



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, JULY 15, 2019**

**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**

**Adjourn**

**REGULAR SESSION - 7:00 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Recognition – Officer Benavides**

**Mayor's Report**

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

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

- 1. Consider approving City Council Joint Meeting with Seagoville Economic Development minutes for July1, 2019 (City Secretary)**

**REGULAR AGENDA-**

- 2. Discussion concerning the public use of the facilities located at Bearden Park (Community Development Director)**
  
- 3. Discuss and consider approval of a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for professional engineering services on a task order basis for preparation of all documents necessary to secure an annual on-call asphalt repair contract as set forth in Exhibit "1" and Exhibit "A" attached thereto, in an amount not to exceed Nineteen Thousand Dollars (\$19,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing for severability clause; and providing an effective date (Community Development Director)**
  
- 4. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
  
- 5. 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.**

**Adjourn**

Posted Thursday, Thursday, July 11, 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, August 5, 2019 Regular City Council Meeting**
- **Monday, August 19, 2019 Regular City Council Meeting**

## ***Consent Session Agenda Item: 1***

**Meeting Date: July 15, 2019**

### **ITEM DESCRIPTION:**

Consider approving City Council Joint Meeting with Seagoville Economic Development minutes for July 1, 2019.

### **BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for July 1, 2019.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

July 1, 2019 Work Session Minutes

July 1, 2019 Joint Meeting with Seagoville Economic Development Corporation Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JULY 1, 2019**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:34 p.m. p.m. on Monday, July 1, 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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss regular session agenda items**

*None.*

**B. Police Department & Animal Control Update (Police Chief)**

*Police Chief Calverley provided an update concerning the Police Department and Animal Control. He also thanked Council for the new radio system.*

*City Manager Stallings asked Police Chief Calverley to provide an update concerning Officer Benavides.*

*Police Chief Calverley explained to Council that Officer Benavides was off duty, in Dallas, when he administered cardiopulmonary resuscitation (CPR) to a female until an ambulance arrived to transport her to a hospital.*

**Adjourned at 7:01 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  
JULY 1, 2019**

**The Regular Session of the Joint Meeting with Seagoville Economic Development Corporation of the City of Seagoville, Texas was called to order at 7:11 p.m. on Monday, July 1, 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
Harold Magill	Board Member
Martin Ashley	Board Member
Howard Sanders	Board Member
Alvin Ross	Board Member

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, City Attorney Victoria Thomas, Seagoville Economic Development Corporation Administrative Assistant Don Cole, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Olu Olajimi.*

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

**1. Discuss and consider approving a Resolution of the Board of Directors of the Seagoville Economic Development Corporation ratifying the President/CEO's negotiation and execution of the purchase and sale agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place, and (2) Lot 1, Block 1 of replat of part of Seagoville Place, both being located in Dallas County, Texas (Collectively, the "Property") for a purchase price not to exceed \$430,000.00 plus standard closing costs, and further authorizing the President/CEO to take such further action and sign such documents as necessary to complete the purchase of said property; and providing an effective date (City Manager)**

*City Manager Stallings stated this property would benefit local businesses to grow and expand in the City of Seagoville. He also stated the property is great for incentive purposes.*

*Motion to approve a Resolution of the Board of Directors of the Seagoville Economic Development Corporation ratifying the President/CEO's negotiation and execution of the purchase and sale agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place, and (2) Lot 1, Block 1 of replat of part of Seagoville Place, both being located in Dallas County, Texas (Collectively, the "Property") for a purchase price not to exceed \$430,000.00 plus standard closing costs, and further authorizing the President/CEO to take such further action and sign such documents as necessary to complete the purchase of said property; and providing an effective date – Magill, seconded by Sanders; motion passed with all ayes. 7/0*

**SEDC Adjourned at 7:18 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.*

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$430,000.00 plus standard closing costs in accordance with a purchase and sale agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place and (2) Lot 1, Block 1 of replat of part of Seagoville Place, both being located in Dallas, County, Texas (Collectively, the “Property”) and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$430,000.00 plus standard closing costs in accordance with a purchase and sale agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place and (2) Lot 1, Block 1 of replat of part of Seagoville Place, both being located in Dallas, County, Texas (Collectively, the “Property”) and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

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

**3. Consider approving City Council Meeting minutes for June 17, 2019 (City Secretary)**

*Motion to approve City Council Meeting minutes for June 17, 2019 – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**4. Conduct interviews with Boards & Commissions Applicants for appointments and conduct reappointments for expired terms (City Secretary)**

*City Secretary Jackson stated in compliance with the Ordinance passed April 1, 2019, Staff researched companies to perform nationwide criminal history checks. All members and new applicants were asked to complete the background check. She stated tonight Staff is asking Council to reappoint expired terms and appoint new applicants.*

*Motion to reappoint:*

***Board of Adjustments Place 1 - Jerry Yearout,***

***Animal Shelter Oversight Committee Place 5 - David Grimes,***

***Library Board Place 3 - Mary Graham, Place 5 - Pat Bearden, Place 6 - Renee Dominguez,***

***Keep Seagoville Beautiful Place 5 - Charlotte Hernandez,***

***Seagoville Economic Development Corporation Place 1 - Barbara Sherman, Place 5 - Jose Hernandez, Place 6 - Harold Magill;***

***appoint Planning & Zoning Commission Place 1- Olu Olajimi, Place 3 - Charles Galbreth, and***

***Keep Seagoville Beautiful Commission Place 1- Bonnie Goodson – Hernandez, seconded by Fruin; motion passed with all ayes 5/0***

**5. Discuss a concept plan concerning Fire Station #2 (Fire Chief)**

*Fire Chief Gilcrease introduced Halff Associates Inc., Project Manager Alan LaFon.*

*City Manager Stallings thanked City Council for hiring Halff Associate Inc.*

*Project Manager LaFon presented the concept design for Fire Station #2 and a Request for Qualifications Design Build Schedule.*

*(Councilmember Howard recused himself at 7:26 p.m.)*

*(Councilmember Howard returned at 7:34 p.m.)*

**6. Discuss and consider approving a Resolution authorizing the execution of an Interlocal Agreement with the North Central Texas Council of Governments and other Member Government Participants in a Trinity River Corridor Interlocal Agreement in pursuit of a common vision for the addition of East Fork Trinity Communities (Community Development)**

*Community Development Director Barr stated this Resolution is for an Interlocal Agreement with North Central Texas Council of Governments to extend the means to take care of things of things for the East Fork Trinity.*

*Motion to approve a Resolution authorizing the execution of an Interlocal Agreement with the North Central Texas Council of Governments and other Member Government Participants in a Trinity River Corridor Interlocal Agreement in pursuit of a common vision for the addition of East Fork Trinity Communities – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services by and between the City of Seagoville and Halff Associates, Inc., a Texas Corporation, which is attached hereto and incorporated herein as Attachment 1, for engineering and construction inspection services with regard to the reconstruction of Johnnie Row, from Shady Lane to Catherine Lane, and the reconstruction of Ross Lane, from Shady Lane to Shadybrook Lane, in an amount not to exceed Two Hundred Eleven Thousand Five Hundred Dollars and No Cents (\$211,500.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development)**

*Community Development Director Barr stated this Resolution will approve the reconstruction of Johnnie Row from Shady Lane to Catherine Lane, and the reconstruction of Ross Lane from Shady Lane to Shadybrook Lane. He also explained this is for the engineering not the construction of the two roads and the cost was included in the bond package.*

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services by and between the City of Seagoville and Halff Associates, Inc., a Texas Corporation, which is attached hereto and incorporated herein as Attachment 1, for engineering and construction inspection services with regard to the reconstruction of Johnnie Row, from Shady Lane to Catherine Lane, and the reconstruction of Ross Lane, from Shady Lane to Shadybrook Lane, in an amount not to exceed Two Hundred Eleven Thousand Five Hundred Dollars and No Cents (\$211,500.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving C&M Concrete to replace two (2) approaches off the Highway 175 Service Road into C.O. Bruce (“Central”) Park, as set forth in Exhibit “A” which is attached hereto, in an amount not to exceed Eighty Five Thousand Two Hundred Sixty-Two Dollars and No Cents (\$85,262.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date (Community Development)**

*Motion to approve a Resolution of the City of Seagoville, Texas, approving C&M Concrete to replace two (2) approaches off the Highway 175 Service Road into C.O. Bruce (“Central”) Park, as set forth in Exhibit “A” which is attached hereto, in an amount not to exceed Eighty Five Thousand Two Hundred Sixty-Two Dollars and No Cents (\$85,262.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date – Howard.*

*At the request of Councilmember Hernandez, Community Development Director Barr explained the approaches at the entrance of C.O. Bruce Park from Highway 175 have been an issue for many years. He stated they are in the Texas Department of Transportation (Tx DOT) right of way and the City has been granted permission to replace the approaches according to TxDot regulations. He also stated TxDot will perform the inspections*

*City Manager Stallings stated the City of Seagoville has an Ordinance that requires each new home built in the City of Seagoville to pay a park fee and the funds for this project will come from that account. He also stated this is the flagship park for the City of Seagoville and replacing the approaches will improve the aesthetics.*

*Motion seconded by Hernandez; motion passed with all ayes. 5/0*

**9. Receive a presentation on improvements to Bearden Park (Community Development)**

*Community Development Director Barr presented the improvements made to Bearden Park. He stated rock columns, a wrought iron fencing, and gates were installed as improvements.*

*(Councilmember Howard recused himself at 8:03 p.m.)*

*Community Development Director Barr stated illegal dumping and the destruction of the parking lot have been issues at Bearden Park. He stated it costs the City of Seagoville money to repair the parking lot and pick up the trash.*

*Councilmember Hernandez asked if the gates will be open during the day. City Manager Stallings stated that is the plan unless the park is damaged again. He stated a walk through gate has been installed so people in the neighborhood can still access the park. He also explained Staff may come back to Council concerning designating Bearden Park as a Sports Complex.*

*(Councilmember Howard returned at 8:05 p.m.)*

**10. Discuss designating Friday, July 5, 2019 as a City Holiday (Councilmember Hernandez)**

*Councilmember Hernandez stated he would like approve Friday, July 5, 2019 as a City Holiday to provide a break for Staff.*

*Councilmember Fruin clarified Police and Fire Personnel will receive the holiday as a normal holiday.*

*Mayor Pro-Tem Epps verified this holiday would be granted for this year only.*

*Motion to approve designating Friday, July 5, 2019 as a City Holiday – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

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

*Mayor Childress thanked volunteers on the Boards & Commission.*

*Councilmember Howard agreed with Mayor Chilress.*

*Councilmember Fruin thanked City Council and Staff for all their hard work.*

**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 Hernandez requested a discussion concerning Bearden Park.*

**13. Recessed into Executive Session at 8:12 p.m.**

**Council will recess into Executive Session in compliance with Texas Government Code:**

**A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions**

**B. § 551.071. Consultation with City Attorney: receive legal advice related to small cell permits**

**14. Reconvene Into Regular Session at 8:38 p.m.**

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

**A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions.**

*No action taken.*

**B. § 551.071. Consultation with City Attorney: receive legal advice related to small cell permits.**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing its attorneys in the case of City of McAllen, Et al V. State of Texas, Cause No. D-1-GN-004766 in the 353<sup>rd</sup> Judicial District Court of Travis County, Texas to expand the scope of the City's Lawsuit and to amend the City's Pleadings therein to include a challenge to Texas Senate Bill No. 1152 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**City Council Adjourned at 8:39 p.m.**

**APPROVED:**

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

**ATTEST:**

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

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

**Meeting Date: July 15, 2019**

### **ITEM DESCRIPTION:**

Discussion concerning the public use of the facilities located at Bearden Park.

### **BACKGROUND OF ISSUE:**

Bearden Park located at 500 May Road consists of 17.5 acres, 8 baseball fields, concession stand, restrooms, 3 covered picnic tables, and 8 bleachers. A (42") inch wrought-iron fence with stone columns was recently installed along May Road by Llano River Fence Company, LLC. The purpose of the fence installation was to protect the parking lot, provide safety, assist with the illegal dumping issues, and prevent any future damage to the baseball/softball fields.

The City of Seagoville and Seagoville Youth Sports Association (SYSA) entered into a License and Use Agreement which renews annually in April each year. This agreement allows Seagoville Youth Sports Association (SYSA) to have access to the baseball/softball fields, board room, and concession stand starting February 1<sup>st</sup> through July 30<sup>th</sup> of each year. A baseball/softball season will consist of all Seagoville Youth Sports Association (SYSA) league games, tournaments, make-up games, and one (1) camp or clinic on a game field.

The Community Development Department is seeking direction from Council to determine on whether Bearden Park should remain locked or remain open all year for public use once Seagoville Youth Sports Association (SYSA) baseball/softball season has ended or discuss whether to turn Bearden Park into a sports complex to allow more access and control of the fields. If this is the direction Council would like to go then we would need to consider changing the name to Bearden Sports Complex. Discussion of accessibility, convenience and safety for players and guests, and the cost of maintenance shall be discussed should Council desire a sports complex.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

See photo's below.







500  
May Rd.



## ***Regular Session Agenda Item: 3***

**Meeting Date:**               **July 15, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approval of a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for professional engineering services on a task order basis for preparation of all documents necessary to secure an annual on-call asphalt repair contract as set forth in Exhibit "1" and Exhibit "A" attached thereto, in an amount not to exceed Nineteen Thousand Dollars (\$19,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing for severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Half Associates, Inc., ("Engineer") provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City. The City desires to enter into an annual contract with the appropriate company for on-call asphalt repairs. The Engineer has agreed to prepare the contract documents, specifications, and standard construction details to bid and secure the contract as required by law. The Engineer has further agreed to perform the engineering duties as set forth Exhibit "1" to this Resolution and Exhibit "A" attached thereto. The City Council hereby finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for an annual on-call asphalt repair contract as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed nineteen thousand dollars and no cents (\$19,000), and authorizes the City Manager to execute the same.

### **FINANCIAL IMPACT:**

The annual contract amount will not exceed nineteen thousand dollars and no cents (\$19,000), unless otherwise provided in the city's budget or requested for specific project(s) by Staff and the City Manager to the City Council for approval.

### **RECOMMENDATION:**

Staff recommends acceptance of the resolution.

### **EXHIBIT:**

Resolution with Exhibit 1 and Exhibit A attached

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

**RESOLUTION NO. \_\_\_ - R - 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR PREPARATION OF ALL DOCUMENTS NECESSARY TO SECURE AN ANNUAL ON-CALL ASPHALT REPAIR CONTRACT AS SET FORTH IN EXHIBIT "1", AND EXHIBIT "A" ATTACHED THERETO, IN AN AMOUNT NOT TO EXCEED NINETEEN THOUSAND DOLLARS (\$19,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Halff Associates, Inc., ("Engineer") provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

**WHEREAS**, the City desires to enter into an annual contract with the appropriate company for on-call asphalt repairs; and

**WHEREAS**, Engineer has agreed to prepare the contract documents, specifications, and standard construction details to bid and secure the contract as required by law; and

**WHEREAS**, Engineer has further agreed to perform the engineering duties as set forth Exhibit "A" to this Resolution and Exhibit "1" attached thereto; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for preparation of all documents necessary to secure an annual on-call asphalt repair contract as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Nineteen Thousand Dollars and no cents (\$19,000.00), 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.** The City Council approves the Agreement for Professional Engineering Services on a Task Order Basis with Halff Associates, Inc. for preparation of all documents necessary to secure an annual on-call asphalt repair contract as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Nineteen Thousand Dollars and no cents (\$19,000.00), and hereby authorizes the City Manager to execute said Agreement.

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 15<sup>th</sup> day of July, 2019.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY  
(/cdb 07/10/2019)

# EXHIBIT "1"

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

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

### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

**IX. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of 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 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 of 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 any court of competent jurisdiction in **Dallas County, Texas**.

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

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

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

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

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

**XIX. 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 ENGINEERS’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 LIKE 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. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN 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

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**EXHIBIT "A"  
TO EXHIBIT "1"**

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

**Work Order Authorization No. 1  
Annual On-Call Asphalt Repair Contract  
July 5, 2019**

The City of Seagoville has requested that Halff assist the City prepare contract documents for an annual on-call asphalt repair contract. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated \_\_\_\_\_, between Halff Associates and the City of Seagoville.

<p><b>Scope of Work:</b></p>	<p><u>General Description</u> Halff will prepare contract documents for the City to bid and secure an annual contract for asphalt repair in the City and prepare sketches and quantities on an as needed basis. Each request for a repair sketch from the City will be confirmed by Halff in a brief message to the City sent via email. The email message will contain a description of services, a maximum fee, and a schedule. An email confirmation from the City will constitute approval of the request.</p> <p><u>Personnel to be Committed</u> 1. Designated Engineer – Halff will provide a designated engineer for each repair sketch that the City requests. This engineer will be a registered professional engineer.</p> <p><u>Scope of Services</u> 1. Prepare contract documents, specifications and standard construction details to bid an annual on-call asphalt repair contract. 2. Prepare repair sketches, if needed.</p>
<p><b>Deliverables:</b></p>	<p>1. Contract documents, specifications and standard construction details. 2. Repair sketches on an as needed basis</p>
<p><b>Fees:</b></p>	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Anticipated fees per review (subject to change): 1. \$7,000 – Contract Documents including specifications and details. 2. \$2,000/each up to six (6) – Repair sketches that do not change the intended lines and grades of damaged pavement.</p> <p>Work Order #1 Total:           <b>\$ 19,000</b></p>

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

Submitted:  
**HALFF ASSOCIATES, INC.**

Approved:  
**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Signature

Stephen Crawford, PE, CFM  
Printed Name

Vice President/Public Works Team Lead  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**Meeting Date: July 15, 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: 5***

**Meeting Date: July 15, 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