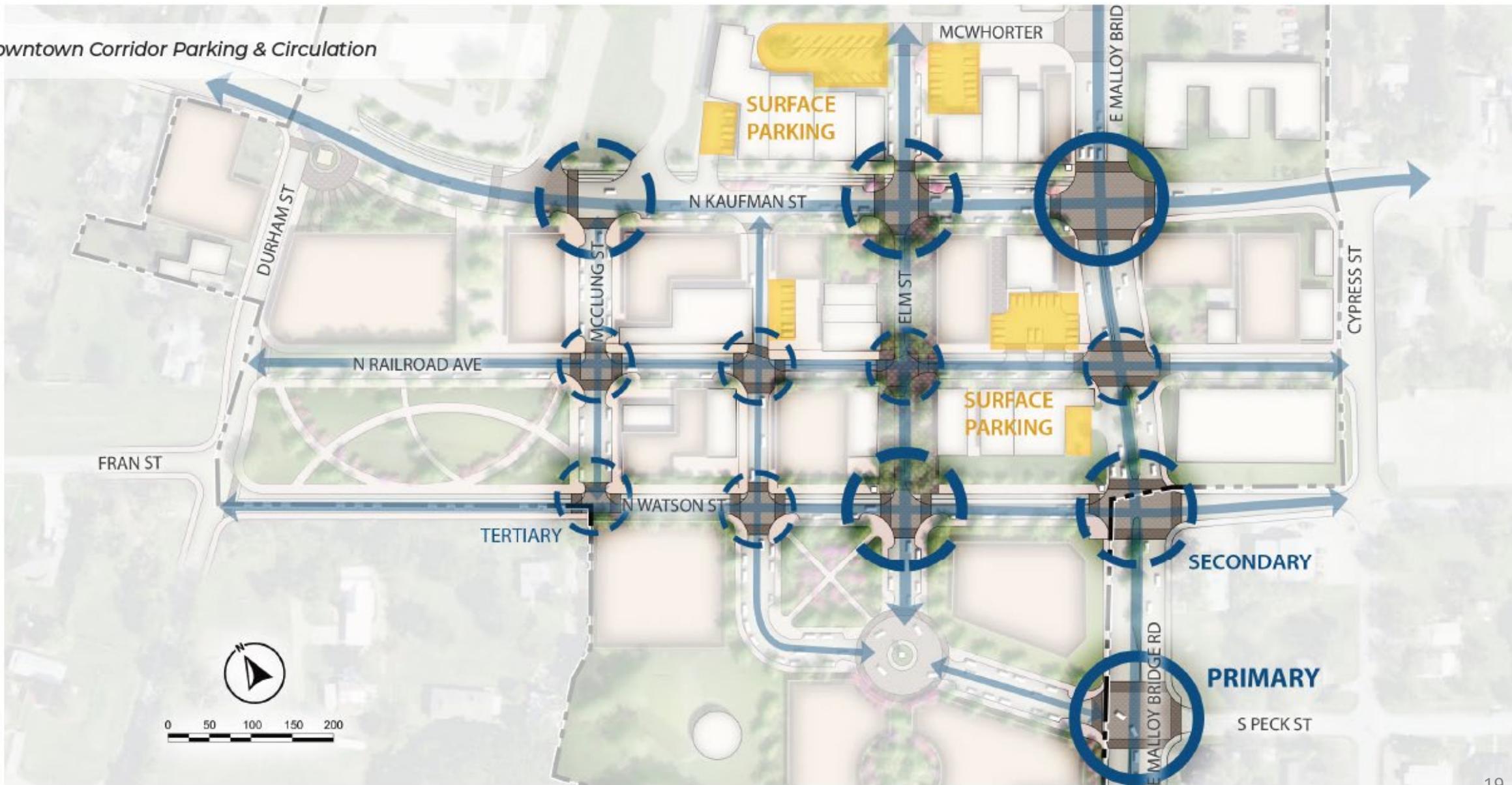


# ELM STREET PROMENADE



# CONNECTIVITY

Figure 3.5: Downtown Corridor Parking & Circulation



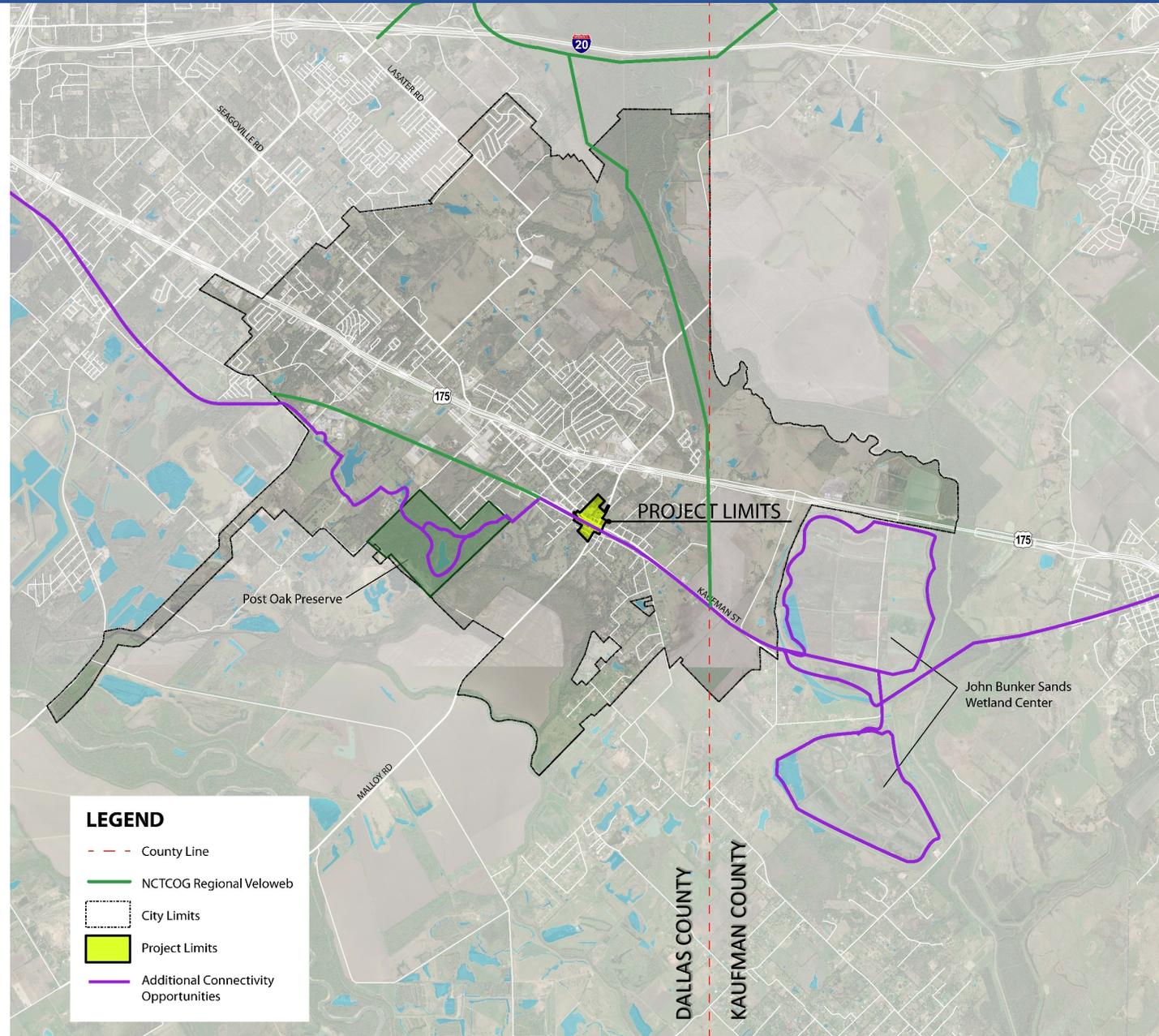
# INTERSECTION TREATMENTS



# PEDESTRIAN PASS-THROUGHS



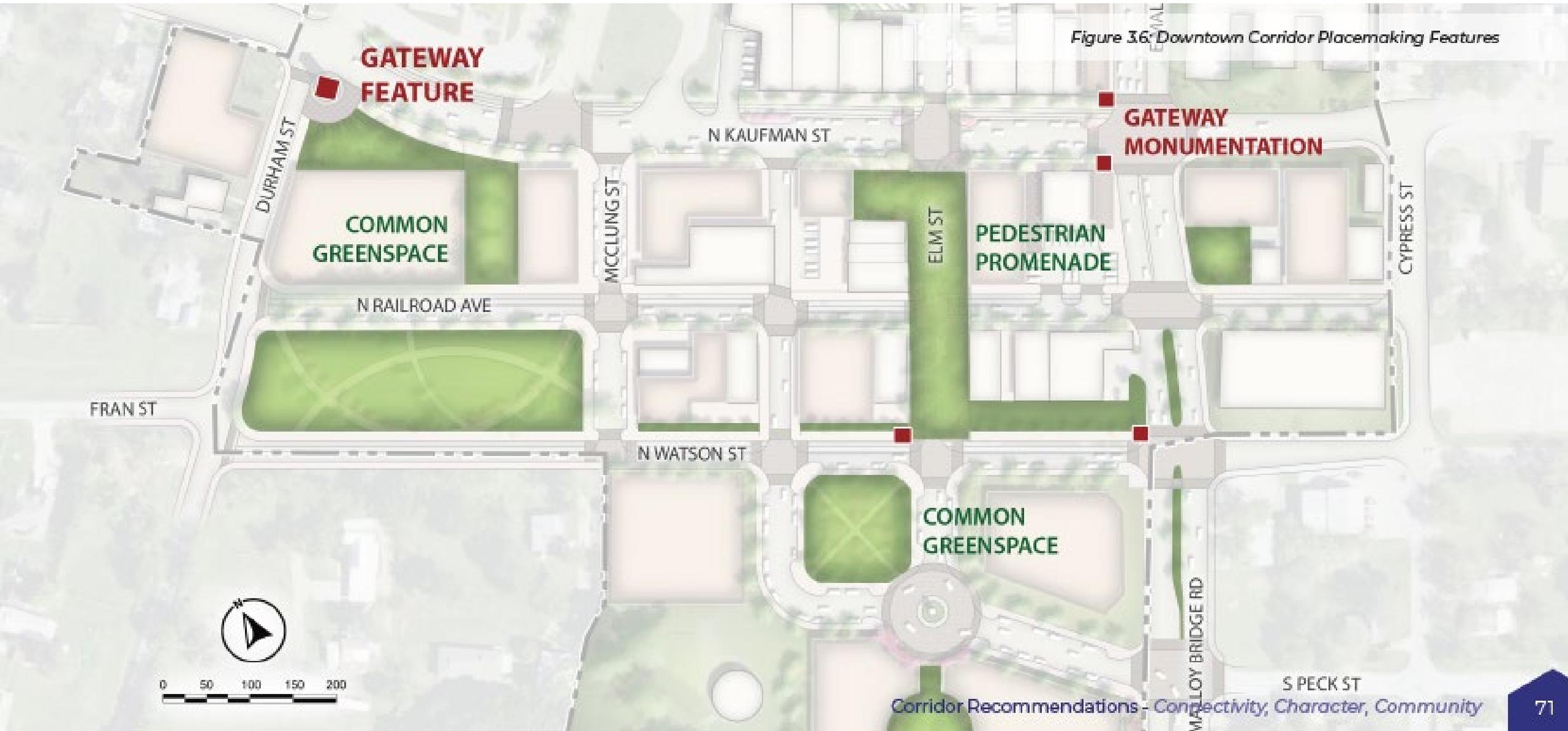
# CITYWIDE CONNECTIVITY RECOMMENDATIONS



# RAILROAD AVENUE – TRAIL OPPORTUNITY



# COMMUNITY



# GATEWAY MONUMENTATION



# DOWNTOWN CORRIDOR CONCEPT PLAN

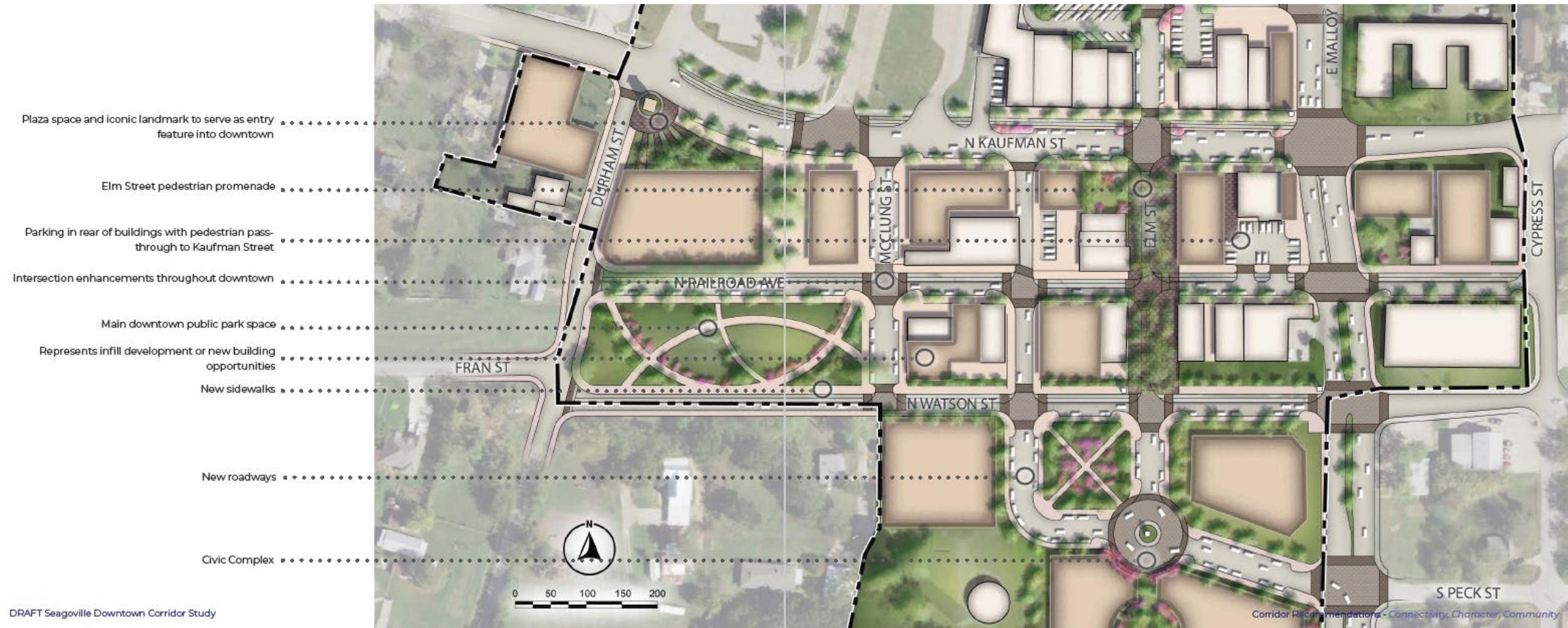
## DOWNTOWN CORRIDOR CONCEPT PLAN

The final downtown corridor concept plan shown in **Figure 3.7** combines all of the elements previously discussed related to character, connectivity, and community. More description of the individual elements is on the following page.

In order to implement the vision created by the corridor master plan, the catalyst projects described on the following pages are recommended for implementation. Specifics on phasing and timing of these projects are highlighted in Section 4: Implementation.

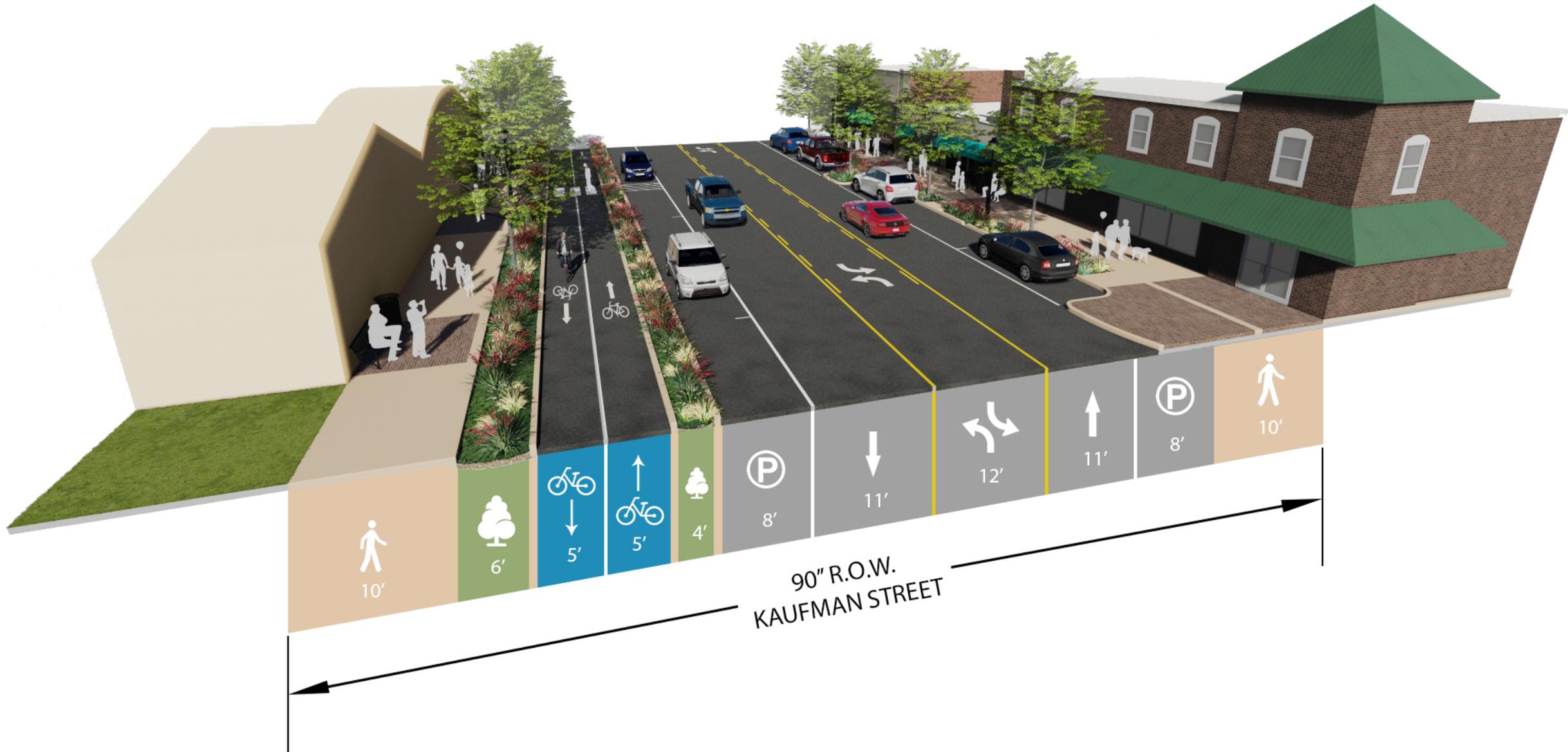


# DOWNTOWN CORRIDOR CONCEPT PLAN

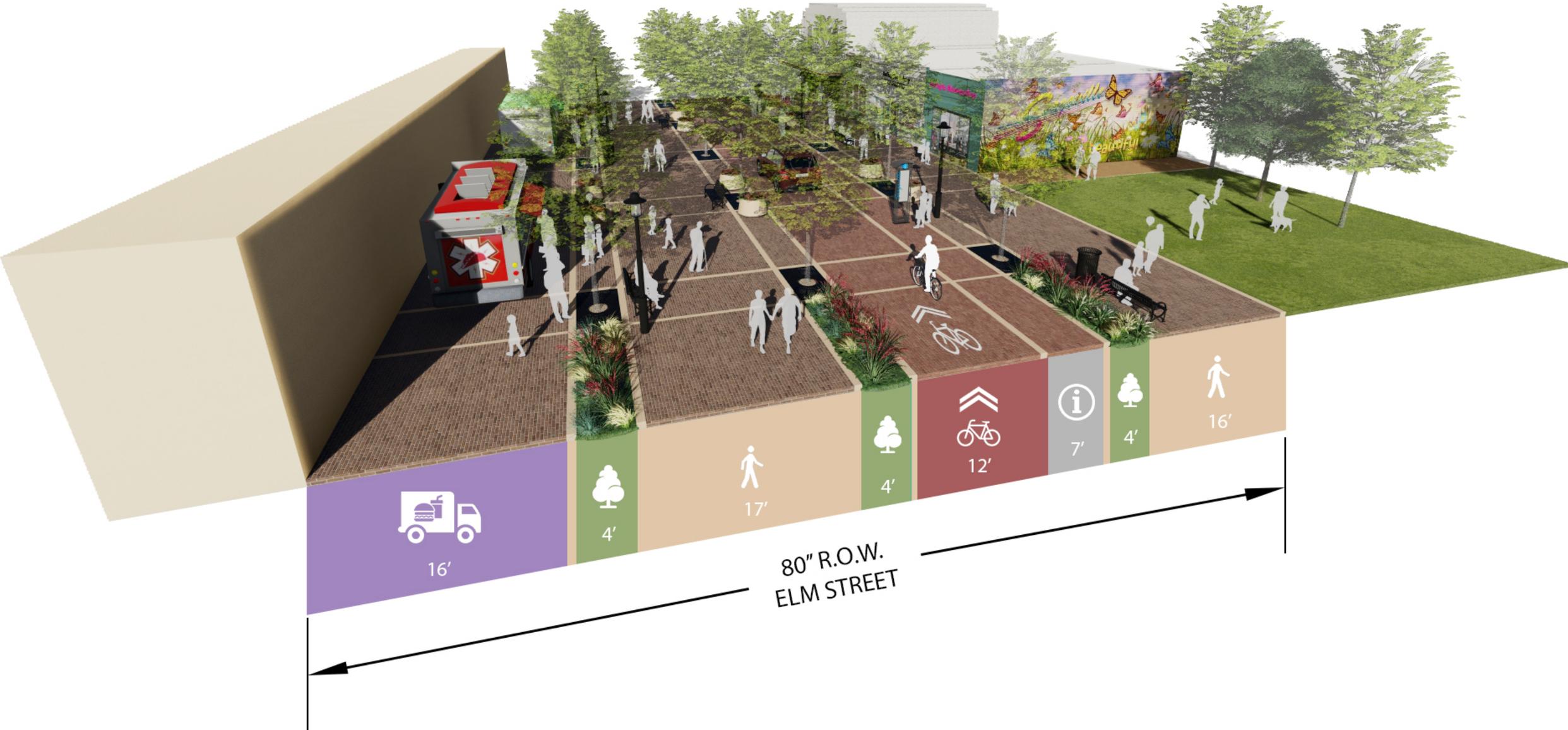


DRAFT Seagoville Downtown Corridor Study

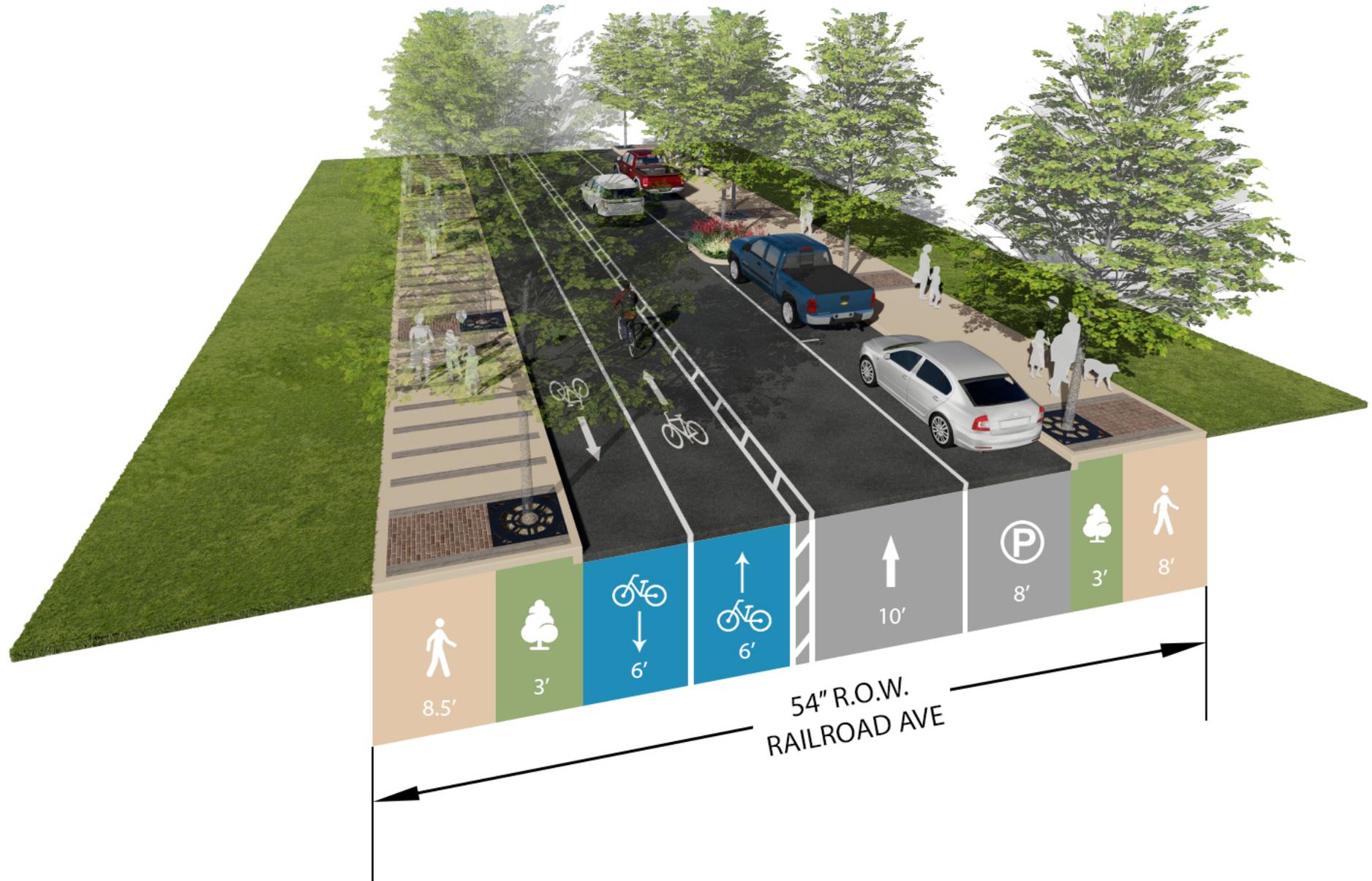
# KAUFMAN STREET



# ELM STREET



# RAILROAD AVENUE



# BUILDING STANDARDS

## Guiding Principles

- Architectural Design
- Building Type
- Building Form
- Building Elevation
- Building Orientation
- Building Scale
- Building Materials

## Building Standards

The intent of this section is to provide a guide for establishing building standards that will promote an energetic commercial and retail environment in the historic center of the City. The downtown corridor today lacks the density and existing building stock to create an invigorating pedestrian City core. Additionally, the existing building stock is underutilized; there are many vacant lots and some buildings need to be demolished due to structural issues. This guide attempts to create a higher density of buildings to create diversity of uses including retail shopping, restaurants, services and municipal government services. This section outlines key considerations for building standards that will help create a City core that is a destination for citizens and visitors and will provide attractive incentives for new development within the study area.



Example of cohesive scale and form in downtown McKinney, TX.

## Guiding Principles: Architectural Design

- Buildings should demonstrate a cohesive scale and form while still allowing unique design expression and identity.
- Architectural elements and exterior materials should be consistently applied to the corridor area buildings to create a cohesive environment in the corridor study area.
- Architectural elements and details should be used to enhance human scale experience by layering of elements and providing walkable and user-friendly spaces.
- Both new and existing buildings should frame thoroughfares and other corridors to create passageways that link the built environment to public gathering spaces, trails or natural features.
- Off-street parking should be strategically located to encourage walkability to multiple destinations. Use a “park once” solution for the area users.



Awnings enhance the pedestrian scale in downtown Plano, TX.

# REPORT FORMAT



## SEAGOVILLE DOWNTOWN CORRIDOR STUDY



FEBRUARY 1, 2019 DRAFT



### REPORT OUTLINE

- Purpose & Vision
- Corridor Assessment
- Corridor Recommendations
- **Implementation Strategies**
- Appendix

# IMPLEMENTATION FRAMEWORK

## Implementation Strategy Types

The implementation strategies described in this section are organized into the following categories:

**Public Investments:** Initial public investments in an area are often required to create a more appealing environment for private investment. Public investment also demonstrates the importance of an area to private investors.

**Funding/Incentives:** Where appropriate, the City should use development incentives to help create the types of development outlined in this plan.

**Catalyst Projects:** Significant projects that set an example for others to follow.

**Events/Programming:** Promotions or events that help draw attention to the downtown area.

**Studies/Plans:** Additional studies or plans to achieve the overall vision for downtown.

**Civic Complex:** Recommendations related to implementing a civic complex in downtown.

## Implementation Timeframes

The implementation strategies are also assigned a relative timeframe:

**Short-Term Priorities:** Actions meant to be implemented in the next 1-2 years.

**Mid-Term Priorities:** Actions meant to be implemented in years 3-5.

**Long-Term Priorities:** Actions meant to be implemented in years 6-10. These action items are either costly or more complex.

# IMPLEMENTATION FRAMEWORK

## Example Action

### Public Investments

Action	Responsible Parties	Relative Timeframe	Estimated Budget Recommendation
<b>Extension of McClung Street</b> Acquire and replat necessary parcel(s) for dedication of extending the ROW for McClung St. to connect with a realigned Ward St. at Watson St.	City of Seagoville	Long-Term	\$300K - \$500K

# REPORT FORMAT



## SEAGOVILLE DOWNTOWN CORRIDOR STUDY



FEBRUARY 1, 2019 DRAFT



### REPORT OUTLINE

- Purpose & Vision
- Corridor Assessment
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- **Appendix**

# APPENDIX ITEMS

## TRAFFIC COUNT DATA

- Corridor Advisory Group Meeting Summaries
- Traffic Count Raw Data

Location: 1 - E MALLOY BRIDGE RD BTWN S KAUFMAN ST AND MCWHORTER ST  
 Start Date: 9/5/2018  
 Start Time: 12:00:00 AM  
 Site Code: 912 945

Hour	AM Hours			PM Hours					
	NB	SB	TOTAL	NB	SB	TOTAL			
12:00	2	5	7	64	43	107			
12:15	4	6	10	46	54	100			
12:30	7	3	10	50	58	108			
12:45	1	6	7	52	51	103	34	418	
1:00	2	5	7	50	63	113			
1:15	4	3	7	59	51	110			
1:30	6	6	12	44	59	103			
1:45	6	5	11	48	41	89	37	415	
2:00	4	2	6	49	55	104			
2:15	3	3	6	50	54	104			
2:30	1	1	2	62	53	115			
2:45	2	4	6	38	60	98	20	421	
3:00	4	4	8	84	87	171			
3:15	8	2	10	66	61	127			
3:30	3	9	12	70	74	144			
3:45	2	2	4	57	74	131	34	573	
4:00	9	2	11	86	88	174			
4:15	12	3	15	72	82	154			
4:30	12	2	14	82	85	167			
4:45	14	10	24	80	60	140	64	635	
5:00	22	12	34	77	91	168			
5:15	22	12	34	86	92	178			
5:30	38	18	56	64	106	170			
5:45	38	24	62	60	70	130	186	646	
6:00	50	28	78	68	78	146			
6:15	43	46	89	48	76	124			
6:30	40	43	83	62	83	145			
6:45	72	50	122	50	80	130	372	545	
7:00	64	62	126	54	62	116			
7:15	86	92	178	64	53	117			
7:30	89	102	191	45	58	103			
7:45	100	74	174	34	60	94	869	430	
8:00	70	48	118	45	47	92			
8:15	56	45	101	68	48	116			
8:30	51	40	91	39	48	87			
8:45	46	58	104	27	35	62	414	357	
9:00	51	40	91	21	47	68			
9:15	47	50	97	25	36	61			
9:30	48	38	86	12	28	40			
9:45	64	33	97	14	32	46	371	215	
10:00	44	52	96	21	21	42			
10:15	51	40	91	15	21	36			
10:30	32	40	72	9	13	22			
10:45	71	42	113	13	15	28	372	128	
11:00	62	54	116	9	11	20			
11:15	45	58	103	5	10	15			
11:30	62	51	113	6	14	20			
11:45	59	38	97	8	9	17	429	72	
			<b>AM Total</b>	<b>3002</b>		<b>PM Total</b>	<b>4856</b>		

**STUDY PROCESS OVERVIEW**

**PLAN HIGHLIGHTS/MAJOR RECOMMENDATIONS**

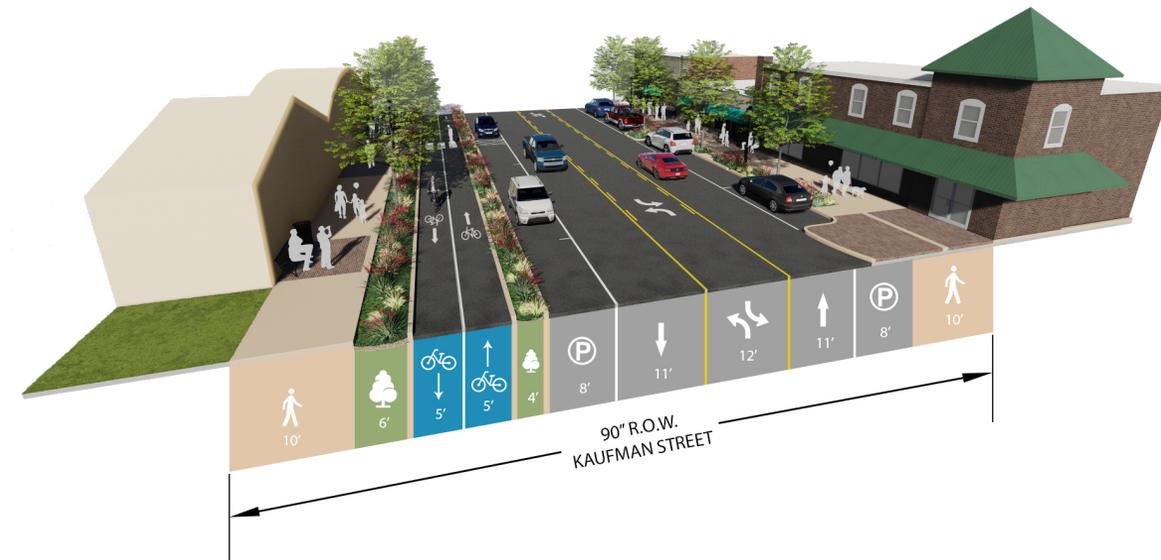
**IMPLEMENTATION STRATEGIES**

**NEXT STEPS**

# IMPLEMENTATION STRATEGIES

## Public Investment Strategies

- Bury overhead utility lines
- Establish uniform curb-and-gutter upgrades
- Kaufman Street/Malloy Bridge Road Intersection Enhancements
- Kaufman Street Reconstruction (phased)
- Elm Street Pedestrian Promenade (phased)
- Extension of McClung Street
- Creation of new street
- Creation of new City park
- Creation of new public plaza



# IMPLEMENTATION STRATEGIES

## Funding/Incentives Strategies

- Develop a façade grant program
- Consider establishing a Public Improvement District (PID)



# IMPLEMENTATION STRATEGIES

## Catalyst Project Strategies

- Designate the vacant lot at Kaufman Street and Elm Street as public open space
- Create a monumental City landmark
- Target additional downtown businesses with focus on retail/dining options
- Target higher-density residential in or near downtown



# IMPLEMENTATION STRATEGIES

## Events/Programming Strategies

- Initiate a food truck event on Elm Street
- Increase advertising for existing events in downtown
- Establish a downtown merchant's group
- Establish an exhibit on the history of Seagoville



# IMPLEMENTATION STRATEGIES

## Planning & Design Strategies

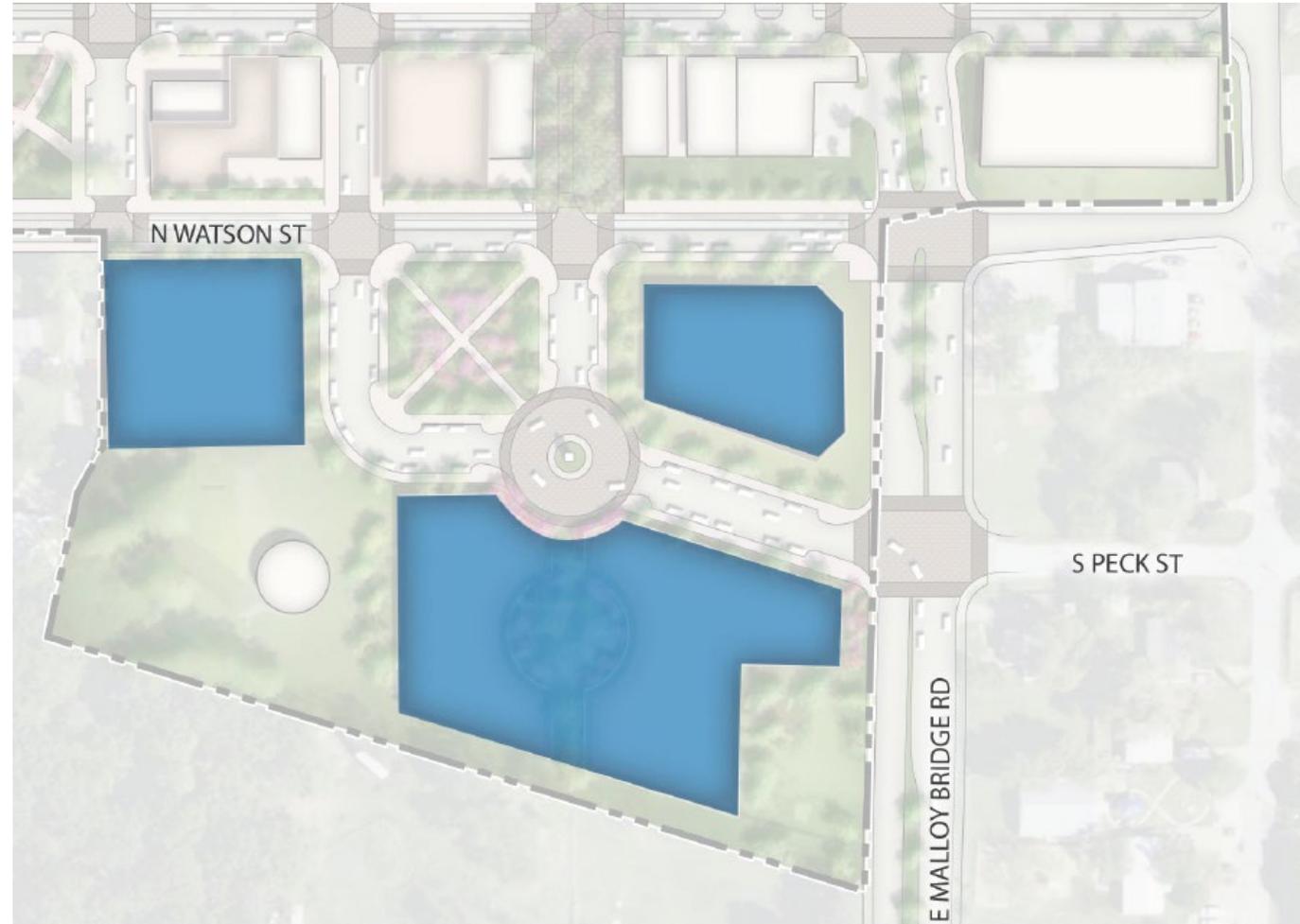
- Update the Seagoville Development Code
- Conduct a wayfinding study
- Railroad Avenue Trail planning and design
- Develop a Parks & Trails Master Plan



# IMPLEMENTATION STRATEGIES

## Civic Complex Strategies

- Acquire any additional land needed to create the civic complex site
- Contract with site planners, architects, and landscape architects for design of the site
- Construct the civic complex



**STUDY PROCESS OVERVIEW**

**PLAN HIGHLIGHTS/MAJOR RECOMMENDATIONS**

**IMPLEMENTATION STRATEGIES**

**NEXT STEPS**

## REMAINING SCHEDULE:

- **Seek adoption of Seagoville Downtown Corridor Study Document**
- **Implementation!**



## Questions?

**Kendall Howard, AICP**

Urban Planner

[khoward@halff.com](mailto:khoward@halff.com)

**Mark Dennis, AICP, PLA**

Senior Project Manager

[mdennis@halff.com](mailto:mdennis@halff.com)



## ***Regular Session Agenda Item: 2***

**Meeting Date: March 4, 2019**

### **ITEM DESCRIPTION:**

City Council to discuss and consider approval of the downtown corridor plan.

### **BACKGROUND OF ISSUE:**

At a Joint Meeting with Seagoville Economic Development Corporation on February 25, 2019, Halff Associates presented a downtown corridor study. Halff presented recommendations for visions and goals for the beautification of downtown Seagoville. Staff is seeking Council's approval for the plan presented by Halff Associates.

### **FINANCIAL IMPACT:**

None at this time.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

N/A

## *Consent Session Agenda Item: 3*

**Meeting Date:**    **March 4, 2019**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for February 21, 2019 and February 25, 2019.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for February 21, 2019 and February 25, 2019.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS:**

February 21, 2019 Workshop Meeting minutes

February 25, 2019 Joint Meeting with Seagoville Economic Development Corporation minutes



**MINUTES OF CITY COUNCIL  
WORKSHOP  
FEBRUARY 21, 2019**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Thursday, February 21, 2019, 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 arrived at 6:32 p.m.
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 Victoria Thomas, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Councilmember Magill.*

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

**A. Discuss 2019 Certificates of Obligation bond issuing and obligation**

*Finance Director Harvey stated during the Fiscal Year budget process, Council approved bond financing for the following projects: Street improvements (Crestview, Ross, and Johnnie Row), Acquisition of an Emergency Communications System, and the Woodside Drainage Project. He also explained the process of authorizing the bond.*

**Adjourned at 7:22 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
JOINT WITH SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
FEBRUARY 25, 2019**

**The Regular Session of the Joint Meeting with Seagoville Economic Development Corporation of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, February 25, 2019, 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

Jose Hernandez	Board Chair
Stepper Sebastian	Board Vice Chair
Barbara Sherman	Board Member
Martin Ashley	Board Member
Harold Magill	Board Member
Alvin Ross	Board Member
Howard Sanders	Board Member

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Junior Planner Jennifer Bonner, City Attorney Victoria Thomas, Water Utilities Director Phil DeChant, Assistant Water Utilities Director Chris Ryan, Seagoville Economic Development Administrative Assistant Don Cole. Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Seagoville Economic Development Administrative Assistant Dr. Cole.*

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

**1. Receive presentation by Halff Associates of draft corridor study report (Halff Associates Inc.)**

*Kendall Howard, Urban Planner for Halff Associates, Inc. presented the draft corridor study report.*

**2. City Council recessed into Executive Session at 7:35 p.m.**

**Seagoville Economic Development Corporation recessed into Executive Session at 7:35 p.m.**

**Recess into Executive Session in compliance with Texas Government Code:**

- A. § 551.072: Discuss or deliberate regarding the purchase, lease, or value of real property located at U.S. Highway 175**
  - B. § 551.072: Discuss or deliberate regarding the purchase, lease, or value of real property located at Farmers Road**
  - C. § 551.071: Consultation with the City Attorney: receive legal advice related to legal representation**
- 3. City Council Reconvened into Regular Session at 8:12 p.m.**

**Seagoville Economic Development Corporation Reconvened into Regular Session at 8:12 p.m.**

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

- A. § 551.072: Discuss or deliberate regarding the purchase, lease, or value of real property located at U.S. Highway 175**
- B. § 551.072: Discuss or deliberate regarding the purchase, lease, or value of real property located at Farmers Road**
- C. § 551.071: Consultation with the City Attorney: receive legal advice related to legal representation**

*No action taken by City Council.*

*Motion to approve the appraisal for the property located at U.S. Highway 175 and at the same time motion for the appraisal for Farmers Road property- Board Member Sebastian. Board Chair Hernandez stated we need to have two separate motions, one for each property. Board Member Sebastian stated his motion is for the property at U.S. Highway 175. Board Chair Hernandez amended the motion not to exceed two thousand six hundred dollars (\$2,600) for each appraisal, seconded by Board Member Ashley; motion passed with all ayes. 7/0*

*Motion approve an appraisal not to exceed two thousand six hundred dollars (\$2,600.00) for the property located at Farmers Road – Sebastian, seconded by Magill; motion passed with all ayes. 7/0*

**SEDC Adjourned at 8:13 p.m.**

**Mayor's Report**

*None.*

**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.

**4. Consider approving City Council Meeting minutes for February 4, 2019 (City Secretary)**

*Motion to approve the City Council Meeting minutes for February 4, 2019 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**5. Approval of publishing the Notice of Intent to issue the FY 2019 Bonds**

*Motion to approve the publishing of the Notice of Intent to issue the FY 2019 Bonds – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two (2) 2019 Ford F-250 4X4 Diesel Crew Cab Utility vehicles for a total amount not to exceed Ninety Thousand Seven Hundred Fifty Dollars and Zero Cents (\$90,750.00) from Chastang Ford; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing an effective date (Assistant Water Utilities Director)**

*Motion to discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two (2) 2019 Ford F-250 4X4 Diesel Crew Cab Utility vehicles for a total amount not to exceed Ninety Thousand Seven Hundred Fifty Dollars and Zero Cents (\$90,750.00) from Chastang Ford; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing an effective date – Hernandez, seconded by Epps; motion passed with all ayes. 5/0*

**7. Conduct a public hearing to amend the Code of Ordinances by amending Chapter 25, “Zoning”, by repealing the requirements for side yards as set forth in Sections 25.02.063(b), 25.02.083(b), 25.02.103(b), 25.02.123(b), and 25.02.153(b), respectively, and replacing each of the same with new requirements for side yards of all lots in detached single-family residential zoning districts (Community Development Director)**

*Mayor Childress opened the public hearing at 8:16 p.m.*

*No one spoke for or against.*

*Mayor Childress closed the public hearing at 8:16 p.m.*

**8. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 25, “Zoning”, by repealing the requirements for side yards as set forth in Sections 25.02.063(b), 25.02.083(b), 25.02.103(b), 25.02.123(b), and 25.02.153(b), respectively, and replacing each of the same with new requirements for side yards; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); and providing an effective date (Community Development Director)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 25, “Zoning”, by repealing the requirements for side yards as set forth in Sections 25.02.063(b), 25.02.083(b), 25.02.103(b), 25.02.123(b), and 25.02.153(b), respectively, and replacing each of the same with new requirements for side yards; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); and providing an effective date – Epps. Councilmember Hernandez requested to make the following amendment; “Each side yard shall have a minimum lot width of 6-feet.”*

*Junior Planner Bonner explained the Planning & Zoning process and changes that were made to the Ordinance. Councilmember Hernandez seconded the motion; motion passed with all ayes. 5/0*

**9. Conduct a public hearing on a request to grant a change in zoning from Planned Development - Residential -5 (PD 17-04) to Planned Development - Residential -5 Amendment 1 (PD 17-04A1) for land located west of Alto Road between Wooley Way and East Farmers Road.**

*Mayor Childress opened the public hearing at 8:21 p.m.*

*No one spoke for or against.*

*Mayor Childress closed the public hearing at 8:21 p.m.*

**10. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development - Residential -5 (PD 17-04) to Planned Development - Residential -5 Amended (PD 17-04A1) for land located west of Alto Road between Wooley Way and East Farmers Road, Seagoville, Dallas County, Texas and being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of the concept plat, which is attached hereto and incorporated herein as Exhibit "B"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date**

*Junior Planner Bonner stated the size of the development will be corrected, the length of the hike and bike trail will be reduced, adding more small lots and reducing the amount of larger lots, reducing the total number of lots to be built in three (3) phases due to the changes in lot sizes, reducing the lot depth where Atmos Energy may require a 50-foot easement outside of any lot, and the concept plan will change.*

*After some discussion, a motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development - Residential -5 (PD 17-04) to Planned Development - Residential -5 Amended (PD 17-04A1) for land located west of Alto Road between Wooley Way and East Farmers Road, Seagoville, Dallas County, Texas and being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of the concept plat, which is attached hereto and incorporated herein as Exhibit "B"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Fruin, seconded by Epps; motion passed with Howard, Hernandez, Fruin and Epps for, and Magill against. 4/1*

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

*None.*

**12. Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

*Councilmember Magill requested a discussion with Republic Services concerning customer service.*

**City Council Adjourned at 8:35 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

## ***Regular Session Agenda Item: 4***

**Meeting Date: March 4, 2019**

**ITEM DESCRIPTION:**

Discuss customer service issues concerning Republic Services.

**BACKGROUND OF ISSUE:**

Councilmember Magill requested this item on the agenda.

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**EXHIBITS:**

## ***Regular Session Agenda Item: 5***

**Meeting Date: March 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the City Manager to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Staffing for Adequate Fire and Emergency Response (SAFER) grants are managed by the Federal Emergency Management Agency's Assistance to Firefighters Grants (AFG) Program Office. SAFER Grants provide financial assistance to help fire departments increase their cadre of frontline firefighters. The goal is to assist the local fire departments' staffing and deployment capabilities, in order to respond to emergencies whenever they occur, assuring that their communities have adequate protection from fire and fire-related hazards. Currently we staff an Engine and a Quint with three on each apparatus and we are working on getting our staffing levels up to staff four on each apparatus. When we have adequate staffing our goal is to staff two Engines and our Quint with a minimum of three. With the construction of Station 2, we would like to staff an Engine and our Quint at Central Station and an Engine at Station 2.

### **FINANCIAL IMPACT:**

Twenty-five percent (25%) of the total amount for years one and two.  
Sixty-five percent (65%) of the total amount for year three.  
One hundred percent (100%) of the total amount year four.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS**

Resolution  
Employee total cost from Finance Department

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville may apply for the SAFER Grant through, FEMA's Assistance to Firefighters Grant Program; and

**WHEREAS**, the grant, if awarded, would provide for three (3) additional firefighters; and

**WHEREAS**, the grant is a three (3) year commitment and will provide 75% of the salaries and benefits for these three (3) firefighters on years one (1) and two (2), and 35% of the salaries and benefits for year three and;

**WHEREAS**, the City Council has reviewed this commitment and is aware of the total cost of the three (3) year commitment; and

**WHEREAS**, the City Council has determined that this opportunity is in the best interest of the citizens of Seagoville.

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

**SECTION 1.** The City Council hereby authorizes the City Manager to submit a grant application to the Federal Emergency Management Agency for three (3) firefighter positions and agrees to fund the City's matching portion of the grant for a minimum of three (3) years.

**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 effort.

**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 4<sup>th</sup> day of March, 2019.

**APPROVED:**

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Dennis K. Childress, Mayor

**ATTEST:**

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Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

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Victoria W. Thomas, City Attorney

**FINANCIAL IMPACT:**

A fund already exists to account for the revenues and expenditures associated with the SAFER grant (Fund 33). The employees hired will be paid from this fund during the duration of the grant. After expiration of the grant, the employees will be moved into the fire department in the General Fund. Any excess fund balance at the end of each fiscal year will be transferred back to the General Fund. The fund will have two sources of revenue: the SAFER grant and an annual transfer from the General Fund. **Estimated** revenues and expenditures for this initiative as are follows:

	Year One	Year Two	Year Three
Revenues:			
SAFER Grant	139,693	143,884	69,160
Transfer from General Fund	72,115	128,418	149,550
Total Revenues	211,808	272,301	218,710
Expenditures:			
Salaries	140,043	144,244	148,572
Fringe Benefits	46,214	47,601	49,029
Total Personnel	186,257	191,845	197,600
BunkerGear	8,400		
Uniforms	900	450	450
Training/Cert	1,350	1,350	1,350
Total Other Expenditures	10,650	1,800	1,800
Total Expenditures	196,907	193,645	199,400

# ***Regular Session Agenda Item: 6***

**Meeting Date: March 4, 2019**

## **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Professional Services Contract with Pipeline Analysis, LLC in an amount not to exceed Seventy-Eight Thousand Eight Hundred Ninety-Five Dollars and No Cents (\$78,895.00), for the purpose of performing field tests and inspections of the wastewater collection system within the 175 lift station area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration; providing a repealing clause; providing 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 Environmental Protection Agency (EPA) 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 175 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 \$78,895.00 will be made from the FY2018-2019 Water and Sewer Fund. The City has sufficient funding available in this account to fund this project.

## **ATTACHMENTS AND EXHIBITS**

Attachment 1.	Resolution
Attachment 2.	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.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH PIPELINE ANALYSIS, LLC IN AN AMOUNT NOT TO EXCEED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$78,895.00), FOR THE PURPOSE OF PERFORMING FIELD TESTS AND INSPECTIONS OF THE WASTEWATER COLLECTION SYSTEM WITHIN THE 175 LIFT STATION SERVICE AREA, PREPARNG FINAL REPORTS CONTAINING RECOMMENDED SYSTEM REPAIRS AND THE ESTIMATED COSTS ASSOCIATED WITH REDUCING WET WEATHER INFLOW AND INFILTRATION; PROVIDING A REPEALING CLAUSE; PROVIDING 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 a 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 Environmental Protection Agency’s (EPA) 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-eight thousand eight hundred ninety-five dollars and no cents (\$78,895.00) and to authorize 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.** That the City Council hereby approves the Professional Services Contract, including all exhibits thereto, said Contract and its exhibits being attached hereto and incorporated herein as Attachment 1, by and between the City and Pipeline Analysis, LLC in an amount not to

exceed seventy-eight thousand eight hundred ninety-five dollars and no cents (\$78,895.00) and hereby authorizes the City Manager to execute said Contract.

**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 25<sup>th</sup> day of February, 2019.

**APPROVED:**

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DENNIS K CHILDRESS, MAYOR

**ATTEST:**

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KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA W. THOMAS, CITY ATTORNEY  
(TM106316 022119)

**Professional Services Contract**  
**City of Seagoville, Texas**  
**Sanitary Sewer Evaluation Survey**  
**Highway 175 Service Area**



**February 26, 2019**



**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 (Highway 175 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 include performance by ENGINEER of various field testing and inspection of the wastewater collection system within the designated Highway 175 Service Area portion of the City of Seagoville Sanitary Sewer System and preparation of 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 include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, which 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 as reasonable and expected may be 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, then as a result, the time of performance of ENGINEER'S services, the various rates of compensation and schedule may 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 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, 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, if any, 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.

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

## **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 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 Independent Agent***

ENGINEER and CITY agreed that ENGINEER, including all officers, employees and agents of ENGINEER, in the performance of this CONTRACT are acting in an independent capacity as an independent third-party contractor and not as an officer, agent or employee of CITY.

### ***6.4 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.

### **6.5 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.

### **6.6 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.

### **6.7 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.

### **6.8 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.

### **6.9 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.

### **6.10 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.

### **6.11 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 \_\_\_\_\_, 2019.

**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: February 26, 2019

# Exhibit A Compensation Sewer System Evaluation Survey

## Sanitary Sewer Evaluation Survey

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,650.00
200	Manhole/Pipe Inspection -(100%)	90	\$115.00	\$ 10,350.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	45,000	\$ 0.56	\$ 25,200.00
400	Dye Flooding	5	\$225.00	\$ 1,125.00
500	Preparatory Cleaning	6750	\$ 2.40	\$ 16,200.00
600	CCTV Inspection	6750	\$ 2.10	\$ 14,175.00
700	Admin., Project Mgt.	L.S.	L.S.	\$ 1,575.00
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 1,375.00
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 7,245.00
<b>Total Not To Exceed</b>				<b>\$ 78,895.00</b>

# 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

*Deliverable:*

1. Delivery of equipment and personnel
2. Work maps of the designated Highway 175 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.

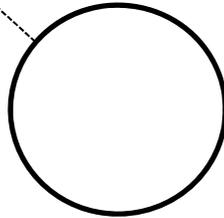
Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes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

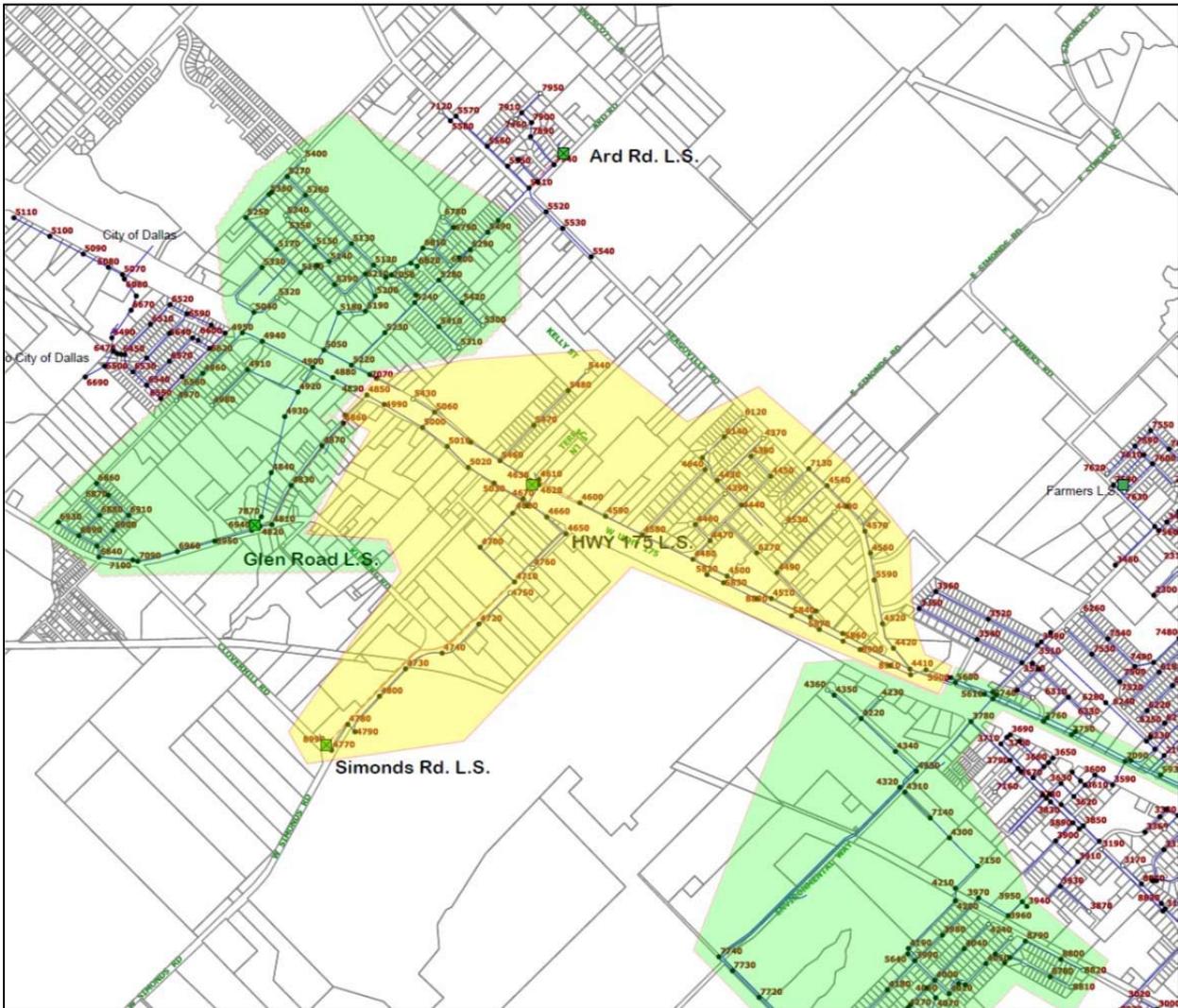
## **TASK 900      FINAL REPORT**

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



-  Study Area
-  Previously Evaluated

## ***Regular Session Agenda Item: 7***

**Meeting Date: March 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to execute an agreement with Halff Associates, Inc. in an amount not to exceed \$104,700.00 for the purpose of providing engineering services related to upgrades to the Ard Road pump station; providing a repealing clause; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Ard Road pump station is aging and currently has one of four pumps out of service. The pump station requires upgrades to remain in compliance with the Texas Commission of Environmental Quality minimum capacity requirements. The pump that is out of service is our smallest pump and would not be beneficial nor cost effective to repair. As a result, replacing the current pump with a larger capacity pump will require other upgrades to be made also. Such as yard piping, structural bracing and new electrical service.

Halff has provided a proposal for surveying and engineering services to design the Ard road pump station upgrades.

### **EXHIBITS:**

Resolution  
Halff's Standard Agreement for Professional Engineering Services  
Exhibit A, Proposed Scope of Work and Fee

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HALFF ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$104,700.00 FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES RELATED TO UPGRADES TO THE ARD ROAD PUMP STATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of obtaining engineering services for upgrades to the Ard Road pump station; and,

**WHEREAS**, Halff Associates, Inc. has provided a proposal and proposed Agreement in the amount of \$104,700.00 for the provision of engineering services for upgrades to the Ard Road pump station; and,

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

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

**SECTION 1.** That the Agreement, including all exhibits thereto, attached hereto as Exhibit A, with Halff Associates, Inc., for provision of engineering services in connection with upgrades to the Ard Road pump station, in an amount not to exceed \$104,700 (one hundred four thousand, seven-hundred dollars) is approved, and the City Manager is authorized to execute the same on behalf of the City.

**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 4<sup>th</sup> day of March, 2019.

**APPROVED:**

\_\_\_\_\_  
Dennis K. Childress, Mayor

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(TM106312 022119)

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

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

## WITNESSETH:

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

- I. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
- II. **Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a municipal corporation. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.
- III. **Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

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

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.
- IV. **Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.
- V. **Termination of Work** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.
- VI. **Ownership of Documents** - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection

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

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

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

**IX. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

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

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

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

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

**XIV. Integration, Merger and Severability** – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this

Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

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

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

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

**XIX. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER'S SERVICES, ENGINEER'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.**

**XX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR**

**PERFORMABLE UNDER THIS AGREEMENT.**

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

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

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF SEAGOVILLE, TEXAS, TEXAS**

By:



Signature

By:

\_\_\_\_\_

Signature

Jayson Melcher, PE

Printed Name

\_\_\_\_\_

Printed Name

Dallas Operations Manager

Title

\_\_\_\_\_

Title

February 27, 2019

Date

\_\_\_\_\_

Date

## EXHIBIT A

### ENGINEERING SCOPE OF SERVICES AND PROPOSED FEE FOR ARD ROAD PUMP STATION IMPROVEMENTS

#### General

The Ard Road Pump Station distributes potable water purchased from the City of Dallas to a majority of the City of Seagoville (City). The station requires upgrades to remain in compliance with the Texas Commission of Environmental Quality (TCEQ) minimum capacity requirements for water systems. The Project will include the replacement of pump one on the northern water storage tank and the yard piping between the pump discharge and the header prior to the water meter. Structural bracing for the new pump is anticipated.

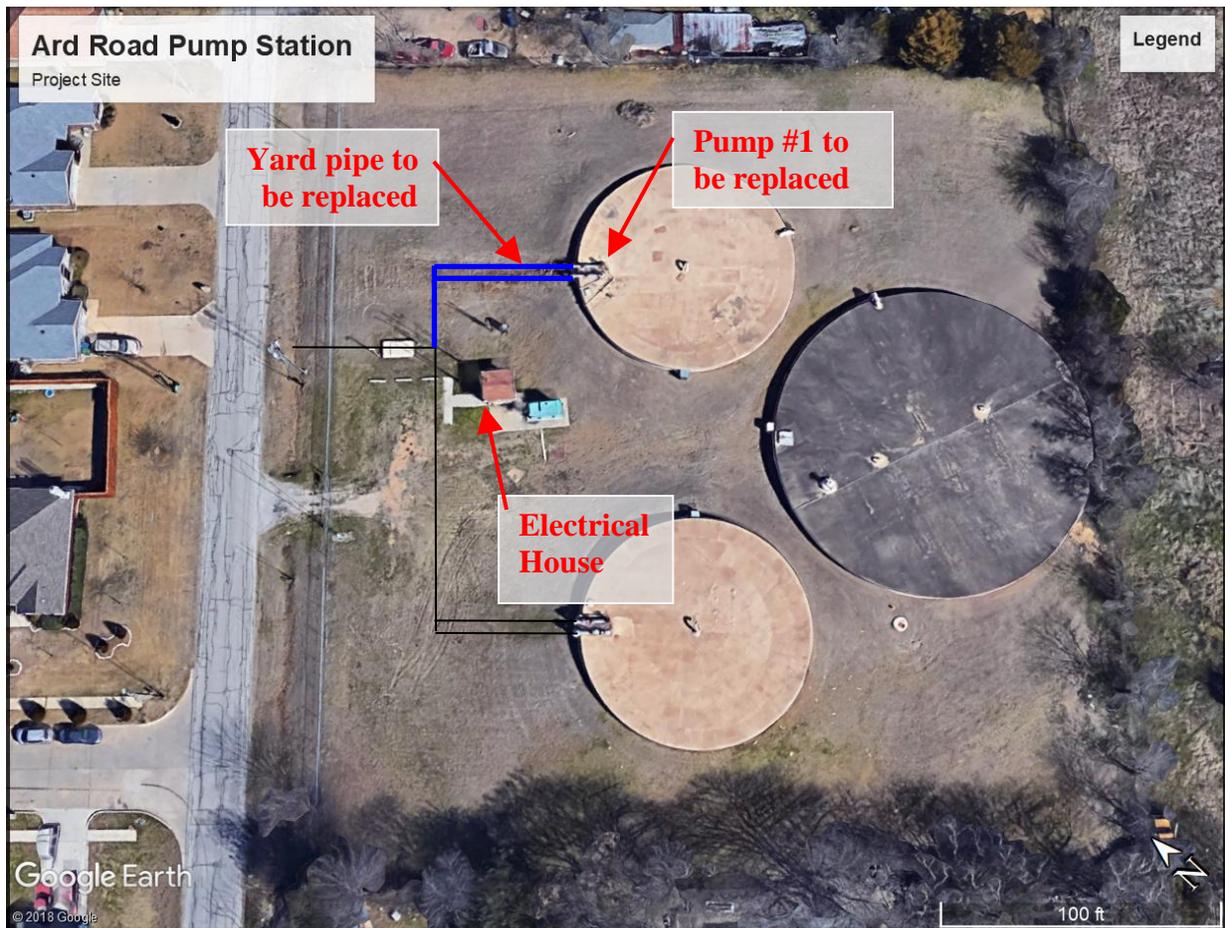


Figure 1

Electrical improvements will also be necessary to accommodate these and future pump upgrades. The electrical upgrades include a new electrical service to the Electrical House supporting the existing electrical equipment. The new electrical service is anticipated to be 1000 Amps at 230 Volt,

3-phase. The existing 1000 Amp ATS can remain as-is. The new 1000 Amp electrical main service panel will replace the existing 800 Amp panel and all existing starters within the Electrical House will be replaced with a soft starter having 350% current limiting and stepped voltage. New feeders to the pumps will replace the existing. We expect all controls will remain and be reconnected to the new equipment replacing the existing. We expect the layout of the Electrical House to remain with little modifications.

## **SCOPE OF WORK**

### **I. BASIC ENGINEERING SERVICES**

#### **A. Design Phase**

1. Basemap preparation
  - a. A quality aerial image will be utilized for base maps for construction drawings as needed. Field survey is not anticipated to be needed for the Project, and thus the proposed fee excludes survey services.
2. Preliminary design (75% Submittal)
  - a. Prepare preliminary construction drawings, anticipated to consist of the following sheets.
    - Cover
    - General Notes
    - Yard Piping and Pump Replacement Plan
    - Water Details (Pipe and Pump)
    - Electrical Site Plan
    - Electrical Building Plan
    - Electrical Details and Schedules
    - One Line/Riser Diagram
  - b. Prepare detailed opinion of probable construction cost (OPCC).
  - c. Submit half-size drawings and OPCCs for City review. Attend one review meeting with City staff. Compile all comments from this review meeting to be addressed prior to the next submittal.
  - d. Attend one site visit to confirm existing conditions.
3. Final Design (95% Submittal)
  - a. Prepare final drawings that address all comments from the previous City review.
  - b. Prepare technical specifications as required.
  - c. Prepare detailed OPCC and Schedule of Values for inclusion in City bid documents.
  - d. Submit half-size drawings, technical specifications and OPCCs for City review. Attend one review meeting with City staff. Compile all comments from this review meeting to be addressed prior to the next submittal.

4. Issue for Bid
  - a. Prepare “Issued for Bid” drawings, technical specifications, detailed OPCC, and Schedule of Values that address all comments from the previous City review.
  - b. Submit two sets of full-size (22-inch by 34-inch) drawings and two copies of half-size drawings, technical specifications and OPCCs.

**B. Bid Phase Services**

1. Distribute plans to potential bidders and maintain and bidder’s list.
2. Attend pre-bid meeting.
3. Assist City in answering bidder questions and developing bid addenda.
4. Attend bid opening.
5. Assist City in the tabulation and review of bids and recommend to the City as to the proper action on bids received.

**C. Construction Phase Services**

1. Prepare “Issued for Construction” drawings and technical specifications that incorporate bid addenda. Submit up to four copies of full-size drawings and up to four copies of half-size drawings and technical specifications.
2. Attend pre-construction meeting.
3. Review up to ten construction submittals, requests for information, test reports, and/or other data as requested by City staff.
4. Attend up to three construction meetings and/or site visits.
5. Review Contractor Pay Applications
6. Evaluate Change Order Requests
7. Perform Pre-Final site visit and prepare punch list
8. Perform final site visits
9. Prepare “As-Built” drawings based on construction mark-ups provided by the City and/or contractor. Submit up to two full-size drawings and up to two copies of half-size drawings.

**ENGINEERING FEES FOR TASK ORDER**

The total lump sum fee for this scope of work shall be \$104,700. Effort will be invoiced monthly based on the percent of scope complete. A cost breakdown of the total fees is shown below:

<b>Fee Summary</b>	
<b>Basic Engineering Services</b>	
A. Design Phase Services	<u>\$74,500.00</u>
B. Bid Phase Services	<u>\$5,200.00</u>
C. Construction Phase Services	<u>\$25,000.00</u>
<b>Budgeted Total</b>	<b><u>\$104,700.00</u></b>

**ADDITIONAL SERVICES**

Services not included in the task order that can be provided upon approval of additional budget

- A. Topographical Survey
- B. Boundary Surveys
- C. Easement/Right-of-Way Acquisition Services
- D. Geotechnical Engineering
- E. Subsurface Utility Engineering

The proposed scope and fee assume that the entire project will be advertised for bids in a single package, and construction will occur under a single contract. Additional budget will be requested to assist the City in the bid and construction phases if multiple bid packages are issued or if multiple construction contracts are awarded for the project.

## ***Regular Session Agenda Item: 8***

**Meeting Date: March 4, 2019**

### **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

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Regular Session Agenda Item: 9***

**Meeting Date: March 4, 2019**

**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

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A