



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, JANUARY 27, 2020**

**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. Fire Department Training Presentation**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

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

**1. Recess Into Executive Session**

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Open discussion with Dallas Independent School District (DISD) Representatives concerning incident at school**

**2. Reconvene Into Regular Session**

**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 Open discussion with Dallas Independent School District (DISD) Representatives concerning incident at school**

**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 January 6, 2020 (City Secretary)**

**REGULAR AGENDA-**

**4. Open discussion with Dallas Independent School District (DISD) Representatives concerning incident at school (Councilmember Hernandez)**

**5. Presentation of City of Seagoville’s First Quarter Financial Report for Fiscal Year 2020 (Finance Director)**

**6. Discuss and consider an Ordinance of the City of Seagoville, Texas amending Ordinance 29-2019 which adopted the Operating Budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Finance Director)**

**7. Discuss and consider a Resolution of the City of Seagoville, Texas, approving the terms and conditions of the Design-Build Contract for the construction of a government building, to wit: Fire Station No. 2, by and between the City of Seagoville (“City”) and Grossman Design Build, LLC, a Texas Limited Liability Company (“GDB”), which is attached hereto as Exhibit “1”, in an amount not to exceed \$1,100,000.00; authorizing the City Manager to execute said contract; providing a repealing clause; providing a severability clause; and providing an effective date (Fire Chief)**

**8. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas awarding a contract to RT&E Rural Water for the construction of Ard Road Pump Station Upgrades Contract 1, in an amount not to exceed \$160,946.62; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Water Utilities Director)**

**9. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving a professional services contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within the Water Street Interceptor Service Area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed Ninety-Eight Thousand Six Hundred Eighty-Seven Dollars and Ten Cents (\$98,687.10), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said Agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date (Water Utilities Director)**

**10. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation's purchase and installation of inclusive playground equipment from Child's Play, Inc. in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00); authorizing the City Manager to execute any documents necessary for said purchase as set forth therein; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

**11. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Economic Development Incentive Agreement by and between the SEDC and John Bunker Sands Wetland Center, Inc., in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), to be paid in two installments, said agreement being attached hereto as Exhibit A; authorizing the City Manager / Executive Director to execute the Agreements; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

**12. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation's engagement of enVision Stone to perform the enVision stone and stucco work at 108 Railroad Avenue as set forth in the quote attached hereto as Exhibit "A" in an amount not to exceed Ten Thousand Five Hundred Fifty Dollars and No Cents (\$10,550. 00); authorizing the Executive Director / City Manager to execute any documents necessary for the performance of said work; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

**13. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas amending Resolution No. 79-R-2019 to increase the costs from One Hundred Sixteen Thousand Four Hundred Sixty Four Dollars and Twenty-Five Cents (\$116,464.25) to an amount not to exceed One Hundred Thirty One Thousand Four Hundred Dollars and Thirty Cents (\$131,400.30) to provide for concrete stabilization on Simonds Road, from Highway 175 to approximately Two Hundred feet (200') west of Cloverhill, as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

**14. Discuss and consider a Resolution of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a defined scope of services basis ("Agreement") with Halff Associates, Inc. for the Haven Hills Drainage Improvements project as set forth in Exhibit "1" and the Scope of Services, which is attached thereto as Exhibit "A", in an amount not to exceed \$20,000.00; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development Director)**

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

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

**17. Recess into Executive Session**

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

**A § 551.071. Consultation with City Attorney: receive legal advice related to Open Meetings Act**

**B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**

**18. Reconvene Into Regular Session**

**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 Open Meetings Act**

**B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**

**Adjourn**

Posted Friday, January 24, 2020 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, February 3, 2020 Regular Council Meeting**
- **Monday, February 24, 2020 Regular Council Meeting**
- **Monday, March 2, 2020 Regular Council Meeting**
- **Monday, March 16, 2020 Regular Council Meeting**

# *Executive Session Agenda Item: 1*

**Meeting Date: January 27, 2020**

**ITEM DESCRIPTION:**

Recess into Executive Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Open discussion with Dallas Independent School District (DISD) Representatives concerning incident at school

**BACKGROUND OF ISSUE:**

N/A

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

## *Executive Session Agenda Item: 2*

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Reconvene into Regular Session

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 Open discussion with Dallas Independent School District (DISD) Representatives concerning incident at school

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Consent Session Agenda Item: 3***

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for January 6, 2020.

### **BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for January 6, 2020.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

January 6, 2020 Work Session Minutes  
January 6, 2020 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JANUARY 6, 2020**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, January 6, 2020, 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, Finance Director Patrick Harvey, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

- 1. Consider approving City Council Meeting Minutes for December 16, 2019 (City Secretary)***

*No questions.*

- 2. Presentation of City of Seagoville's Financial Report for Fiscal Year 2019 (Finance Director)***
- 3. Discuss and consider an Ordinance approving a budget amendment for Fiscal Year end September 30, 2019 (Finance Director)***

*City Manager Stallings stated Finance Director Harvey will present Items #2 and #3 in Regular Session.*

**4. Consider directing staff concerning the installation of an inclusive playground (Burke Playground Equipment)**

*City Manager Stallings presented a depiction of an inclusive playground and stated this will allow for the installation of the same on a vacant lot in downtown Seagoville next to the Soul's Harbor building. He also stated wifi technology can be added and a butterfly mural can be painted on the side of the building.*

*Councilmember Hernandez asked if we could receive citizen input on the mural. City Manager Stallings stated yes, we can receive citizen input on the mural.*

**5. Discuss and consider a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**

*City Secretary Jackson stated on or about November 4, 2019 Seagoville City Council cast a vote for Michael Hurtt as the fourth member of the Board of Directors of the Dallas Central Appraisal District. Staff received notification from Dallas Central Appraisal District, due to no one candidate receiving a majority number of votes, a runoff election is necessary for the fourth member. She also stated the runoff candidates are Michael Hurtt and Mona Dixon.*

*No questions.*

**6. Discuss and consider a Resolution of the City of Seagoville, Texas, approving and ratifying Seagoville Economic Development Corporation's Consent to Assignment Agreement by and between KH, LLC, d/b/a Kelly Harris Company and Allen National Investments, the Seagoville Economic Development Corporation, and FR Group, LLC, attached as Exhibit "1"; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)**

*City Manager Stallings asked City Attorney Thomas to explain item #6. City Attorney Thomas stated KH, LLC, d/b/a Kelly Harris Company and Allen National Investments entered into an Incentive Agreement with the Seagoville Economic Development Corporation ("SEDC") concerning property located at 1880 N. Highway 175. She stated Kelly Harris desires now to sell the property, which requires the consent of the SEDC due to the Incentive Agreement still being active. The SEDC has consented provided that the purchaser will assume all the obligations of the Incentive Agreement and Restriction Agreement.*

*City Manager Stallings stated the FR Group is very aggressive and they are trying to bring restaurants to this location.*

*No questions.*

7. ***Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving an Economic Development Incentive Agreement between Seagoville Economic Development Corporation (“SEDC”) and Seagoville Holdings, LLC, a Texas Limited Liability Company and Patrick Michael, L.P., a Texas Limited Partnership, Jointly and Severally, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), for the expansion of the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 North Kaufman Street, Seagoville, Texas, attached as Exhibit “1”; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)***

*City Manager Stallings stated this is an Economic Development Incentive Agreement between Seagoville Economic Development Corporation (“SEDC”) and Seagoville Holdings, LLC, a Texas Limited Liability Company and Patrick Michael, L.P., a Texas Limited Partnership, Jointly and Severally, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), for the expansion of the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 North Kaufman Street. He also stated he will install a parking lot in the back and will house up to eight (8) employees at this location.*

*Councilmember Magill stated this will retain a business in the City of Seagoville.*

8. ***Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 33-2019 by correcting a scrivener error related to the minimum lot area set forth in the development regulations under Section 2, subsection F; providing a severability clause; providing a conflicts resolution clause; and providing an effective date (Community Development Director)***

*Community Development Director Barr stated this Ordinance corrects a scrivener error concerning a comma that appeared to be the number one (1).*

9. ***Conduct a public hearing on a request to authorize a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas (Community Development Director)***

**10. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit ("SUP") subject to specified conditions authorizing a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)**

*City Manager Stallings stated Items #9 and #10 are companion items concerning a zoning request for a Special Use Permit (SUP) for a church.*

*City Attorney Thomas stated the Religious Land Use and Institutionalized Persons Act ("RLUIPA") of 2000 allows religious institutions in almost all zoning districts unless there is a valid reason that it is incompatible with other uses in that district. The Planning & Zoning Commission suggested the SUP expire in two (2) years but that will violate the RLUIPA. She also stated it is her strong legal recommendation that the provision for a two (2) year expiration only take affect if they have not instituted the use by that time.*

*In response to a question by Councilmember Hernandez, City Attorney Thomas stated inadequate parking is a valid reason to deny a SUP.*

**B. Presentation concerning Shadybrook and Ross Lane road repair**

*Community Development Director Barr provided pictures and explained the road repair at Shadybrook and Ross Lane.*

**Adjourned at 6:59 p.m.**

**APPROVED:**

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

**ATTEST:**

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



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
JANUARY 6, 2020**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:10 p.m. on Monday, January 6, 2020, 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, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

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

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

**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.

- 1. Consider approving City Council Meeting Minutes for December 16, 2019 (City Secretary)**

*Motion to approve City Council Meeting Minutes for December 16, 2019 –Epps, seconded by Magill; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Presentation of City of Seagoville’s Financial Report for Fiscal Year 2019 (Finance Director)**

*Finance Director Harvey presented the Financial Report for Fiscal Year 2019.*

*Councilmember Magill thanked Staff for their hard work on the budget.*

*Finance Director Harvey expressed his appreciation for Assistant Finance Director French and Payables/Payroll Administrator Anderson.*

**3. Discuss and consider an Ordinance approving a budget amendment for Fiscal Year end September 30, 2019 (Finance Director)**

*Finance Director Harvey stated this Ordinance approves a budget amendment for Fiscal Year end September 30, 2019.*

*Motion to approve an Ordinance approving a budget amendment for Fiscal Year end September 30, 2019 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**4. Consider directing staff concerning the installation of an inclusive playground (Burke Playground Equipment)**

*Staff was directed to proceed with the installation of an inclusive playground.*

**5. Discuss and consider a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**

*City Secretary Jackson stated Dallas Central Appraisal District is requesting the Seagoville City Council to cast a vote in the runoff for the fourth member of the Board of Directors of the Dallas Central Appraisal District. She also stated the candidates are Michael Hurtt of Desoto and Mona Dixon of Lancaster.*

*Motion to cast a vote for Michael Hurtt of Desoto for the fourth member of the Board of Directors of the Dallas Central Appraisal District – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**6. Discuss and consider a Resolution of the City of Seagoville, Texas, approving and ratifying Seagoville Economic Development Corporation’s Consent to Assignment Agreement by and between KH, LLC, d/b/a Kelly Harris Company and Allen National Investments, the Seagoville Economic Development Corporation, and FR Group, LLC, attached as Exhibit “1”; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City of Seagoville, Texas, approving and ratifying Seagoville Economic Development Corporation’s Consent to Assignment Agreement by and between KH, LLC, d/b/a Kelly Harris Company and Allen National Investments, the Seagoville Economic Development Corporation, and FR Group, LLC, attached as Exhibit “1”; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**7. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving an Economic Development Incentive Agreement between Seagoville Economic Development Corporation (“SEDC”) and Seagoville Holdings, LLC, a Texas Limited Liability Company and Patrick Michael, L.P., a Texas Limited Partnership, Jointly and Severally, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), for the expansion of the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 North Kaufman Street, Seagoville, Texas, attached as Exhibit “1”; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving an Economic Development Incentive Agreement between Seagoville Economic Development Corporation (“SEDC”) and Seagoville Holdings, LLC, a Texas Limited Liability Company and Patrick Michael, L.P., a Texas Limited Partnership, Jointly and Severally, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), for the expansion of the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 North Kaufman Street, Seagoville, Texas, attached as Exhibit “1”; providing for a repealing clause; providing for a severability clause; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 5/0*

**8. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 33-2019 by correcting a scrivener error related to the minimum lot area set forth in the development regulations under Section 2, subsection F; providing a severability clause; providing a conflicts resolution clause; and providing an effective date (Community Development Director)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending Ordinance 33-2019 by correcting a scrivener error related to the minimum lot area set forth in the development regulations under Section 2, subsection F; providing a severability clause; providing a conflicts resolution clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**9. Conduct a public hearing on a request to authorize a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas (Community Development Director)**

*Mayor Childress opened the public hearing at 7:36 p.m.*

*No one spoke for or against.*

*Mayor Childress closed the public hearing at 7:36 p.m.*

**10. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit ("SUP") subject to specified conditions authorizing a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)**

*Motion to deny an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit ("SUP") subject to specified conditions authorizing a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Hernandez, seconded by Fruin.*

*Councilmember Hernandez asked City Attorney Thomas if he needed to state the reason for denial. City Attorney Thomas stated yes.*

*Councilmember Hernandez amended his motion to deny, due to insufficient parking, an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit ("SUP") subject to specified conditions authorizing a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date. Amended motion was seconded by Fruin. Motion to deny 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 Pro Tem Epps stated he feels like the City of Seagoville is moving good and he thanked Staff.*

*Mayor Childress allowed Ms. Larissa Bonacquisti from Bob Halls office to address the Council and introduce herself.*

**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.

*None.*

**Adjourned at 7:40 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:     January 27, 2020**

**ITEM DESCRIPTION:**

Open discussion with Dallas Independent School District (DISD) Representatives concerning incident at school.

**BACKGROUND OF ISSUE:**

Councilmember Hernandez requested this discussion

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

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

**Meeting Date:     January 27, 2020**

**ITEM DESCRIPTION:**

Presentation of City of Seagoville's First Quarter Financial Report for Fiscal Year 2020.

**BACKGROUND OF ISSUE:**

Patrick Harvey, Director of Finance presents the City's first quarter financial report for FY 2020.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

None

**EXHIBITS:**

Memo – December 2019 Financial Reports



# Memo

Date: January 16, 2020  
To: Pat Stallings, City Manager  
From: Patrick Harvey, Director of Finance  
Subject: December 2019 Financial Reports

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This memo accompanies the December 2019 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first three months of FY 2020. The first three months of the fiscal year represents 25% of the total fiscal year, and this memo provides an explanation of variances from that standard.

## General Fund

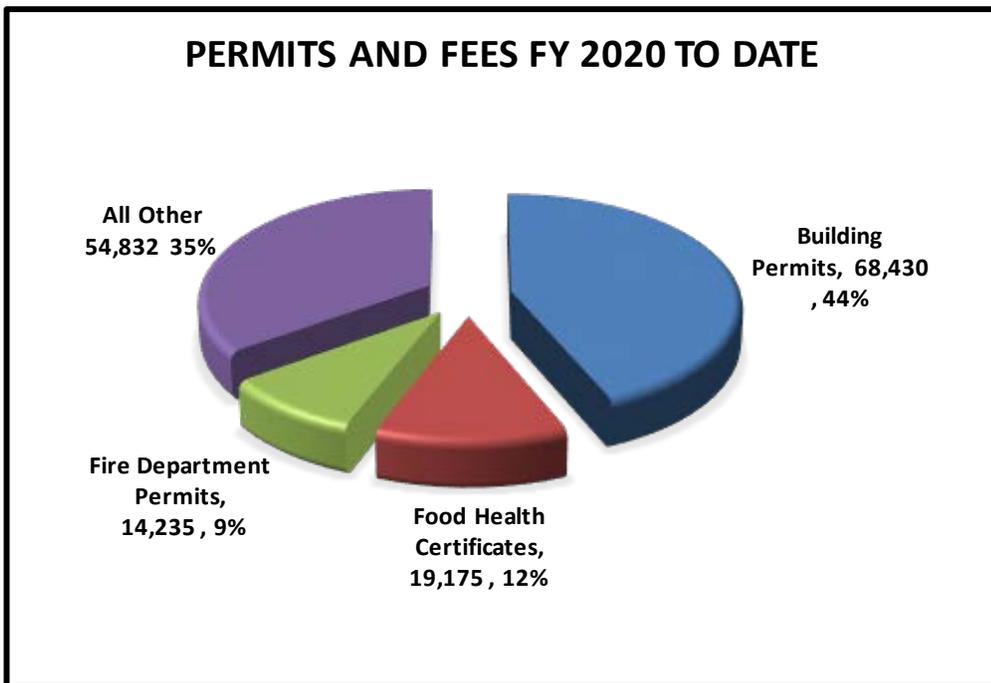
**Revenues: General fund total revenue for the first three months of the fiscal year is above budget expectations (actual 39.4% vs. expected 25.0%).** The current year fiscal **Property tax** revenue collections are above last year's collection rate (57.0% vs. 51.3%) – I anticipate property tax revenue collections should be within the budget estimate. **Sales Tax** revenue collections are above budget expectations (26.1%). This year's sales tax collection percentage is below last year due to the State Comptroller collection of overdue use taxes from a local business this time last fiscal year. There is no unusual sales tax collection event occurring this fiscal year to date. In **Franchise Fee** revenue, the comparative collection trend for the first three months of FY 2020 vs. FY 2019 appears below:

Description	FY 2020 Amount	FY 2019 Amount	Increase (Decrease)
ONCOR	\$ 118,123	\$ 122,500	\$ (4,377)
Telephone	5,349	-	5,349
Republic Services	11,155	4,825	6,330

Cable television franchise fee is generally received quarterly. Additional first quarter receipts for FY 2020 are expected to be received in January 2020.

**Permits & Fees** The first quarter of FY 2020, the City received \$32,852.25 for issuing 19 permits in Highland Meadows Phase 3 subdivision and \$13,435.18 for issuing nine permits in other parts of the City for Building permits. This compares to the first quarter of FY 2019, the City received \$17,242.70 for issuing 10 permits in Brook Valley #7 subdivision and \$16,362.60 for issuing six permits in other parts of the City for Residential Building permits. The following is a comparison of FY 2020 revenue vs. FY 2019:

Description	FY 2020 Amount	FY 2019 Amount	Increase (Decrease)
Building Permits	\$ 68,430	\$ 57,361	\$ 11,069
Food Health Certificates	19,175	6,750	12,425
Fire Department Permits	14,234	11,472	2,762
All Other	54,832	29,034	25,798



Additionally, during the month of December, the City received inspection fees in the amount of \$26,784.30 for the construction of a lift station for Seagoville Farms subdivision.

**Sanitation** revenue is slightly below budget expectations (24.3% actual vs. 25.0% expected). **Senior Activities** revenue has approximately a 45-day lag between the end of the month and actual revenue received from the Dallas Council on Aging. **Fines** revenue reflects increased court enforcement activity from public safety contacts.

**Total revenues for the first three months of the fiscal year are \$4,273,338 or 39.4% of budget.** This compares favorably to total General Fund revenues for the first three months of the previous fiscal year (\$3,774,063).

**Expenditures: Total General Fund expenditures are within budget expectations (23.3% actual vs. 25.0% expected).**

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

**Non departmental** is above expectations mainly due to the annual premium payment to TML for workers' compensation and property/casualty insurance. There was also a slight increase above budget of **29% vs 25%** expected in **Legal fees** for Nichols, Jackson, Dillard, Hager.

**Parks** department is above budget expectations due to installation of lights at Bruce park, purchase of tools for maintenance, Christmas tree lighting costs, mowing and down payment for the summer's fireworks celebration.

**Information and Technology** is above expectations due to the Annual Transfer to the Technology Replacement Fund and Civic Plus Annual Fees for Recurring Redesign fee increase and Custom Mobile App Annual Fee Renewal.

**Code Enforcement** is above expectations due to payments for Dallas County, 3<sup>rd</sup> party retail food inspection services and costs for tree removal on Hall, Stark, Judy, Bruce Central Park and lien releases.

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

#### **Water and Sewer Fund (Fund 20)**

**Revenues: Total Water and Sewer Fund revenues are within budget expectations (25.9% vs. 25.0%).** Water sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** is generated from late customer payment. **Pretreatment Sewer Revenue** is charged to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

**Expenditures: The year to date expenditure trend is within expectations (14.7% actual vs. 25.00% expected).**

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

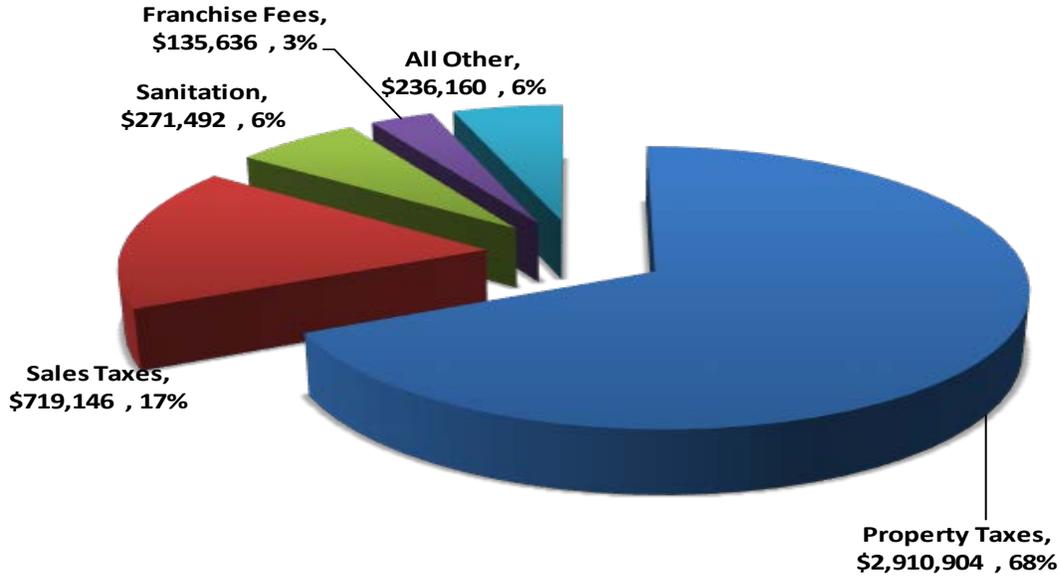
**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 12/31/19  
25% OF BUDGET YEAR**

	<b>Adopted Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Property Taxes	\$5,107,374	\$2,910,904	57.0%
Sales Taxes	2,750,480	719,146	26.1%
Franchise Fees	657,950	135,636	20.6%
Sanitation	1,117,550	271,492	24.3%
All Other	<u>1,206,919</u>	<u>236,160</u>	19.6%
<b>TOTAL REVENUES</b>	<b>\$10,840,273</b>	<b>\$4,273,338</b>	<b>39.4%</b>
Transfers In:	379,904	115,676	30.4%
<b>EXPENDITURES:</b>			
Public Safety	\$5,593,695	\$1,202,160	21.5%
Community Development	1,473,018	363,863	24.7%
Community Services	1,480,843	284,023	19.2%
General Government	988,540	246,149	24.9%
Non departmental	<u>382,130</u>	<u>211,982</u>	55.5%
<b>TOTAL EXPENDITURES</b>	<b>\$9,918,226</b>	<b>\$2,308,177</b>	<b>23.3%</b>
One Time Use of Fund Balance	1,957,737	1,031,620	52.7%

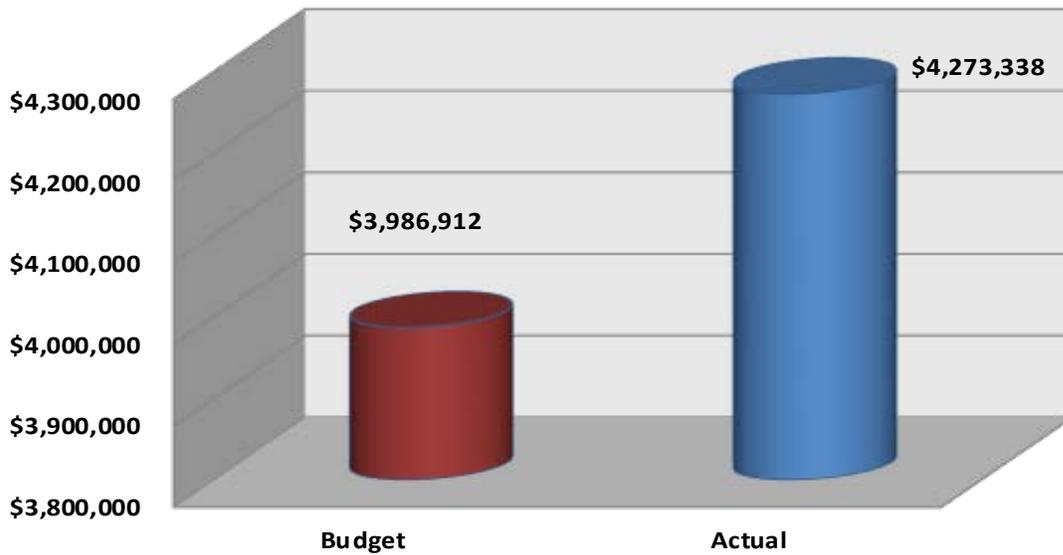
**GENERAL FUND  
SUMMARY OF REVENUES  
FOR FISCAL YEAR 2019-20  
AS OF 12/31/19  
25.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to- Date	% of Budget	Annual Budget	Year-to- Date	% of Budget
<b>Revenues:</b>						
Property Taxes	<b>\$4,745,438</b>	\$2,436,071	51.3%	<b>\$5,107,374</b>	\$2,910,904	57.0%
Sales Taxes	<b>\$2,447,978</b>	\$769,750	31.4%	<b>\$2,750,480</b>	\$719,146	26.1%
Franchise Fees	<b>\$614,525</b>	\$123,764	20.1%	<b>\$657,950</b>	\$135,636	20.6%
Permits & Fees	<b>\$368,595</b>	\$104,617	28.4%	<b>\$531,900</b>	\$156,671	29.5%
Sanitation	<b>\$954,350</b>	\$264,410	27.7%	<b>\$1,117,550</b>	\$271,492	24.3%
Senior Activities	<b>\$42,500</b>	\$1,884	4.4%	<b>\$47,500</b>	\$4,065	8.6%
Fines	<b>\$227,500</b>	\$63,604	28.0%	<b>\$233,125</b>	\$64,009	27.5%
Interest	<b>\$13,000</b>	\$9,471	72.9%	<b>\$25,000</b>	\$8,226	32.9%
SAFER Grant				<b>\$145,749</b>		0.0%
SEDC Capital Grant	<b>\$100,000</b>		0.0%	<b>\$200,000</b>		0.0%
Miscellaneous	<b>\$6,000</b>	\$491	8.2%	<b>\$23,645</b>	\$3,189	13.5%
<b>Total Revenues</b>	<b>\$9,519,886</b>	\$3,774,063	39.6%	<b>\$10,840,273</b>	\$4,273,338	39.4%

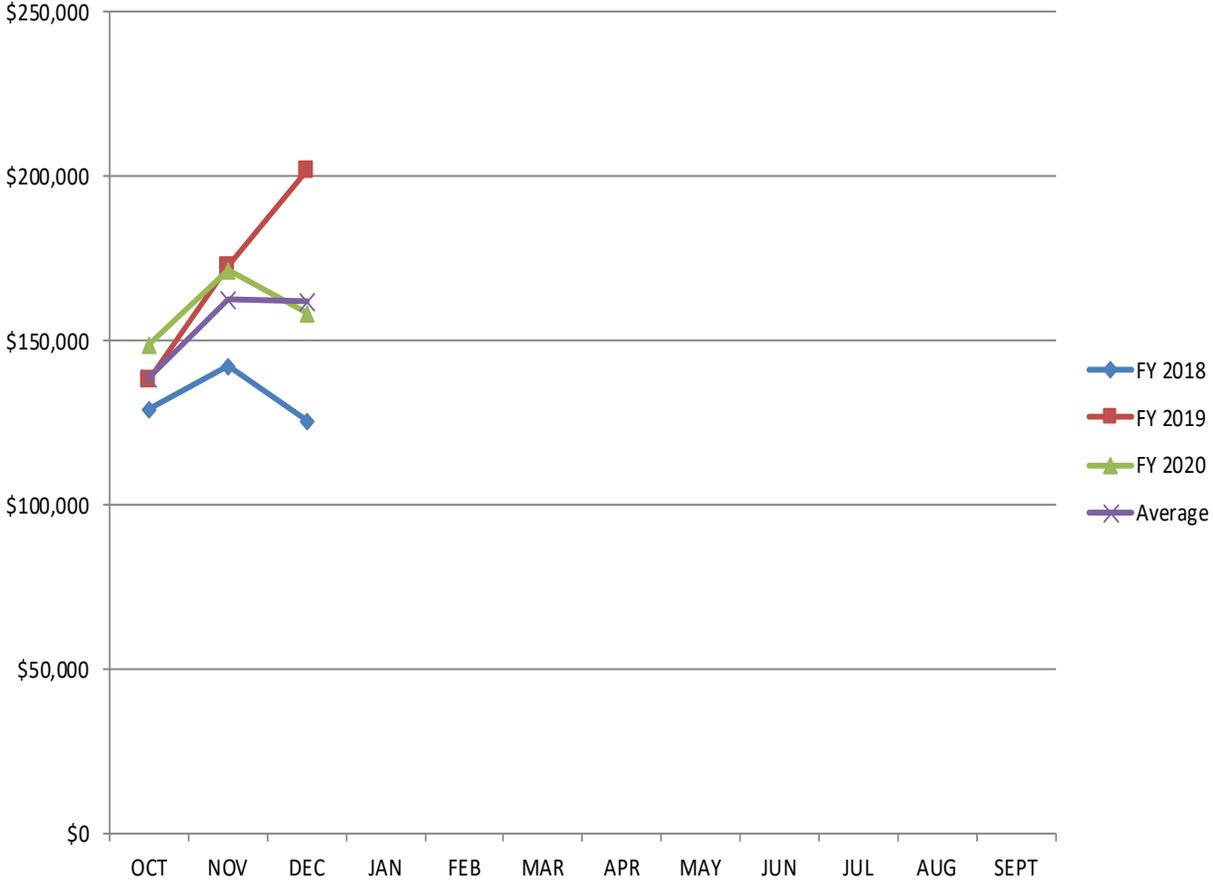
**General Fund Revenues  
1st Quarter, FY 2020  
Total \$4,273,338**



**Year to Date Revenue Comparison  
General Fund**

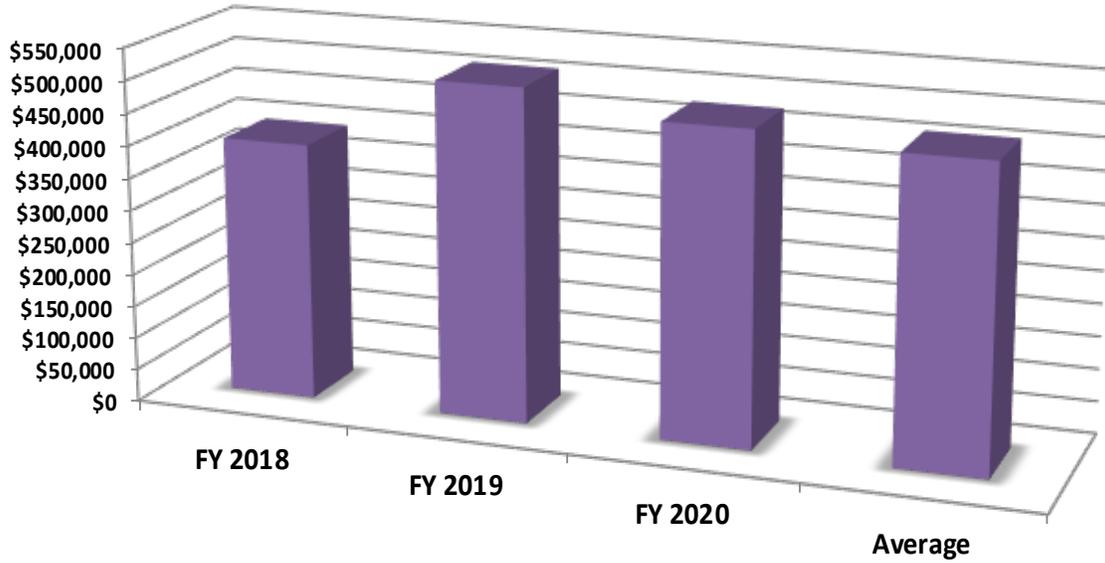


## General Fund Sales Tax Comparison



	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>Three Year Average</b>
OCT	129,581.47	138,378.74	149,232.47	139,064.23
NOV	142,707.74	173,057.45	171,421.83	162,395.67
DEC	125,490.04	201,730.66	158,776.26	161,998.99

## Fiscal Year to Date Comparison - Sales Tax



	FY 2018	FY 2019	FY 2020	Three Year Average
Fiscal Year To Date	397,779.25	513,166.85	479,430.56	463,458.88



# Sales & Use Tax Monthly Summary General Fund

December, 2019

<b>History by Month</b>					
Month	FY 17-18	FY 18-19	FY 19-20	Inc/(Dec) From Last Year	Percent +/-
October	\$ 129,581.47	\$ 138,378.74	\$ 149,232.47	\$ 10,853.73	7.8%
November	\$ 142,707.74	\$ 173,057.45	\$ 171,421.83	\$ (1,635.62)	-0.9%
December	\$ 125,490.04	\$ 201,730.66	\$ 158,776.26	\$ (42,954.40)	-21.3%
January	\$ 128,533.63	\$ 142,638.91	-		0.0%
February	\$ 161,739.81	\$ 178,469.13	-		0.0%
March	\$ 117,942.89	\$ 134,151.31	-		0.0%
April	\$ 110,613.83	\$ 128,468.61	-		0.0%
May	\$ 159,370.18	\$ 169,911.46	-		0.0%
June	\$ 125,678.24	\$ 146,585.42	-		0.0%
July	\$ 138,665.29	\$ 164,879.75	-		0.0%
August	\$ 155,884.05	\$ 165,213.27	-		0.0%
September	\$ 137,130.49	\$ 149,792.70	-		0.0%
<b>Total General Fund</b>	<b>\$ 1,633,337.63</b>	<b>\$ 1,893,277.39</b>	<b>\$ 479,430.56</b>	<b>\$ (33,736.29)</b>	<b>-6.6%</b>

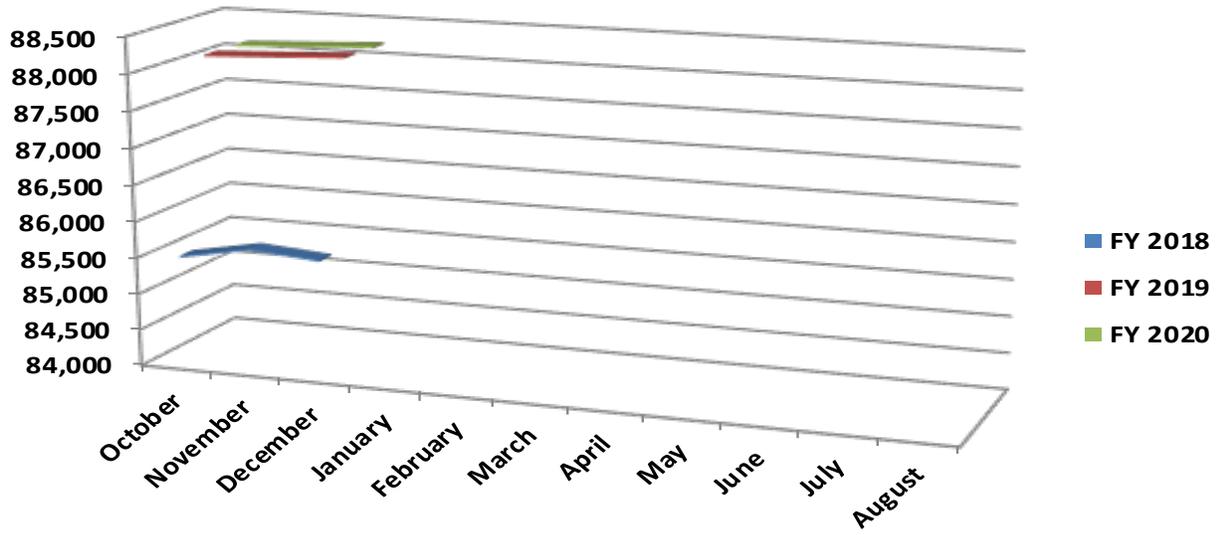
<b>Actual to Budget</b>					
<b>GF Budget FY 2020</b>				<b>\$ 1,830,655</b>	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	25.00%	\$ 457,663.75			
Actual to Budget	26.19%	\$ 479,430.56			
Amount Over/(Under)		\$ 21,766.81			
Percent +/-		1.19%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			<b>\$ 1,768,811</b>	<b>\$ (61,844)</b>	<b>-3.4%</b>

<b>Actual to Actual</b>					
	FY 17-18	FY 18-19	FY 19-20	Inc/(Dec) From Last Year	Percent +/-
<b>Year to Date</b>	<b>\$ 397,779.25</b>	<b>\$ 513,166.85</b>	<b>\$ 479,430.56</b>	<b>\$ (33,736.29)</b>	<b>-6.6%</b>

<b>Total Sales Tax &amp; Distribution</b>				
	General Fund	PTR	4B	Total
<b>This Month</b>	<b>\$ 158,776.26</b>	<b>\$ 79,388.13</b>	<b>\$ 79,388.13</b>	<b>\$ 317,552.52</b>
<b>Year to Date</b>	<b>\$ 479,430.56</b>	<b>\$ 239,715.28</b>	<b>\$ 239,715.27</b>	<b>\$ 958,861.11</b>

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

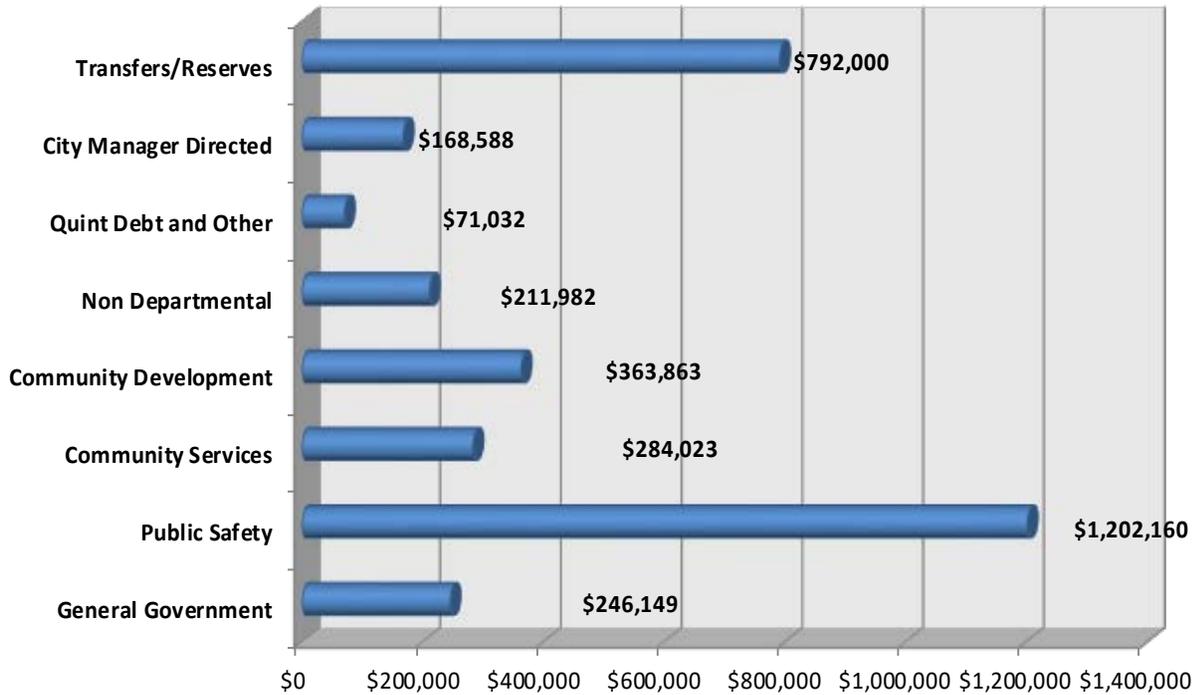
# Three Year Comparison of Sanitation Revenue



**GENERAL FUND  
SUMMARY OF EXPENDITURES  
FOR FISCAL YEAR 2019-20  
AS OF 12/31/19  
25.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Expenditures:</b>						
City Council	\$9,450	\$966	10.2%	\$9,450	\$599	6.3%
City Manager	\$221,111	\$62,108	28.1%	\$225,364	\$59,943	26.6%
City Secretary	\$114,379	\$27,174	23.8%	\$115,846	\$24,039	20.8%
Finance	\$367,824	\$94,141	25.6%	\$383,922	\$78,521	20.5%
Animal Control	\$115,976	\$26,164	22.6%	\$118,076	\$23,698	20.1%
Code Enforcement	\$187,386	\$58,964	31.5%	\$194,790	\$64,166	32.9%
Bldg Inspection/Services	\$410,175	\$87,568	21.3%	\$449,533	\$93,142	20.7%
Health Inspection			0.0%	\$113,322	\$17,084	15.1%
Police	\$2,155,240	\$539,823	25.0%	\$2,386,782	\$522,173	21.9%
Planning	\$96,428	\$10,262	10.6%	\$102,041	\$21,138	20.7%
Fire	\$1,860,266	\$434,176	23.3%	\$2,133,885	\$440,311	20.6%
Municipal Court	\$170,800	\$40,564	23.7%	\$174,344	\$37,757	21.7%
Library	\$224,275	\$49,439	22.0%	\$227,567	\$52,491	23.1%
Senior Center	\$214,645	\$48,732	22.7%	\$210,219	\$48,778	23.2%
Streets	\$325,862	\$70,954	21.8%	\$373,413	\$95,127	25.5%
Sanitation	\$807,280	\$66,268	8.2%	\$868,713	\$144,997	16.7%
Support Services	\$754,373	\$184,594	24.5%	\$787,590	\$187,526	23.8%
Parks	\$257,165	\$30,653	11.9%	\$239,919	\$73,205	30.5%
Emergency Medical Service	\$167,362	\$41,020	24.5%	\$167,362	\$28,451	17.0%
Information Technology	\$121,294	\$31,608	26.1%	\$122,146	\$53,215	43.6%
Human Resources	\$128,244	\$30,094	23.5%	\$131,812	\$29,833	22.6%
Non Departmental	\$391,055	\$173,302	44.3%	\$382,130	\$211,982	55.5%
<b>Total Expenditures</b>	<b>\$9,100,590</b>	<b>\$2,108,575</b>	<b>23.2%</b>	<b>\$9,918,226</b>	<b>\$2,308,177</b>	<b>23.3%</b>
<b>Debt Payment (Quint)</b>	<b>\$72,000</b>	<b>\$67,054</b>	<b>93.1%</b>	<b>\$71,250</b>	<b>\$71,032</b>	<b>99.7%</b>
<b>Grant Equipment</b>		<b>\$79,865</b>				
<b>Transfers and Reserves</b>	<b>\$443,850</b>			<b>\$803,500</b>	<b>\$792,000</b>	<b>98.6%</b>
<b>Use of Fund Balance Projects</b>	<b>\$1,404,563</b>	<b>\$167,996</b>	<b>12.0%</b>	<b>1,082,987</b>	<b>\$168,588</b>	<b>15.6%</b>

**General Fund Expenditures  
1st Quarter FY 2020  
Total \$3,339,797**



**General Government**

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

**Community Development**

Building Services, Code Enforcement, Streets, Parks, Planning

**Community Services**

Municipal Court, Library, Senior Center, Sanitation

**Public Safety**

Police, Fire, Ambulance, Support Services, Animal Control

**Transfers/Reserves**

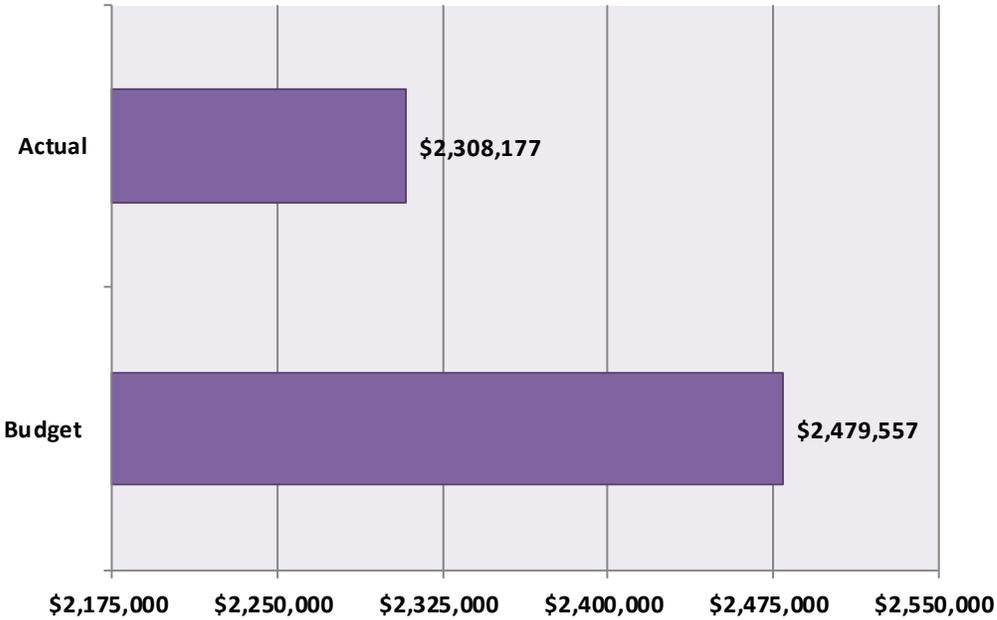
Transfers for Street Maintenance and Vehicle Replacement

**General Fund  
Use of Fund Balance Projects  
FY 2020**

	<u>Budget</u>	<u>Actual</u>
Patrol Vehicle Purchases	126,246.00	2,620.43
Police Equipment	9,096.00	3,594.00
Animal Services Building Improvement	4,000.00	
SEDC Quality of Life Projects	200,000.00	
Replace Library Carpet	21,874.00	
Firefighting Equipment	17,774.00	2,245.00
Capital Outlay - Other Equipment	149,694.00	45,063.12
Building Inspection & Services Vehicles	57,684.00	57,865.02
Emergency Siren Placement	25,000.00	
Capital Outlay - A/C Units	50,119.00	
Tuition Reimbursement Program	15,000.00	
Park Facilities/Infrastructure	400,000.00	57,200.00
Transportation Shelter Concrete Pad	6,500.00	
<b>Total</b>	<b><u>1,082,987.00</u></b>	<b><u>168,587.57</u></b>

Capital Outlay - Other Equipment		
John Deere Bunker & Field Rake	14,198.00	14,197.41
BK Series Kracker	54,000.00	
Asphalt Pothole Patcher Trailer	50,630.00	
Stalker Radar	7,885.00	7,885.00
Code Enforcement Camera System	15,660.00	15,660.00
Dump Truck	7,321.00	7,320.71
	<u>149,694.00</u>	<u>45,063.12</u>

# Year to Date Expenditure Comparison General Fund



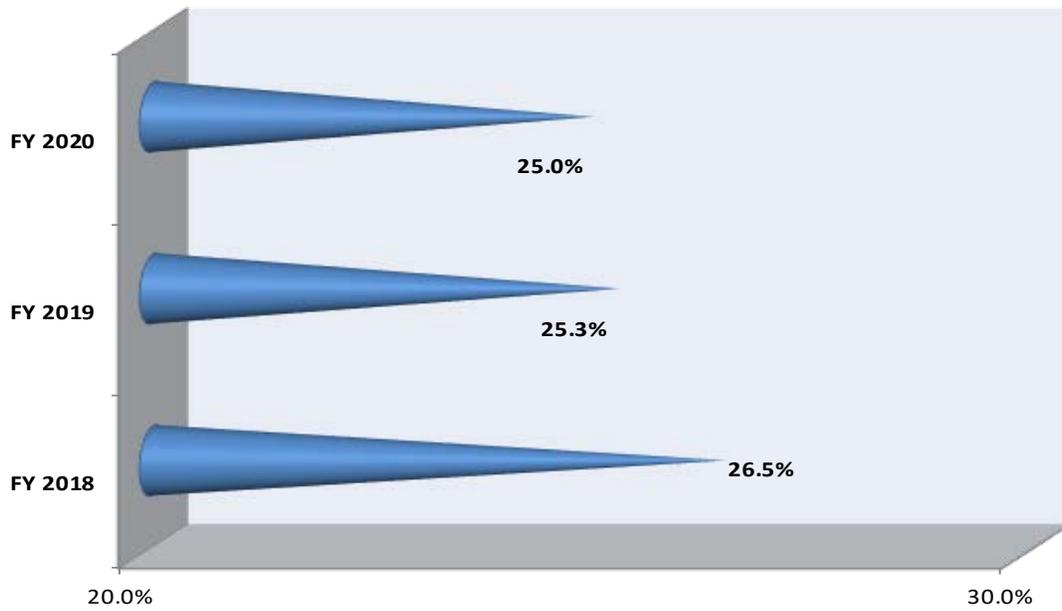
**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 12/31/19  
25% OF BUDGET YEAR**

	<b>Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Water Sales	\$3,693,520	\$922,917	25.0%
Sewer Sales	3,276,490	854,721	26.1%
All Other	<u>270,888</u>	<u>94,731</u>	35.0%
<b>TOTAL REVENUES</b>	<b>\$7,240,898</b>	<b>\$1,872,369</b>	<b>25.9%</b>
<b>EXPENDITURES:</b>			
Water Services	\$2,316,951	\$303,343	13.1%
Sewer Services	2,545,735	451,413	17.7%
Debt Service Transfer	1,135,900	55,634	4.9%
Non Departmental	136,091	54,850	40.3%
All Other	<u>411,049</u>	<u>96,536</u>	23.5%
<b>TOTAL EXPENDITURES</b>	<b>\$6,545,726</b>	<b>\$961,775</b>	<b>14.7%</b>
Use of Reserve	\$2,061,628	\$86,117	4.2%
Transfers Out	352,304	88,076	25.0%

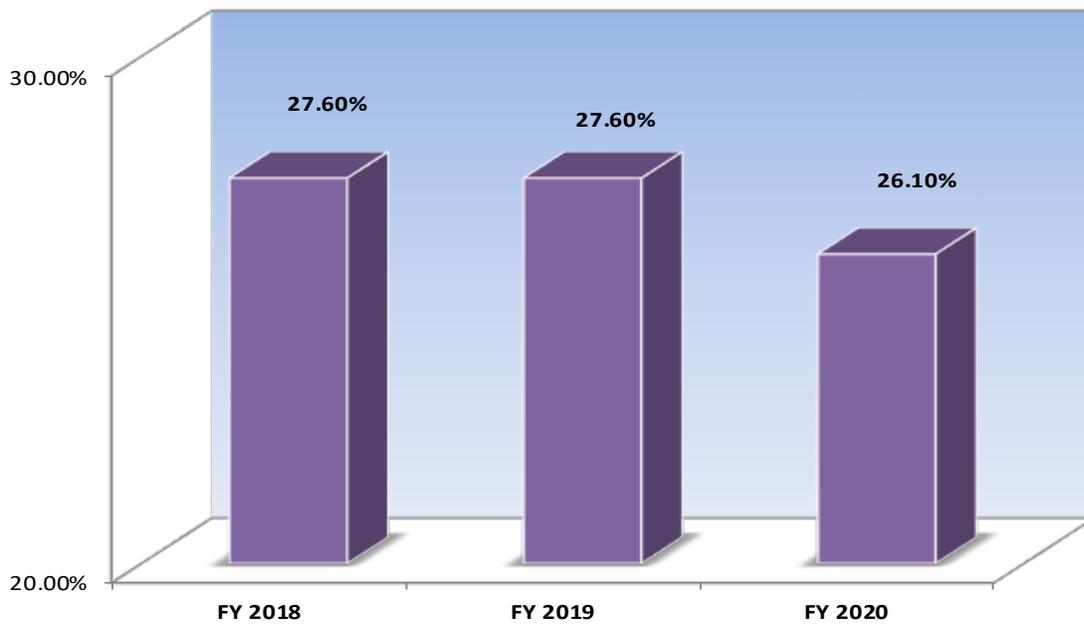
**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2019-20  
AS OF 12/31/19  
25.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Water Sales	\$3,517,634	\$890,566	25.3%	\$3,693,520	\$922,917	25.0%
Sewer Service	\$3,120,468	\$861,063	27.6%	\$3,276,490	\$854,721	26.1%
Penalties and Interest	\$110,000	\$44,367	40.3%	\$135,000	\$44,143	32.7%
Pretreatment Sewer Revenue	\$46,388	\$11,249	24.3%	\$49,888	\$12,661	25.4%
Reconnection Fees	\$35,000	\$12,565	35.9%	\$50,000	\$11,130	22.3%
Meter Installation	\$1,600	\$1,000	62.5%	\$5,000	\$1,000	20.0%
Online Payment Fee	\$4,500	\$1,598	35.5%	\$7,500	\$2,308	30.8%
Interest Earnings	\$10,000	\$9,069	90.7%	\$22,500	\$7,291	32.4%
Miscellaneous	\$625	(\$2,903)	-464.4%	\$1,000	(\$292)	-29.2%
Bank and NSF Fees	\$1,012	\$349	34.5%	\$0	\$390	0.0%
Water Tap Fees	\$0	\$0	0.0%	\$0	\$3,600	0.0%
Sewer Tap Fees	\$0	\$0	0.0%	\$0	\$3,000	0.0%
Outside Contractor Tap Fees	\$0	\$0	0.0%	\$0	\$9,500	0.0%
<b>Total Revenues</b>	<b>\$6,847,227</b>	<b>\$1,828,924</b>	<b>26.7%</b>	<b>\$7,240,898</b>	<b>\$1,872,369</b>	<b>25.9%</b>
<b>Expenditures:</b>						
Utility Administration	\$172,809	\$48,264	27.9%	\$185,199	\$43,590	23.5%
Water Services	\$2,319,402	\$329,221	14.2%	\$2,316,951	\$303,343	13.1%
Sewer Services	\$2,422,788	\$523,383	21.6%	\$2,545,735	\$451,413	17.7%
Customer Services	\$222,500	\$54,683	24.6%	\$225,850	\$52,945	23.4%
Non Departmental	\$98,363	\$55,207	56.1%	\$136,091	\$54,850	40.3%
Debt Service Transfer	\$516,559	\$135,822	26.3%	\$1,135,900	\$55,634	4.9%
<b>Total Expenditures</b>	<b>\$5,752,421</b>	<b>\$1,146,580</b>	<b>19.9%</b>	<b>\$6,545,726</b>	<b>\$961,775</b>	<b>14.7%</b>
<b>Transfers Out</b>	<b>\$420,304</b>	<b>\$88,076</b>	<b>21.0%</b>	<b>\$352,304</b>	<b>\$88,076</b>	<b>25.0%</b>
Zero Turn Mower	\$16,435	\$16,435	0.0%	\$0	\$0	0.0%
Cityworks System	\$15,250	\$15,945	104.6%	\$18,925	\$570	3.0%
Ace Hrdwr Sewer Maj Repair	\$0	\$120,313	0.0%	\$0	\$0	0.0%
Vehicles	\$48,000	\$0	0.0%	\$68,000	\$0	0.0%
Ard Road Pump Station Upgrades	\$300,000	\$0	0.0%	\$0	\$0	0.0%
Capital Projects	\$532,000	\$0	0.0%	\$1,845,808	\$85,548	4.6%
Lift Station Condition Assessment	\$103,895	\$0	0.0%	\$128,895	\$0	0.0%

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



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



**OTHER FUNDS: FINANCIAL SUMMARY**  
**FOR FISCAL YEAR 2019-20**  
**AS OF 12/31/19**  
**25.00% of Budget Year**

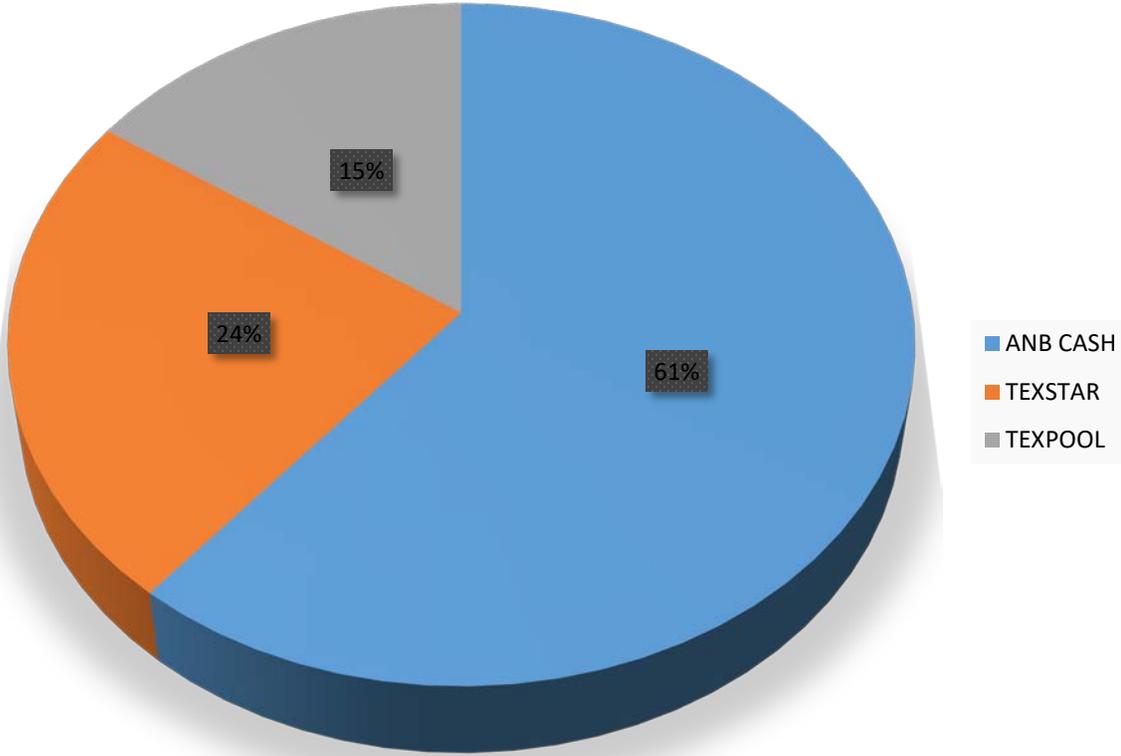
FUND #	FUND NAME	FY 2018 ACTUAL YEAR-TO-DATE REVENUES	FY 2019 ANNUAL REVENUE BUDGET	FY 2019 ACTUAL YEAR-TO-DATE REVENUES
<b>ENTERPRISE FUNDS</b>				
21	W&S Debt Service	\$136,113	\$1,135,900	\$55,867
22	W&S Improvements		\$1,545,808	\$1,885,852
61	Storm Water	\$54,719	\$238,665	\$56,376
<b>SPECIAL REVENUE FUNDS</b>				
32	Miscellaneous Grants	\$820	\$1,150	\$9,154
35	Recycle Revenue Fund	\$710	\$500	\$483
36	Municipal Court	\$2,905	\$9,500	\$3,180
38	Park Development	\$2,036	\$600	
39	Hotel Motel Fund	\$10,633	\$30,000	\$2,428
42	Park Maintenance	\$0	\$2,000	\$565
45	Animal Shelter	\$712	\$3,000	\$869
46	Animal Shelter Building	\$0	\$2	\$1
47	Vehicle Replacement Fund	\$47,816	\$44,600	\$42,000
48	Technology Replacement	\$0	\$17,500	\$17,500
50	TLEOSE	\$0	\$2,000	\$0
<b>DEBT SERVICE FUND</b>				
2	General Debt Service	\$125,502	\$470,049	\$277,153
<b>CAPITAL PROJECTS</b>				
41	FY 2015 Street Projects			
43	Street Maintenance	\$438,227	\$752,500	\$770,821
44	2019 Street Projects		\$325,000	
54	2nd Fire Station	\$0	\$0	\$0
65	Emergency Communication System	\$0	\$0	\$1,480

FY 2018 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2019 ANNUAL EXPENDITURE BUDGET	FY 2019 ACTUAL YEAR-TO-DATE EXPENDITURES
<b>ENTERPRISE FUNDS</b>		
	\$1,135,900	
\$144,090	\$1,545,808	\$33,917
\$54,719	\$400,260	\$107,703
<b>SPECIAL REVENUE FUNDS</b>		
\$241	\$1,150	\$216
\$376	\$500	\$432
\$220	\$7,972	\$590
\$0		
\$0	\$30,000	\$383
\$0		
\$0	\$3,000	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$3,007	\$17,500	\$6,927
\$80	\$1,000	\$0
<b>DEBT SERVICE FUND</b>		
\$0	\$493,364	\$0
<b>CAPITAL PROJECTS</b>		
\$0		
\$151,086	\$92,173	\$70,423
	\$4,394,611	\$88,080
\$0	\$985,000	\$4,718
\$0	\$0	\$130,335

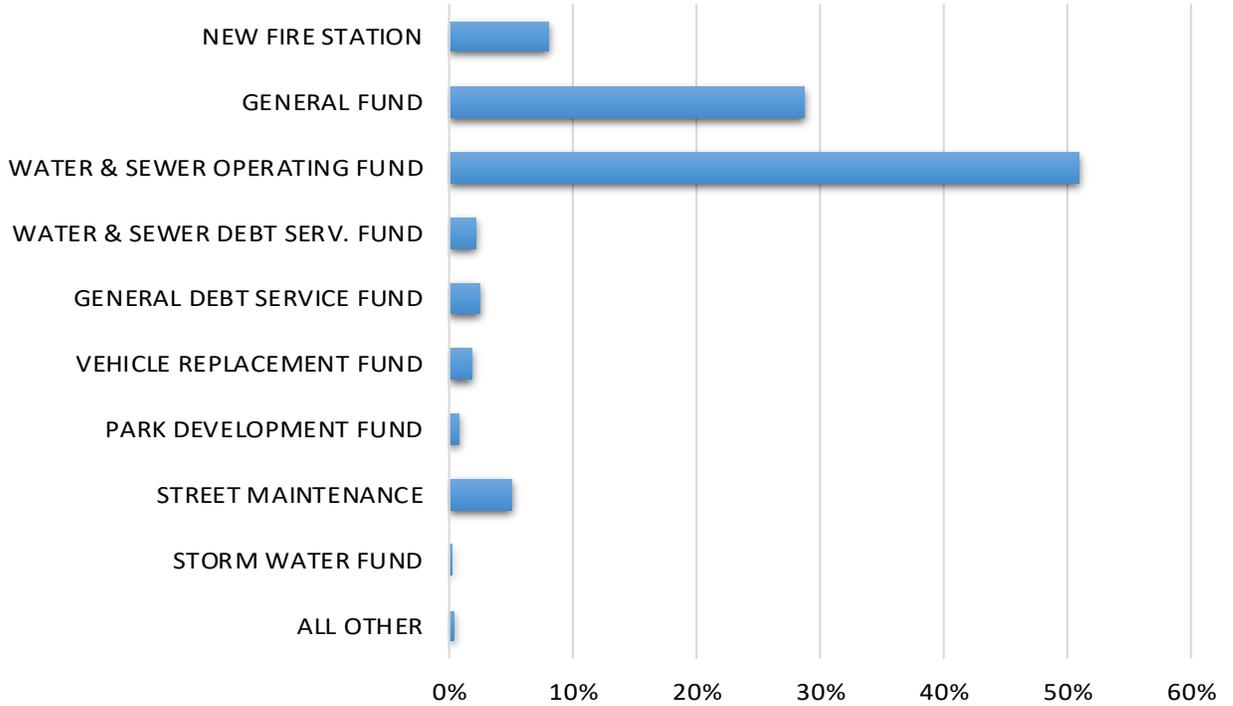
**CITY OF SEAGOVILLE  
CASH REPORT  
1st QUARTER FY 2020**

<b>Bank Acct#</b>	<b>Bank Account Name</b>	<b>ACCT BALANCE AS OF SEPT 30, 2019</b>	<b>CHANGES</b>	<b>ACCT BALANCE AS OF DEC 31, 2019</b>
800008997	ANB Group Insurance Trust Bank	55.25	0.30	55.55
800000838	ANB PAYROLL FUND	12,018.18	3,167.65	15,185.83
4600130068	ANB ROOF	36,663.16	(3,974.16)	32,689.00
4600016705	ANB PEG	100,812.42	12.71	100,825.13
800007205	ANB PRIMARY	9,340,061.04	3,663,870.18	13,003,931.22
800013104	ANB ANIMAL SHELTER OPERATIONS	4,494.56	0.56	4,495.12
<b>TOTALS</b>	<b>CASH ACCOUNTS</b>	<b>9,494,104.61</b>	<b>3,663,077.24</b>	<b>13,157,181.85</b>
572915620	TEXSTAR- FY 2015 BONDS	333,889.66	(161,993.75)	171,895.91
572920190	TEXSTAR- 2019 BONDS	4,649,144.21	19,694.50	4,668,838.71
572920191	TEXSTAR- 2019 EMERGENCY COM SYS	367,737.32	(139,366.71)	228,370.61
449/1291300001	TEXPOOL-GENERAL FUND	1,582,730.15	6,942.82	1,589,672.97
449/1291300003	TEXPOOL-WATER AND SEWER	1,339,744.13	5,877.06	1,345,621.19
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	322,281.94	1,413.78	323,695.72
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,650.76	51.10	11,701.86
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	53,292.45	233.75	53,526.20
<b>TOTALS</b>	<b>INVESTMENT ACCOUNTS</b>	<b>8,660,470.62</b>	<b>(267,147.45)</b>	<b>8,393,323.17</b>
<b>GRAND TOTAL</b>		<b>\$ 18,154,575.23</b>	<b>\$ 3,395,929.79</b>	<b>\$ 21,550,505.02</b>

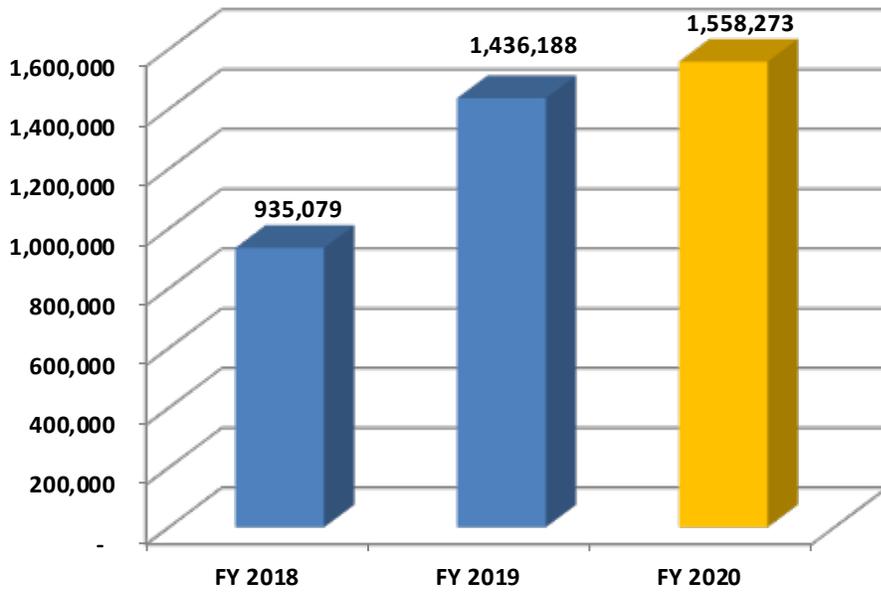
### % OF TOTAL CASH



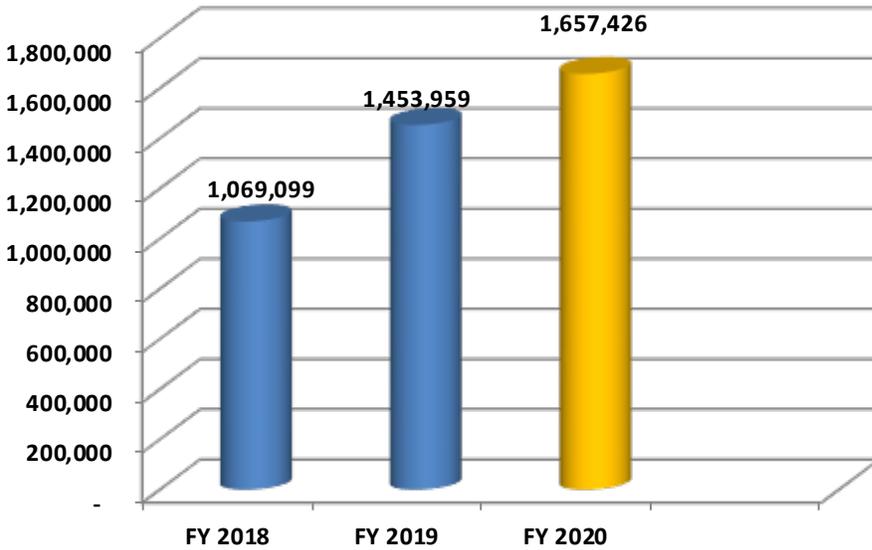
## % OF CASH BALANCE



### SEDC Cash Position



### SEDC Financial Reserve



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

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider an Ordinance of the City of Seagoville, Texas amending Ordinance 29-2019 which adopted the Operating Budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

In the FY 2020 budget development process, the Street Maintenance Fund (Fund 43) revenue budget was \$750,000, based on a transfer from the General Fund. The Street Maintenance Fund expenditure budget amounted to \$92,173 based on projects that staff was able to identify at that time (summer 2019). As the FY 2020 progresses, staff perceives additional projects that can be addressed by increasing the expenditure budget from \$92,173 to \$750,000. The \$750,000 represents a funding ceiling for FY 2020 projects. Staff recommends increasing the Street Maintenance expenditure budget by \$657,827, the difference between \$92,173 and \$750,000.

### **FINANCIAL IMPACT:**

Increases the FY 2020 expenditure budget by \$657,827, making the total expenditure budget \$750,000, equal to the already approved revenue budget of \$750,000.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Ordinance  
Exhibit A: 2020 Budget Fund Expenditures

**ORDINANCE NO. XX-2020**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 29-2019 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; PROVIDING AMENDED APPROPRIATIONS FOR THE GENERAL FUND OF THE CITY; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved the 2019-2020 Operating Budget by Ordinance 29-2019 on September 12, 2019 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

**WHEREAS**, the City Council approved a \$750,000 revenue budget for the Street Maintenance Fund and a \$92,173 expenditure budget for the Street Maintenance Fund; and

**WHEREAS**, the Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

**WHEREAS**, the City Manager is submitting the amended budget of expenditures for conducting the affairs of the City for FY 2019-2020 and specifically amending that budget to increase Street maintenance Fund expenditures to a total of \$750,000; and

**WHEREAS**, upon full consideration of the matter, City Council finds that such amendments to the adopted budget as submitted by the City Manager are warranted and in the best interest of the taxpayers of the City of Seagoville and should be approved;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS AND THE CITY CHARTER:**

**SECTION 1.** That the Operating Budget for the City of Seagoville for Fiscal Year beginning October 1, 2019 and ending September 30, 2020 is hereby amended by amending the line item for the Street Maintenance Fund shown on Exhibit A thereto to read as follows:

	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
Street Maintenance Fund	\$ 92,173	\$ 657,827	\$ 750,000

**SECTION 2.** That all provisions of the ordinance of the City of Seagoville in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 27th day of January, 2020.

APPROVED:

\_\_\_\_\_  
DENNIS CHILDRESS MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACSKON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY  
TM113377 012320

**EXHIBIT A  
CITY OF SEAGOVILLE  
2020 BUDGET  
FUND EXPENDITURES**

<b>Description</b>	<b>Amended Amount</b>	<b>Amendment</b>	<b>Amended Amount</b>
General	11,066,463	-	11,066,463
Debt Service	493,364	-	493,364
Water and Sewer Operations	8,607,354	-	8,607,354
Small Grants	1,150	-	1,150
Revenue Recycle	500	-	500
Municipal Court	7,972	-	7,972
Hotel/Motel	30,000	-	30,000
Street Maintenance	92,173	657,827	750,000
Animal Shelter Operations	3,000	-	3,000
Technology Replacement	17,500	-	17,500
TCLEOSE	1,000	-	1,000
2019 Street Projects	4,394,611	-	4,394,611
New Fire Station Construction	985,000	-	985,000
Storm Water	372,660	-	372,660
	<u>26,072,747</u>	<u>657,827</u>	<u>26,730,574</u>

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

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City of Seagoville, Texas, approving the terms and conditions of the Design-Build Contract for the construction of a government building, to wit: Fire Station No. 2, by and between the City of Seagoville (“City”) and Grossman Design Build, LLC, a Texas Limited Liability Company (“GDB”), which is attached hereto as Exhibit “1”, in an amount not to exceed \$1,100,000.00; authorizing the City Manager to execute said contract; providing a repealing clause; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On or about March of 2019, the City obtained property for the construction of a new fire station to be known as Fire Station No. 2. Upon receipt of the bids, the City Council approved a letter of intent in or around November of 2019 from GDB, which provided the City and GDB to work together in good-faith to negotiate a Design-Build Contract. After consideration, Staff is requesting that you approve the terms and conditions of the Design-Build Contract for the Construction of a Government Building, to wit: Fire Station No. 2, which is attached hereto as Exhibit "1", in an amount not to exceed \$1,100,000.00, and to authorize the City Manager to execute the same

### **FINANCIAL IMPACT:**

\$1,100,000

### **RECOMMENDATION:**

The engineering consultant and city staff recommend approval of awarding this bid to Grossman Design Build, LLC. In the amount of \$1,100,000.00.

### **EXHIBITS:**

Resolution  
Design-Build Contract

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_\_ - R - 2020**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE DESIGN-BUILD CONTRACT FOR THE CONSTRUCTION OF A GOVERNMENT BUILDING, TO WIT: FIRE STATION NO. 2, BY AND BETWEEN THE CITY OF SEAGOVILLE ("CITY") AND GROSSMAN DESIGN BUILD, LLC, A TEXAS LIMITED LIABILITY COMPANY ("GDB"), WHICH IS ATTACHED HERETO AS EXHIBIT "1", IN AN AMOUNT NOT TO EXCEED \$1,100,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about March of 2019, the City obtained property for the construction of a new fire station to be known as Fire Station No. 2 (the "Project"); and

**WHEREAS**, upon receipt of the bids, the City Council approved a letter of intent in or around November of 2019 from GDB, which provided the City and GDB to work together in good-faith to negotiate a Design-Build Contract; and

**WHEREAS**, after consideration, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City to approve the terms and conditions of the Design-Build Contract for the Construction of a Government Building, to wit: Fire Station No. 2, which is attached hereto as Exhibit "1", in an amount not to exceed \$1,100,000.00, 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:**

**Section 1.** The City Council hereby approves the terms and conditions of the Design-Build Contract for the Construction of a Government Building, to wit: Fire Station No. 2, by and between the City and GDB, which is attached hereto as Exhibit "1", in an amount not to exceed One Million One Hundred Thousand Dollars and no cents (\$1,100,000.00), and authorizes the City Manager to execute the same.

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

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas this 27<sup>th</sup> day of January, 2020.

**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 Thomas, City Attorney

(/cdb 01/24/2020)

## GROSSMAN DESIGN BUILD

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### DESIGN-BUILD CONTRACT FOR CONSTRUCTION OF A GOVERNMENT BUILDING

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This Design-Build Contract for Construction of City of Seagoville Fire Station Number 2 (“Contract”) is made and entered into by and between Grossman Design Build, LLC, a Texas limited liability company (“GDB”) and City of Seagoville, Texas, a Texas home rule municipality (“Owner”) for good and valuable consideration set forth herein to be effective as of the Effective Date (as defined below).

#### OWNER INFORMATION:

Owner Name: City of Seagoville, Texas

Address: 702 North Highway 175, Seagoville, TX 75159

Phone: 972-287-2050      Email: PStallings@seagoville.us

Project Address: 1189 East Simonds Road, Seagoville, Texas 75159

#### TERMS

1. **Project.** Owner retains GDB for the price set forth herein and GDB agrees for such price to design, build, construct and/or install a new building generally described as City of Seagoville Fire Station No. 2 at the Project Address specified above (the “Project Site”) and as more particularly described in the Project Description attached hereto as **Exhibit A** (the “Project”). Specifically, Owner retains GDB to and GDB agrees to perform the following:

A. **Detailed Design/Construction Documents Services.** GDB shall be responsible for the preparation of any and all drawings, plans, designs, and/or specifications required to build, construct, and/or install the Project, including any architectural and/or engineered plans necessary to obtain all required permits from all applicable authorities ( “Detailed Design Plans”), all of which may be collectively referred to herein as “Design Services”; and

B. **Construction of Project.** GDB will be responsible for furnishing, coordinating, and supervising the performance of all labor, materials, supplies, tools, and equipment required to build, construct and/or install the Project at the Project Site in accordance with the Contract Documents (as defined below) with the exception of any portions or aspects of the Project for which completion by an identified third-party is specified in the Contract Documents (“Construction Work”).

2. **Contract Documents.** The term “Contract Documents” means and includes: (i) this Contract; (ii) **Exhibit A** – Project Description; (ii) **Exhibit B** – any conceptual or preliminary plans, designs or specifications that depict or relate to the Project (“Conceptual Plans”); (iii) **Exhibit C** – Detailed Design Plans; (iv) **Exhibit D** – the Specifications consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Construction Work (Exhibit D may also be included in, or be a part of, Exhibit A); (v) **Exhibit E** – the Schedule of Values; (vi) any change orders, modifications amendments or addenda to the Project or this Contract; (vii) all surveys, geotechnical or subsurface reports, and any other documents that show or relate to property lines or boundaries, locations of easements, and/or locations of utilities at the Project Site; (viii) all other drawings and/or other documents showing the design, location and dimensions of the Project and/or Project site, generally including plans, elevations, sections, details, schedules, designs and diagrams; and (ix) any and all other exhibits referenced in and/or attached to this Contract.

3. **GDB’s Representations.** The intent of the Parties to this Contract is for Owner to require and for GDB to provide complete, correct, and timely execution of the Design Services and the Construction Work. To induce Owner to execute this Contract and recognizing that Owner is relying thereon, GDB, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, makes the following express representations to Owner:

(1) GDB is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice architecture and general contracting by all public entities having jurisdiction over GDB or the Project;

(2) GDB will maintain all necessary licenses, permits or other authorizations necessary to complete the Project until GDB's duties under this Contract have been fully satisfied;

(3) GDB has the expertise, experience, and knowledge as well as the necessary facilities, equipment, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of this Contract;

(4) Prior to the execution of this Contract, GDB has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and GDB has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and GDB accepts the conditions of the Work site and has taken those conditions into account in entering into this Contract;

(5) GDB assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by GDB in connection with the Project; and

(6) In providing Design Services, GDB shall comply with the applicable lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. GDB shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and

operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable codes and standards.

4. **Design of Project.**

A. **Detailed Design/Construction Documents Services.** After review of any Conceptual Plans and meeting with Owner, GDB shall begin preparation of the Detailed Design Plans. The Detailed Design Plans shall include all design documents, architectural drawings, engineered drawings, plans and specifications that describe with specificity all elements, details, components, materials, and all other information necessary for the complete construction of the Project and the rendering of the Project fully operation for its intended purposes, including satisfaction of all permitting, testing, qualifications, and certifications from all applicable regulatory authorities. Once GDB has prepared the Detailed Design Plans, it will submit the Detailed Design Plans to Owner for review. GDB shall obtain Owner's written approval of the Detailed Design Plans prior to the submission of an application or request for any required permits.

B. **Specific Installation or Construction Methods, Materials or Equipment.** Owner shall inform GDB prior to preparation of the Detailed Design Plans of any specific installation or construction methods, materials and/or equipment that Owner requires to be incorporated into or accommodated by the Detailed Design Plans, including but not limited to the size and dimensions of any specific or special equipment, materials or vehicles (including but not limited to fire engines, fire trucks, ambulances, and/or other emergency vehicles) that Owner intends to use, house and/or garage at the Project upon final completion. Further, Owner shall inform GDB prior to preparation of the Detailed Design Plans of any specific requirements of Owner regarding dimensions or features of any parking lots, driveways, entrances/exits, bays/garages and/or the turning radii related to the aforementioned. Owner understands that GDB will rely on all information provided by Owner per this paragraph in designing and developing the Detailed Design Plans, provided the Owner's requirements comply with applicable law and building code(s).

5. **Construction Work.** All Construction Work will be performed by GDB and/or its subcontractors in strict compliance with this Contract and the other Contract Documents. GDB will be responsible for furnishing and coordinating the supervision and performance of all labor, materials, supplies, tools, and equipment required to build, construct and/or install the Project at the Project Site in accordance with the Contract Documents, with the exception of any portions or aspects of the Project for which completion by an identified third-party is specified in the Contract Documents. All work to be performed by an identified third-party shall be specified in Exhibit A by Owner. GDB shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, safety and procedures, and for coordinating all portions of the Construction Work, unless the Contract Documents give other specific instructions concerning these matters. GDB shall perform no portion of Construction Work for which the Contract Documents require a Selection by Owner until Owner has informed GDB in writing of its chosen Selection. GDB shall perform the Construction Work in accordance with applicable laws, rules and regulations and in accordance with and pursuant to the applicable building code(s). GDB shall not be required to perform any additional work or inspections that are outside the scope

of the Contract Documents. In the event Owner causes any work of any kind to be performed by Owner's employees or other third-parties retained by Owner in connection with the Project and/or at the Project Site, GDB does not warrant, and will not repair, insure, or supervise such work provided by such persons or entities (including Separate Contractors, as defined below).

A. Access to Project Site by Owner. During performance of the Construction Work, GDB shall provide Owner (including its Owner's Representative and other designated officers, employees, advisors or consultants) access to the Project Site to review and inspect the Construction Work and progress thereof. However, Owner shall comply with the procedures set forth in paragraph 11 for accessing and scheduling visits to the Project Site.

B. Inspections and Testing. GDB shall be responsible for procuring all tests and inspections required by all applicable governmental or regulatory authorities having jurisdiction over the Project. GDB shall submit the results of all tests or inspections required by applicable laws, rules or regulations to Owner.

(i) Independent Inspections: In addition to any required tests or inspections and to protect the interests of both parties, GDB and Owner agree that GDB will retain the services of independent third parties listed on **Exhibit G** to perform the following inspections at no additional cost to Owner: (i) foundation inspection; (ii) concrete testing; (iii) steel building erecting bolt-up conditions; and (iv) rough-in for electric/HVAC/plumbing. The independent third parties listed on **Exhibit G** may be changed by mutual written agreement of Owner and GDB. GDB shall give Owner timely notice of date, time, and location of the tests and inspections covered by this section 5.B. and Owner and/or Owner's Representative may be present during said tests and inspections.

(ii) Non-Conforming Construction Work: If any inspection determines that Construction Work does not conform to the Contract Documents or is not installed per manufacturer's recommendations, then GDB shall correct such non-conforming Construction Work at no cost to Owner. GDB shall not be entitled to additional contract time on account of any correction work required under this provision.

(iii) Additional or Duplicative Testing by Owner: If Owner desires to have additional or duplicative tests or inspections performed on the Construction Work and/or Project prior to Substantial Completion, Owner shall be responsible for paying and procuring such additional tests or inspections. Prior to scheduling any additional tests or inspections, Owner shall coordinate such tests or inspections with GDB to ensure any additional tests or inspections do not interfere with the performance of the Construction Work.

C. Volatile Organic Compounds. Owner understands and acknowledges that building products commonly used in construction may produce odors, fumes, or out-gassing of volatile organic compounds ("VOCs") during and/or after use, application and/or installation within or on the Project and/or Project Site. TO THE EXTENT, IF ANY,

PERMITTED BY LAW, OWNER SHALL HOLD GDB AND ITS SUBCONTRACTORS HARMLESS AGAINST ANY CLAIMS RELATED TO FUMES, ODORS, OR OUT-GASSING OF VOCs FROM BUILDING PRODUCTS USED OR INCORPORATED INTO THE PROJECT OR PROJECT SITE WHICH ARE NOT PROXIMATELY CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF GDB OR ITS SUBCONTRACTORS. Owner shall notify GDB in writing prior to the commencement of the Construction Work if any official, occupant (intended or otherwise), user, guest or any other person has a known sensitivity, allergy or weakened immune system that may be affected by the use of products that produce or emit VOCs. Owner may specify prior to completion of the Detailed Design Plans low- or no-VOC product as desired, dependent upon availability. Low- or no-VOC products are generally available, if needed, at an additional cost.

D. Record Copy of Contract Documents: GDB shall continuously maintain at the site, for the benefit of Owner, an updated copy of this Contract, including one record copy of the Contract Documents marked to record, on a current basis, changes, selections and modifications made during construction. Additionally, GDB shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Construction Work, or upon the Owner's Representative's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.

E. Procurement and Review of Warranties: GDB shall procure from all Subcontractors and Suppliers and shall transmit to the Owner's Representative, all warranties required by the Contract. GDB shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

F. Procurement of Operations and Maintenance Documentation: GDB shall prepare or procure and shall transmit to the Owner's Representative all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work. GDB shall not be required to author original operations and/or maintenance documentation.

G. As-Built Drawings: GDB shall prepare and provide to the Owner's Representative a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

H. Compliance with Labor Laws: GDB shall assume all labor responsibility for all its employees assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

I. Testing, Inspections, and Approvals: GDB shall be responsible for procuring and successfully passing all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. GDB shall submit

certified results of such tests to Owner. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, GDB shall assume full responsibility therefore, pay all costs in connection therewith and furnish to Owner the required certificates of inspection, testing or approval. Owner shall be responsible for the cost of any tests or inspections required by Owner or Owner's Representative that are duplicative of tests and inspections that GDB previously procured and successfully passed by GDB or tests and inspections that are not required by sound professional practices and by governmental authorities having jurisdiction over the Project.

J. Compliance with Construction Regulations: GDB shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as a consequence of any violation of this provision shall be paid by GDB, and GDB shall fully indemnify and hold Owner harmless from all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations. Such indemnity shall not apply if the violation is proximately caused by a negligent or willful act or omission of Owner, its officers, agents, or employees.

K. Permits, Licenses and Notices: The GDB shall apply and arrange for the issuance of the City of Seagoville building permit(s) required for the Project. All other construction and building permits, licenses, and authorizations necessary for the construction of the Project shall also be secured by GDB. GDB shall notify the Owner's Representative when it has received said permits, licenses, and authorizations, and upon receipt shall supply the Owner's Representative with copies of same. The originals of permits, licenses and authorizations shall be delivered to the Owner's Representative before Final Completion of the Construction Work, and receipt of these documents by Owner before Final Completion shall be a condition precedent to final payment. GDB shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

L. Cleaning the Site: GDB shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, GDB shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with GDB's property therefrom.

M. GDB to Remain an Independent Contractor: In performing both Design Services and Construction Work under this Contract, the relationship between Owner and GDB is that of independent contractor, and the execution of this Contract does not change the independent status of GDB. GDB shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of GDB in the performance of this Contract shall be construed as making GDB the agent, servant or employee of Owner, or making GDB or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Owner provides its employees.

6. **Price for Services.** Owner agrees to pay GDB the lump sum of One Million, One Hundred Thousand and No/100 Dollars (\$1,100,000.00) for the Project (the “Guaranteed Maximum Price” or “GMP”), subject to any adjustments per the terms of the Contract. The GMP shall include Design Services, including preparation of the Detailed Design Plans, and the performance of the Construction Work. The GMP shall be allocated amongst the various aspects, portions and features of the Project as set forth in the Schedule of Values.

7. **Payment of GMP.** Owner shall pay GDB the GMP as follows:

A. **Initial Draw.** Within seven (7) days of the issuance of permits, GDB shall be entitled to and Owner shall pay GDB the sum set forth in the Schedule of Values as the “Initial Draw.” GDB shall use the Initial Draw to obtain any necessary bonds and insurance, mobilization and general condition costs for GDB to perform under this Contract. **THE INITIAL DRAW IS NON-REFUNDABLE, AND OWNER’S OBLIGATION TO PAY THE INITIAL DRAW IS TRIGGERED BY ISSUANCE OF PERMITS.**

B. **Progress Payments.** Subsequent to the Initial Draw and commencing upon approval by Owner of the Detailed Design Plans, Owner shall pay the remainder of the GMP to GDB in monthly progress payments for the Construction Work until the Project is completed, as set forth herein.

C. **Application for Payment.** GDB will submit an application for payment each month until the Project is completed for Construction Work performed within the past thirty (30) day period. On or before the twentieth (20th) day of each month after the Construction Work has commenced, GDB shall submit to Owner an application for payment in accordance with the Schedule of Values based upon a percentage of completion of the Construction Work and materials suitably stored on the Project Site or at other locations agreed upon by Owner and GDB.

D. **Review and Acceptance/Rejection of Application for Payment.** Within ten (10) business days after receipt of each monthly application for payment, Owner shall give written notice to GDB of Owner’s acceptance or rejection, in whole or in part, of such application for payment. If Owner rejects, in whole or in part, an application for payment, Owner shall specify the reason(s) for the rejection. Owner may reject an application for payment, in whole or in part, for any of the following reasons: (i) Construction Work that does not conform to the Contract Documents and is not remedied by GDB; (ii) third-party claims filed against Owner or Owner’s property; (iii) failure of GDB to make payments in a prompt and proper fashion to subcontractors or others for labor, materials, or equipment; (iv) repeated or persistent failure of GDB to carry out the Construction Work in accordance with the Contract Documents; (v) reasonable evidence that the Construction Work cannot be completed for the unpaid balance of the GMP; and/or (vi) reasonable evidence that the Construction Work cannot be completed within the Contract Time and is not due to an Excusable Delay. When any of the above reasons for rejecting an application for payment

is removed, Owner shall make payment for the amounts previously withheld. Owner may not unreasonably withhold payment for any amounts properly due and owing to GDB.

E. Withholding of Payment: Owner shall have the right to contest and refuse to make payment for Construction Work in an amount believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

- (1) the quality of a portion, or all, of GDB's Construction Work not being in accordance with the requirements of this Contract;
- (2) the quantity of GDB's Construction Work not being as represented in GDB's pay request, or otherwise;
- (3) GDB's rate of progress being such that the Project (a) has accumulated thirty (30) days or more of delay which is not Excusable Delay as defined in paragraph 10.H herein or (b) is fifteen (15%) percent or more behind schedule;
- (4) GDB's failure to use Contract funds, previously paid GDB by Owner, to pay GDB's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment suppliers;
- (5) evidence that the balance of the Construction Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (6) claims made, or likely to be made, against Owner or its property regarding, arising from, caused by, or relating to any services or work performed by GDB under the Contract;
- (7) loss or damage caused by GDB; or
- (8) GDB's failure or refusal to perform any of its obligations to Owner.

Further, Owner shall have no obligation to make payment to GDB for Construction Work where the amount for which such payment is requested is in excess of the amount allocated in the Schedule of Values for Construction Work based upon the percentage of completion as of the date of the request for payment, taking all approved change orders and amendments into consideration.

F. Payment Includes Compensation for Management of Project: The Cost of the Construction Work and related services as set forth above and payments made therefor shall be deemed to include sufficient compensation for GDB's management of the Project.

G. Right to Audit: Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by GDB in connection with any request for payment under this Contract. Owner reserves the right to audit, at Owner's election, all of GDB's records and billings relating to the performance of Design Services or Construction Work under this Contract. GDB agrees to retain its Project records for a minimum of three (3) years

following completion of all Services under this Contract. Owner agrees that it will exercise the right to audit only at reasonable hours. City may review any and all of the services performed by Contractor under this Contract. City is granted the right to audit, at City's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this subsection. Owner shall bear the costs and expenses of any audit under this section.

H. Payment for Accepted Application for Payment. Within fifteen (15) days after accepting an application for payment, in whole or in part, Owner shall pay directly to GDB the amount due and owing for which application for payment is made and for which Owner has provided approval, less amounts previously paid by Owner.

I. GDB's Right to Stop Construction Work. If Owner fails to pay GDB any amount which is uncontested under sub-paragraph D or E of this paragraph 7 when such amount becomes due, then GDB may, at any time thereafter, upon serving written notice that the Construction Work will be stopped within seven (7) days after receipt of notice by Owner, and after such seven (7) day period, stop the Construction Work until payment of the amount owing has been received.

J. Interest on Past-Due Amounts. Payments for accepted payment applications due but unpaid bear interest from the date payment is due at the rate set forth in Section 2251.025 of the Texas Government Code, which is presently one percent (1%) and the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. For purposes of Texas Government Code §§ 2251.021 and 2251.025, an application for payment shall constitute an invoice.

K. Retainage. From each progress payment made before Substantial Completion, Owner may retain five percent (5%) of the amount otherwise due.

8. Selections and Allowances. "Selections" are those certain interior and exterior materials, equipment, and/or finish-out items (such as stone color, paint colors, and stain colors) that are submitted to Owner to review and choose the specific interior and exterior finish-out items as set forth in the Contract Documents. GDB shall include an allowance for all required Selections in the GMP ("Allowance"). All Allowances shall be detailed in the Specifications. Unless otherwise provided in the Contract Documents, Allowances for all Selections shall cover the cost to GDB for materials, labor and equipment, all required taxes (if any), costs for unloading and handling at Project Site, installation, overhead and profit. Allowances shall be supplied for such amounts and by such persons or entities as Owner may direct or request, but GDB shall not be required to retain, hire, employ and/or contract with such persons or entities to whom GDB has reasonable objection.

A. Selection Greater or Less than Allowance. Whenever the actual cost of a Selection is greater than or less than the value allocated for the Allowance of that Selection, the GMP shall be adjusted by Change Order in accordance with this Contract.

B. Time Period for Owner to make Selections. Within fifteen (15) days after GDB submits a Selection to Owner, Owner shall notify GDB in writing of its chosen Selection. GDB shall perform no portion of Construction Work for which the Contract Documents require a Selection by Owner until Owner has informed GDB in writing of its chosen Selection.

C. Products of Nature. It is understood by Owner that some finished products of nature, including but not limited to granite, stone, and/or wood products, may be used in the Project and may be a Selection that Owner chooses. Owner understands that such products of nature may contain variations and irregularities that make the products unique. GDB will use reasonable efforts in maintaining consistency of such products, including any subject to a Selection, but GDB does not promise or warrant any consistency or uniformity.

9. Permits. GDB shall include in the GMP an allowance for all permits and fees required for the Project. GDB shall pay the fees for and procure all required permits applicable to the Project and performance of the Construction Work.

10. Contract Time. The term “Contract Time” shall mean the period of time from the Effective Date until achievement of Final Completion of the Project.

A. Design Services. GDB shall have completed the Design Services, including production of the Detailed Design Plans, within seventy-five (75) days of the Effective Date.

B. Construction Work. Owner shall issue a written notice to GDB confirming the approval the Detailed Design Plans. Upon receipt of said notice, GDB shall promptly proceed with submission of applications for all necessary permits from the applicable regulatory authorities. GDB shall promptly notify owner when all necessary permits have been issued by the proper authorities and thereafter Owner shall issue a notice to proceed with Construction Work directing GDB to proceed with the Work on the date indicated on the notice (“Commencement of Construction Work”). The notice to proceed with Construction Work shall be issued at least five (5) days prior to the Commencement Date. GDB shall begin the Construction Work on the date set forth as the Commencement of Construction Work. Substantial Completion of the Project will be achieved within three hundred (300) days from Commencement of Construction Work (“Substantial Completion”). The Construction Work shall be finally complete within forty-five (45) days after the date of Substantial Completion (“Final Completion”).

C. Determination of Substantial Completion. “Substantial Completion” shall mean the stage in the progression of the Construction Work when the Construction Work is sufficiently complete in accordance with the Contract Documents that Owner can enjoy beneficial use or occupancy of the Project, even though minor miscellaneous items, work and/or adjustment may be required. When GDB believes that the Construction Work is substantially complete, GDB shall notify Owner in writing. GDB, Owner, and Owner’s Representative shall perform an inspection of the Project to determine whether the Construction Work is substantially complete.

D. Walk-Through; Punch List. Once Substantial Completion has been achieved, Owner, Owner's Representative, and GDB shall walk-through the Project and create a punch list that specifies the items needed to be completed in order to achieve Final Completion (the "Punch List"). Any items not included in the Punch List will not be determinative as to whether Final Completion has been achieved.

E. Certificate of Substantial Completion. Once the Project is substantially complete as determined by Owner, Owner's Representative, and GDB, Owner, Owner's Representative, and GDB shall each sign a Certificate of Substantial Completion in the form set out in **Exhibit F**. The Certificate of Substantial Completion shall also include the Punch List. Upon execution of a Certificate of Substantial Completion: (i) GDB will cancel its Builder Risk Insurance, and Owner shall put in place its own insurance coverage for the Project; (ii) utilities, if any, operated and maintained by GDB will be cancelled, and Owner shall have the sole responsibility for arranging for utilities for the Project and Project site; and (iii) any warranty provided in this Contract shall commence on the date of Substantial Completion, and all time limits related to same shall begin to run on the date of Substantial Completion.

F. Payment upon Substantial Completion. Upon Substantial Completion of the Construction Work and provided there are no outstanding liens or claims made with regard to the Project or the Construction Work at the time of Substantial Completion, Owner shall, within thirty (30) days of submission by GDB of an invoice following execution of the Certificate of Substantial Completion, pay GDB all sums due GDB for the Construction Work excepting retainages which shall be withheld until Final Completion.

G. Final Completion. Final Completion of the Project shall be achieved when all items on the Punch List have been completed and/or addressed, and the Construction Work is fully and finally complete. When GDB believes it has reached Final Completion, GDB shall notify Owner and Owner's Representative. Owner, Owner's Representative and GDB shall perform a final walk-through inspection of the Project to determine whether the items in Punch List have been completed and/or corrected. When Owner, Owner's Representative, and GDB mutually agree that the Punch List has been completed, then the Project shall be finally and fully completed. Within thirty (30) days of GDB's submission of a final invoice after the date of Final Completion, Owner shall issue final payment of all outstanding funds and retainage owed to GDB, provided there are no outstanding liens or claims filed at the time of Final Completion with regard to the Project or the Construction Work.

H. Delays and Extensions of Time. When, without cause, in whole or in part, by an act or omission of GDB, GDB is delayed at any time in the commencement or progress of the Construction Work by: (i) any act or omission of Owner, or any agent, representative, consultant and/or separate contractor of Owner; (ii) work performed by Owner's own work forces and/or separate contractors; (iii) changes, modifications, and/or alterations in the Conceptual Plans, Detailed Design Plans, and/or Construction Work requested by Owner or Owner's Representative and not necessitated in whole or in part through fault, in whole or in part, of GDB; (iv) fire, acts of God, unusual delay in deliveries not the fault of GDB

or unavoidable accidents;(v) adverse weather conditions in excess of twenty (20) days for achievement of Substantial Completion which prevent and/or do not permit safe and proper performance of the Work; (vi) Owner's failure to timely make any selections required by the Contract Documents; and/or (vii) delay authorized by Owner due to dispute resolution between GDB and Owner or other causes that Owner's Representative determines (a) was not due to fault, failure or omission of GDB and (b) created a delay which should entitle GDB to a reasonable extension of the Contract ("Excusable Delay"), then GDB shall be entitled to a reasonable extension of the Contract Time commensurate with the Excusable Delay. GDB and Owner shall work to mutually agree upon an acceptable extension of the Contract Time due to an Excusable Delay. Owner shall have no rights to withhold any payment or terminate this Contract due to Excusable Delay.

I. Liquidated Damages for Delay in Substantial Completion. GDB shall pay Owner the sum of three hundred (\$300.00) dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the scheduled completion date. Any sums due and payable hereunder by GDB shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Contract. Liquidated damages shall apply regardless of whether GDB has been terminated by Owner prior to Substantial Completion when the termination was for cause. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in GDB's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to GDB an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when GDB overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to GDB those funds withheld but no longer applicable as liquidated damages.

J. Liquidated Damages for Delay in Final Completion. If GDB fails to achieve Final Completion within forty-five (45) calendar days after the date of Substantial Completion, GDB shall pay Owner the sum of three hundred (\$300.00) dollars per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date established herein for Final Completion of the Work. Any sums due and payable hereunder by GDB shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Contract. Liquidated damages shall apply regardless of whether GDB has been terminated by Owner prior to Final Completion when such termination was for cause. Such liquidated damages shall be in addition to and not in preclusion of recovery of actual damages resulting from other defects in GDB's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to GDB an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when GDB overcomes the delay in achieving Final Completion or any part thereof for which Owner has withheld

payment, Owner shall promptly release to GDB those funds withheld but no longer applicable as liquidated damages.

K. Time is of the Essence. All limitations of time set forth in this Contract are material and time is of the essence of the Contract.

11. **Change Orders.** A “Change Order” is a written document signed by Owner or Owner’s Representative and GDB after the Effective Date of this Contract indicating a change in the scope of the Construction Work, Contract Price, and/or Contract Time. Any alterations or deviations to the Contract Documents that affect, impact, or any way alter any labor or materials budgeted, scheduled, ordered and/or installed for the Project shall require a Change Order. Any alterations or deviations from the Contract Documents that affect the Contract Price (whether an increase or decrease) or the Contract Time shall require a Change Order. Every Change Order shall detail: (i) the change in the scope of the Construction Work; (ii) the change, if any, to the Contract Price; and (iii) the change, if any, to the Contract Time. GDB SHALL NOT BE OBLIGATED TO PERFORM CHANGES IN THE CONSTRUCTION WORK UNTIL A CHANGE ORDER REFLECTING THE WORK HAS BEEN EXECUTED BY OWNER OR OWNER’S REPRESENTATIVE.

A. Determination of Change of Contract Price due to Change Order. An increase or decrease in the Contract Price, if any, resulting from a Change Order requiring a change in the Construction Work shall be determined by one of the following methods: (i) a mutually accepted, itemized lump sum; or (ii) if Owner or Owner’s Representative and GDB cannot agree upon a mutually acceptable itemized lump sum, then the actual/estimated cost of the Construction Work plus fifteen percent (15%) for overhead and profit.

B. Determination of Change of Contract Time due to Change Order. An increase or decrease in the Contract Time, if any, resulting from a Change Order requiring a change in the Construction Work shall be determined by one of the following methods: (i) a mutually accepted specified period of time (measured in days); or (ii) if Owner or Owner’s Representative and GDB cannot agree upon a mutually acceptable period of time, by Owner or Owner’s Representative, reserving a right to GDB at Substantial Completion to object thereto and have the objection determined by a neutral, independent third party selected by Owner, Owner’s Representative and GDB to determine a practical and reasonable increase or decrease in the Contract Time.

12. **Project Site; Safety and Clean Up.**

A. Project Site; Compliance with Laws. GDB shall, at all times, comply with applicable laws, rules and regulations. GDB shall confine operations at the Project Site to areas permitted by applicable laws, rules and regulations, and GDB shall not unreasonably encumber the site with materials or equipment. Further, with the exception of Owner’s Representative, Owner shall prevent any of its officials, public servants, employees, civil servants, agents and representatives from visiting the Project Site unescorted and without a prior scheduled visit, as set forth below.

B. Safety and Visits to Project Site. Owner understands and acknowledges that the Project Site constitutes a potentially hazardous and dangerous construction zone. Owner understands that GDB may implement various features to maintain safety and security, which may include fencing, gates and/or security cameras. GDB will be responsible for all measures necessary to protect the Project Site. For safety reasons, and to protect the integrity of the Project Site, with the exception of visits by Owner's Representative, no unauthorized and/or unscheduled visits to or tours of the Project Site shall be permitted during the term of this Contract. Owner must provide GDB at least six (6) hours' notice in writing to arrange for a Project site visit. , Owner, Owner's Representative,, and Owner's agents, employees, guests and/or invitees must, at all times on the Project Site, be accompanied by GDB's Project superintendent or manager, and shall wear personal protective equipment provided by GDB, including hard hats, safety glasses or goggles, and safety vests. Owner or Owner's Representative shall coordinate and schedule all visits with GDB prior to visiting the Project site. All visitors to the Project Site shall follow all safety instructions provided by GDB and shall not interfere with any safety and security measures or features implemented by GDB.

C. Clean Up. GDB shall regularly remove debris, garbage and waste materials at the Project Site resulting from the Construction Work. At the completion of the Construction Work, GDB shall remove from the Project Site all construction equipment, tools, surplus materials, waste materials and debris.

D. Vegetation at Project Site. Owner understands, acknowledges and agrees that the Construction Work on the Project Site can cause stress to existing paving, vegetation, trees and plants on the Project Site and can cause damage to existing property. OWNER RELEASES GDB FROM ANY CLAIMS AND/OR DAMAGES OF ANY KIND RELATING TO ANY EXISTING PROPERTY, PAVING, VEGETATION, LAWNS, TREES, SHRUBS, PLANTS AND FLOWERS ON OR AT THE PROJECT SITE THAT MAY BE DAMAGED OR DESTROYED BY GDB OR ITS SUBCONTRACTORS PERFORMANCE OF CONSTRUCTION, WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE. GDB will restore the Project Site to a clean appearance upon completion of the Project.

E. Soil Maintenance. Soils in Texas vary greatly. Cracks can appear in all concrete foundations and concrete paving to varying degrees as a result of the concrete curing process and in the movement of the concrete as caused by seasonal movement of the soil. During Construction Work, GDB will keep moisture levels consistent around the Project's foundation and in the soils beneath it, to keep soils watered during dry periods, to keep gutter and downspouts and splash blocks in good condition, to use caution when landscaping around the Project's perimeter, and to maintain proper drainage around the Project's perimeter. Upon achievement of Substantial Completion, Owner shall be solely responsible for the maintenance of the foundation, all concrete paving and surfaces, the soil, all gutters, downspouts and splash block, landscaping and the Project's perimeter.

13. **Project Manager/Superintendent; Authorized Representatives of GDB.** GDB shall employ a competent project manager and superintendent to perform the on-site management of the Construction Work at the Project Site. The project manager and superintendent do not have authority to bind GDB with respect to changes to any plans, designs, or specifications, pricing, or the scope of work contemplated by the Contract Documents. Only the following individuals have authority to act on behalf of and bind GDB: (i) Gary Grossman; (ii) Eric Grossman; or (iii) Brian Grossman, any one of which may act on behalf of and bind GDB

14. **Owner Representations, Warranties and Responsibilities.** Owner makes the following representations and assumes the following responsibilities, upon which GDB will reasonably rely:

A. **Ownership of Project Site.** Owner represents and warrants that: (i) Owner is the record owner of the real property on which the Project is to be constructed; (ii) entering into this Contract does not violate the rights, title or interest of any third party claiming an interest in or to the Project Site; and (iii) GDB's performance of the Work will not interfere with or violate the rights, title or interest of any third party claiming an interest in or to the Project site;

B. **Solvency.** Owner has not filed for bankruptcy at the time Owner signed this Contract, and Owner is not insolvent;

C. **Evidence of Financing.** Within ten (10) days of the Effective Date of this Contract, Owner shall provide GDB with evidence of financing for or ability to fund the Project. Receipt of evidence of Project financing or funding ability shall be a condition precedent to GDB commencing or continuing the Work. Owner shall be notified immediately of any material change in Project financing;

D. **Project Site Information & Existing Conditions.** Owner shall provide GDB, to the extent Owner has obtained or is otherwise required in the Contract Documents, information describing the physical characteristics of the site, including surveys, site elevations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports and investigations, as well as any tests, inspections or other reports dealing with environmental matters, hazardous materials, or other existing conditions on or affecting the Project site. GDB may rely on any information provided by Owner and any Owner's statements regarding the location of all existing conditions, environmental matters, underground utilities, septic tanks, dry wells, drain fields, easements, and property boundaries. Owner understands that the failure to disclose the aforementioned information prior to execution of this Contract may result in either an increase in the Contract Price and/or Contract Time or termination of this Contract; and

E. **GDB's Subcontractors and Suppliers.** GDB shall be solely responsible for the supervision of all of GDB's subcontractors and suppliers. Owner shall not issue instructions to said subcontractors and suppliers, and Owner shall not otherwise interfere with said subcontractors and suppliers. Owner agrees not to hire subcontractors (or their employees) used by GDB to do any additional or extra work or services, whether related to the Project or not, after the Effective Date and prior to Final Completion of the Project.

Further, Owner shall within the same time period refrain from referring subcontractors (or their employees) used by GDB to friends, family, neighbors or anyone else for other jobs without the prior written consent of GDB prior to Final Completion of the Project.

15. **Project Documentation.** GDB shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than three (3) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice. All Project Records which are in the possession of GDB or GDBs Subcontractors shall be made available to Owner for inspection and copying upon Owner's request during regular business hours, with Owner to pay the reasonable cost of copying thereof. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, with Owner to pay the reasonable cost of copying thereof. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to GDB.

16. **Ownership of Documents.** All documents furnished or created by GDB in performing the Design Services, shall immediately become the property of Owner upon payment by Owner to GDB of the progress payment covering the time period during which the specific documents were created by GDB. Any other Drawings, Specifications, and other documents related in any way to the Project and all copies thereof created or furnished by the GDB in preparation for or in the scope of the Project shall become the property of the Owner upon payment by Owner to GDB of the progress payment covering the time period during which the specific documents were generated. At Substantial Completion of the Construction Work, if not sooner in accordance with the terms of this section 15, all documents furnished or created by GDB in performance of the Design Services and/or Construction Work shall immediately become and be the sole property of the Owner. Any documents furnished by Owner shall remain the property of Owner. GDB may be permitted to retain copies of any of these documents for its records, provided, however, that GDB may not use or permit to be used any portion or all of such documents on other projects without Owner's prior written authorization.

17. **Owner's Representative.** Owner designates Alan B. LaFon, LEED, AP, with Halff Associates, Inc. (email: aLafon@Halff.com; telephone: 214-217-6404; mailing address: Halff Associates, Inc., 1201 N. Bowser Road, Richardson, Texas 75081-2275) as its authorized representative required under Texas Government Code section 2269.305. Mr. LaFon shall serve as Owner's authorized Owner's Representative during the Design Services and Construction Work for the duration of the Project ("Owner's Representative"). Owner may, at any time during the term of the Contract, designate an additional or substitute Owner's Representative upon providing GDB with written notice thereof. The term "Owner's Representative" shall include any additional or substitute Owner's Representatives as provided for herein. The Owner's Representative shall be solely responsible on Owner's behalf for all communications, whether verbally, in writing, in person or otherwise, with GDB, its project manager, and/or superintendent. Owner agrees that, except in instances for which Owner's consent in addition to that of the Owner's Representative is expressly required by the Contract Documents, Owner's Representative shall have the authority to unilaterally make selections, authorize payments, authorize and make Change Orders, and generally make binding decisions for Owner related to the Project. Owner agrees that only the

Owner's Representative will be authorized to dictate the performance of the Work or any materials or labor needed to complete the Work. Owner understands, acknowledges and agrees that GDB will, in accordance with the terms of this section 17, rely on any selections, decisions, choices, directions, and/or instructions provided by the Owner's Representative, and that GDB will, in accordance with the terms of this section 17, neither be responsible nor liable for any selections, decisions, choices, directions, and/or instructions provided by the Owner's Representative.

18. **Separate Contractors.** If Owner uses other contractors, subcontractors, suppliers, laborers, architects, engineers, and others employed directly or indirectly by the aforementioned ("Separate Contractors"), per separate contracts between Owner and such Separate Contractor, in any way related to the Project or the Construction Work, then Owner shall promptly notify GDB in writing any time that Owner enters into a separate contract with a Separate Contractor to perform any work in connection with the Project. Every notification required herein shall include the identity and contact information for the Separate Contractor, a detailed description of the work to be performed by the Separate Contractor, and a timeline as to when the Separate Contractor is to perform its work. The Owner shall provide, or require the Separate Contractor to provide, an insurance certificate to GDB with GDB listed as an additional insured. GDB shall reasonably cooperate with any Separate Contractors. Owner, GDB, and Separate Contractors shall reasonably coordinate construction schedules to minimize delays in the Contract Time, to the extent practical.

A. **GDB Not Liable.** In any instance in which Owner's retention of a Separate Contractor to perform work on the Project is not due, in whole or in part, to fault on the part of GDB, GDB (a) will not be responsible or liable for any work of any kind, performed or services provided by a Separate Contractor, (2) will not be obligated to correct any design or construction defect caused by such Separate Contractor; (3) will not be responsible or liable for any damages or defects caused to the Project or the Construction Work by a Separate Contractor; and (4). will not be responsible or liable for a Separate Contractor's failure to clean-up and/or remove garbage, debris, rubbish, tools, equipment and/or machinery left by a Separate Contractor. GDB does not warrant any work or services provided and/or performed by a Separate Contractor, and/or any damage or defect caused by a Separate Contractor. **THE WARRANTY PROVIDED IN THIS CONTRACT EXPRESSLY EXCLUDES ANY WORK, SERVICES, DAMAGES AND/OR DEFECT PROVIDED, PERFORMED AND/OR CAUSED BY A SEPARATE CONTRACTOR.**

B. **Damage to the Construction Work.** The Owner shall promptly remedy any damage caused by a Separate Contractor to completed or partially completed construction or to the property of GDB.

19. **Bonds and Insurance.**

A. **GDB Insurance.** GDB will procure and maintain until Substantial Completion (unless otherwise noted) the insurance coverages in the amounts specified below with a company(s) authorized to do business in the State of Texas and otherwise acceptable to Owner. GDB shall cause Owner to be listed on all certificates as an additional insured, and GDB shall provide evidence to Owner of GDB's compliance with this paragraph prior to Commencement of Construction Work.

- (i) Builder's Risk – 100% of GMP;
- (ii) Employers' Liability Insurance:
  - (a) \$1,000,000.00 – bodily injury by accident per accident;
  - (b) \$1,000,000.00 – bodily injury by disease policy limit;
  - (c) \$1,000,000.00 – bodily injury by disease per employee;
- (iii) Business Automobile Liability Insurance - \$1,000,000.00 combined single limit per accident;
- (iv) Commercial General Liability Insurance:
  - (a) \$1,000,000.00 – each occurrence;
  - (b) Damage to rented premises \$50,000.00 each occurrence;
  - (c) \$2,000,000.00 – general aggregate;
  - (d) \$2,000,000.00 – products/completed operations aggregate (shall be maintained for one (1) year after Substantial Completion);
  - (e) \$1,000,000.00 – personal and advertising injury limit;
- (v) Umbrella Liability:
  - (a) \$1,000,000.00 – each occurrence;
  - (b) \$1,000,000.00 – aggregate.

B. Liability Notwithstanding Insurance. Approval, disapproval, or failure to act by Owner regarding any insurance supplied by GDB shall not relieve GDB of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Owner and GDB agree to reasonably cooperate with each other and with GDB's insurer in processing of any claim submitted under any policy of insurance required by the Contract and covering Owner, GDB, and/or the Project. The bankruptcy or insolvency of GDB's insurer or any denial of liability by GDB's insurer shall **NOT** exonerate GDB from the liability or responsibility of GDB as set forth in this Contract. .

C. Bonds. GDB shall procure performance and payment bonds issued by a surety licensed or otherwise authorized to conduct an insurance business in the State of Texas and licenses to issue surety bonds in the State of Texas and otherwise acceptable to Owner, and such bonds shall be issued in the penal sum equal to the GMP. The bonds shall conform to the requirements of Chapter 2253, Texas Government Code, as amended, and Section 3503.003 of the Texas Insurance Code, as amended. The bonds shall be written on forms approved for use by Owner.

20. Casualty Loss. Notwithstanding progress payments made by Owner under this Contract, title to Construction Work under this Contract does not pass to Owner until Substantial Completion of the Project, at which point title to all Construction Work is deemed to pass immediately to Owner. The risk of loss regarding completed Construction Work that is paid for by Owner prior to Substantial Completion remains with GDB. If any part of the Project or Project Site is damaged or destroyed by fire or other casualty loss after the Effective Date and prior to Substantial Completion, Owner shall remain obligated to pay GDB for all Construction Work performed and materials supplied, as well as GDB's fee proportionate to Construction Work performed. GDB shall have no liability to Owner for any delay resulting from a casualty loss not proximately caused by an act or omission of GDB.

21. **Owner's Reviews, Inspections, Approvals, and Payments Not a Waiver:** Owner's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by GDB shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of the Construction Work or documents shall relieve GDB of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve GDB of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and GDB expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

22. **Waiver of Consequential Damages.** Owner and GDB agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Contract, including but not limited to (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (ii) damages incurred by GDB for overhead expenses including the compensation of personnel in GDB's principal office, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from this Contract.

23. **GENERAL INDEMNITY OF GDB.** TO ANY EXTENT PERMITTED BY LAW AND EXPRESSLY SUBJECT TO AND WITHOUT WAIVING OWNER'S GOVERNMENTAL IMMUNITY AND ANY OTHER IMMUNITIES AND DEFENSES AVAILABLE TO IT AND ITS OFFICERS, AGENTS, AND EMPLOYEES UNDER THE LAW AND FURTHER TO THE EXTENT THAT THE VALIDITY OF THIS CONTRACT IS NOT ADVERSELY AFFECTED, OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD GDB, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT ARISE SOLELY OUT OF: (I) OWNER'S POSSESSION, USE AND OPERATION OF PROJECT UPON FINAL COMPLETION; (II) ANY INJURIES TO PROPERTY OR PERSON SUSTAINED DUE TO OWNER OR ITS AUTHORIZED DESIGNEES VISITING THE PROJECT SITE PRIOR TO FINAL COMPLETION OF THE PROJECT WHEN GDB COMPLIED WITH SAFETY AND SECURITY REQUIREMENTS SET FORTH IN THE CONTRACT DOCUMENTS OR REQUIRED BY LAW; (III) OWNER'S OR OWNER'S DESIGNEE'S DISREGARD FOR SAFETY AND SECURITY MEASURES AND/OR FEATURES IMPLEMENTED AND/OR INSTALLED BY GDB ON THE PROJECT SITE DURING THE CONSTRUCTION WORK; AND (IV) NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF THE OWNER. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR

**OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

24. **GENERAL INDEMNITY OF OWNER BY GDB:** GDB AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY GDB'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF GDB, ITS OFFICERS, AGENTS, OR EMPLOYEES, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF GDB AND OWNER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY OR OTHER IMMUNITY OR DEFENSE AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

25. **Warranty.** GDB warrants to Owner that all materials and equipment furnished under this Contract will be of good quality and new, unless the Contract Documents require or permit otherwise and that the Construction Work will be of high quality, free from faults and defects in strict conformance with the Contract Documents. GDB further warrants that the labor furnished to perform the Construction Work will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only workmanlike results in strict compliance with the Contract. This Warranty excludes any remedy for damage or defect caused by abuse of third parties not under contract with or control of GDB, alterations to the Construction Work not executed by GDB or its subcontractors, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

A. **Warranty Time Period.** The warranty provided herein shall commence on the date of Substantial Completion and continue in effect for one (1) year from the date of Substantial Completion.

B. **Corrections within Warranty Time Period.** If any defective or non-conforming Construction Work is found, Owner shall promptly notify GDB in writing. Unless Owner provides written acceptance of the condition, GDB shall promptly correct the defective or non-conforming Construction Work at its own cost and time. If Owner discover defective or non-conforming Construction Work and does not promptly notify GDB or give GDB an

opportunity to inspect, test, or correct defective or non-conforming Construction Work, Owner waives GDB's obligation to correct the defective or non-conforming Construction Work as well as Owner's right to claim a breach of the warranty.

C. Limitation of Warranty. **OWNER UNDERSTANDS AND ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THE WARRANTY PROVIDED HEREIN IS THE REPAIR AND/OR REPLACEMENT OF ANY DEFECTIVE OR NON-CONFORMING CONSTRUCTION WORK.**

26. **Dispute Resolution.** Owner and GDB agree that, in the event of a dispute or controversy should arise between the parties in the performance, interpretation, or application of this Contract or the Contract Documents, they shall attempt to resolve such dispute or controversy pursuant to the following provision:

A. The parties shall first be required to make a good faith effort to informally resolve the dispute or controversy. A "good faith effort" includes but is not limited to meeting in person, face-to-face, to discuss the cause of the dispute or controversy and attempt to resolve or address the matter. Further, a "good faith effort" shall also require a person(s) with authority to fully and finally resolve the dispute or controversy, or to make a recommendation regarding such to the governing body of the City of Seagoville as may be applicable, to attend and participate in any such meeting. Such good faith efforts shall continue for a period not to exceed thirty (30) days.

B. In the event the parties' good faith efforts fail to resolve the dispute or controversy, the parties agree to attend mediation with a neutral, third-party mediator who is licensed as an attorney in the State of Texas. The parties shall agree upon the mediator. Each party shall pay one-half of the fee charged for the mediator's time. Each party shall bear its own costs, including attorneys' fees, incurred in connection with the mediation. Mediation is non-binding, and the mediator does not have any authority to render a judgment, enter a decision, or otherwise bind the Parties to a conclusion, resolution, or settlement to which the Parties do not voluntarily and willingly agree.

C. The parties shall submit the dispute to mediation as soon as practical and in no event later than ninety (90) days after GDB's and/or Owner's written notice on the matter which remains unresolved.

D. In the event the parties do not resolve their disputes at mediation, the parties may seek relief from an appropriate State court in Dallas County, Texas or in the county in which the Project site is located within the State of Texas. **IT IS A CONDITION PRECEDENT TO FILING A LAWSUIT THAT THE PARTIES ATTEND MEDIATION. WITH REGARD TO THE DISPUTE WHICH FORMS THE BASIS OF THE LAWSUIT IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 26.** If a party files a lawsuit, takes legal action, or seeks equitable relief concerning this Contract, the Project and/or the Work without first attending mediation or attempting in good faith to arrange for the mediation session to take place with regard to the dispute which forms the basis of the lawsuit, the Parties agree that such suit may be dismissed without prejudice to the

refiling thereof and that the filing party shall be liable for the other party's reasonable and necessary attorneys' fees and costs incurred in filing the appropriate motion to dismiss the case in accordance with the Parties' agreement set forth in this Section 26.

26. **Termination of Contract.** Owner and GDB shall each have the right to terminate this Contract prior to Final Completion of the Project for an uncured breach or default under the Contract Documents, after provision of written notice of said breach or default and no less than ten (10) days opportunity for cure of the same.

27. **Notice.** All notices or any other communications required under this Contract may be effected either by (1) personal delivery in writing, (2) U.S. mail, postage prepaid for certified mail delivery with a return receipt requested, or by (3) electronic mail ("e-mail") with notifications or receipts required evidencing the fact, date, and time of delivery and of reading of such e-mail communications. Absent such delivery and read receipts, e-mail delivery shall not be effective provision of notice hereunder. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its mail and/or e-mail address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after date of mailing.

**If to GDB:**

Grossman Design Build  
ATTN: Brian Grossman or  
Eric Grossman  
911 East Broad Street, Suite 120  
Mansfield, Texas 76063  
brian@grossmandesignbuild.com

**If to Owner:**

City of Seagoville  
ATTN: Patrick Stallings, City Mngr  
702 N. Hwy. 175  
Seagoville, Texas 75159  
PStallings@seagoville.us

**with a copy to:**

Victoria W. Thomas, City Atty  
Nichols, Jackson, Dillard, Hager &  
Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
vthomas@njdhs.com

28. **Advertising.** Owner will allow GDB's job sign to be placed at the Project Site during construction and for three (3) weeks after completion of the Project. Owner shall allow GDB to take photographs of the Project and Project Site before, during and after commencement of the Construction Work. No information relative to the details of the Design Services or the Construction Work, including any photographs of the Project and/or Project Site, shall be released by GDB, either before, during, or after completion of the Project, for publication, advertising, or any commercial purposes without Owner's prior written consent.

29. **Effective Date.** The “Effective Date” of this Contract shall be the last date on which both GDB and Owner have executed this Contract.
30. **Nondiscrimination.** GDB shall not discriminate in any way against any person, employee, or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. GDB shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.
31. **Governing Law; Venue.** This Contract shall be governed exclusively by and construed in accordance with the laws and court decisions of the State of Texas without regard to conflict of law or choice of law principles of Texas or of any other state. This Contract is performable in whole or in part in Seagoville, Dallas County, Texas and the parties agree that exclusive venue for the enforcement of rights and legal obligations under this Contract and/or the Contract Documents is in Dallas County and by executing this Contract agree to submit to the jurisdiction of the Courts of Dallas County.
32. **Entire Agreement.** This Contract supersedes all other and/or prior agreements, either oral or written, between the parties to this Contract, with respect to the matters and Project covered by this Contract. This Contract, together with the other Contract Documents, contains the entire understanding and agreement of the Parties and all of the covenants and agreements between the Parties with respect to such matters.
33. **Amendments.** This Contract shall not be amended, modified, or altered in any manner except in writing signed by both Parties.
34. **Assignment.** Neither GDB nor Owner may not assign or transfer this Contract or any of the rights, duties and obligations set forth herein, without the prior written consent of the other Party.
35. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the Parties to this Contract and their respective successors and permitted assigns.
36. **Severability.** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, as if this Contract had been executed without any such invalid provision having been included, unless to do so would cause this Contract to fail of its essential purposes.
37. **Counterparts.** This Contract may be executed in several identical counterparts, each of which, for all purposes is to be deemed an original, and all of which constitute, collectively, one agreement. It shall be necessary to account for only one such counterpart in proving this Contract.
38. **Construction of Contract.** GDB and Owner acknowledge the parties and their counsel have reviewed and revised this Contract, or had the opportunity to review and revise this Contract, and that the normal rule of construction to the effect that any ambiguities are to be resolved against

the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**IN WITNESSS WHEREOF**, GDB and Owner have executed this Contract to be effective as of the Effective Date.

**GROSSMAN DESIGN BUILD, LLC**  
**a Texas limited liability company**

By: \_\_\_\_\_  
Name: Brian Grossman  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Name: Patrick Stallings  
Title: City Manager  
Date: \_\_\_\_\_

## EXHIBIT A

### PROJECT DESCRIPTION



1003 East Broad St. #107 • Mansfield TX 76063 • 817-454-0898

#### Exhibit A- Project Specifications and Guaranteed Maximum Price

January 15, 2020

City of Seagoville Fire Department

City Manager: Pat Stallings

Fire Chief: Todd Gilcrease

702 N. U.S. Highway 175

Seagoville, TX 75159

Project Address: City of Seagoville Fire Department Station #2 located at 1189 E.

Simmons Rd. Seagoville, TX 75159

Mr. Stallings and Chief Gilcrease, based on our discussions and meeting Oct. 24<sup>th</sup>, we propose the following GMP based on the project specifications below and the design build method of construction;

#### Pre-Construction Costs

- Architectural Plans
- Soil Test/Soil Report
- Foundation Engineering
- Structural Engineering
- MEP Engineering
- Energy Engineering
- ADA Registration
- Erosion Control Plan
- Civil Engineering, no detention pond/off-site utility plans
- Surveying and Staking
- Contract/Attorney Fees
- Printing Costs
- Performance and Payment Bonds at 100% of Total Job Costs\*
- Builder's Risk, Worker's Comp Insurance
- General Liability naming Seagoville FD as an additional insured

**\$96,000.00\* TOTAL ESTIMATED COSTS**

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\*No city fees such as permit/taps, etc. are included as the costs are TBD. When determined, Seagoville FD will pay them at direct cost to city of Seagoville. The bonds are calculated at roughly 3% of overall job cost and are included in the above pricing.

### **Construction Costs**

- Underground Conduits for Service/Sleeves, under drives for future need
- Erosion Control Installation
- **Lab Test Pad/Compaction Tests on slab and sub-grade prep.**
- **Lab Tests Concrete Strength**
- Third Party Inspections on Structural Steel Building
- Dumpster
- Port-o-let
- **All utilities brought within 50' of building by city of Seagoville**
- Temporary Fencing/ Job Security Cameras, monitored during non-working hours
- Job Site Storage Container to secure materials
- Tree/Lot Clearing of pad site and drives only, rest of property to remain as is
- **Assuming Chemical Injections in soil for pad prep**
- Pad prep, assumes 12"-18" of select fill and compaction only for pad site **(if soils testing/report requires additional pad prep, this will be addressed as a change order)**
- Foundation M & L- assumes 16 piers at 18" diameter, 12' deep, slab on grade with beams at 12" wide x 30" deep, 4" thick living quarters, 8" thick bay area **(if soils testing/report requires additional foundation work, this will be addressed as a change order)**
- Structural Steel Building, R- Panel roof (color TBD), Horizontal, reverse R- Panel wainscot on sides, prep for full frontal masonry, gutters, downspouts, trim (colors TBD) full metal across back of building, no stone/brick, awnings over bays, entry, back door and porch
- Anchor Bolts
- Steel Building Labor Erecting, complete shell, roughly 20' tall on front pitching back, roughly 14' on front of living quarters pitching back with 2' overhang all around and metal soffit
- Extend wall on side of building to create a blind on left rear of building for the patio not to be seen from the road. Metal panel exterior/interior of wall
- Small awning over back walk door of bay area
- Wood Framing materials for inside living quarters, bunker room, extractor room and work out room in bay, fire rated door above bay rooms for access to storage

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in living quarters, wood framed stairs to get above rooms in bay area and access through to living quarters

- Framing Labor for all wood framing
- Plumbing rough in, stack out, trim per MEP Plans, all white ADA fixtures included, sinks, hardware, gas or propane lines run from stub out on building to range, heaters, bay heaters, no water lines run to fridges in pantry, no trench drains or sand and gravel separator included, **tie into city water, gas to be brought 10' away from the building by the City of Seagoville**
- **Water line and drain for ice machine provided by owner in bay area**
- **Provide and install Aerobic System that can be detached when City brings in sewer line to site.**
- Electrical Wiring per MEP plans, LED can lights hard ceiling areas, Hanging LED lights in exposed ceiling areas, Hanging LED fixtures in bay area with cages, coach lights out front and LED wall packs on sides and rear of building, pull down outlets at 5 locations in bay area, 3- 220 outlets TBD locations in bay area and rooms, ceiling fans in day room, radio room and office, 2 overhead electrical drops at each large bay and 1 drop at half bay
- **\$40,000 allowance for backup Generator and Automatic Transfer Switch installed and OH/P, included**
- HVAC entire living quarters with exposed rectangle, insulated duct work, bunker room, extractor, work room and workout room flex duct, with gas/propane heat, 1-220,000 BTU heaters in bay area, one off-brand 10' "Big ass Fan" in bay area
- Fire Alarm for living quarters and bay area, residential style vent-hood system for kitchen cook top
- **No Fire Suppression System Included because it is under 6,000 sq ft., but 2-hour SR fire wall will be installed to separate the two occupancy classes between the bay area and the living quarters**
- Low-E, Argon Gas filled, Vinyl Windows, **No blinds or window coverings**
- Spray foam full envelope of living quarters, open cell painted black, batt insulate the bathrooms and bedroom walls, spray foam bay area with metal liner panel only going up 10' on all interior bay walls, exposed spray foam insulation above
- Exhaust fans in bay area roughly 3'x3' set on CO2 sensors with manual override switch
- Paint exposed spray foam black in living and bay area
- Drywall, tape, bed, texture, orange peel or similar in living quarters and adjoining rooms in bay, walls only
- Exposed structure painted black above 10' wall plate in hallways, common areas, kitchen, entry

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- Hard Drywall ceilings in dorm rooms and bathrooms, everything else is open to deck above
- Hollow Core Birch doors interior, stainable or painted, with metal jambs and metal trim, except bathrooms will be solid core doors.
- Hollow core metal doors with half glass for exterior and panic hardware, closers
- 4" vinyl base throughout living quarters, solid pine shelving as needed in closets painted or stained
- Painting/ Stain Throughout, colors TBD
- Solid plywood backed custom Cabinets, lowers, uppers, island, painted bed bases and 3 lockers per room with one small desk/nightstand with wood top per room
- Granite Countertops in kitchen
- Bar height kitchen island with storage underneath, overhang around outside for seating
- Kitchen Backsplash, full tile to bottom of uppers from countertops
- Lift Rentals and Equipment Rentals as needed throughout project
- 4' Stone wainscot front exterior front of building, brick above to 10' on front of building, with horizontal metal panels above on front to soffit, 10' brick wainscot on sides with horizontal metal panels above, **rear of building is full metal panels-no masonry**
- Commercial Grade Door Hardware and closers as needed
- Keypad access on all exterior doors provided by GDB, **all other IT wiring and install provided by owner**
- 5- 12'x14' bay doors, openers, clickers, manual option, one glass panel in bay doors at back of building and all glass front bay doors
- Sealed concrete throughout living and bay area for finished floors
- Carpet squares in dorm rooms only
- Cabinets stained or painted and corian counters in watch room with a window to foyer that has bill pass through at bottom
- Tile showers, full height, 4' tile wainscot on wet walls of toilet area in bathrooms, **tile allowance of \$3/ sq ft, style TBD**
- Bathroom hardware, grab bars per code, TP holder, towel bar, towel hook, paper towel holder per bathroom
- Steel shelving system in pantries to allow shelves to move up and down as desired
- Gas stub out for grill at back patio
- Plaque at front for city council members
- Standard Mirrors, shower curtains
- Clean up-Periodic, Final Clean
- Finish Grading\*

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- Alert System provided and installed by owner, labor coordinated by GDB
- 1- 30' x 60' approach, concrete, materials and labor, lime stabilize, 6" thick at side of building to tie into future wrap around drive
- 1- 50'x60' approach at bay area in front of building, lime stabilize, 6" thick and tie into front street

**\$1,004,000.00\*      TOTAL CONSTRUCTION COSTS**

**Not Included:**

\*Landscaping and Irrigation to be provided by others and is not included. IT/Alert System and wiring to be provided and installed by others and is not included. IT allowance for servers, computers, etc. is not included. No appliances included, TV's, furniture (except dorm rooms), bedding, workout equipment is not included. Approaches on front of bay to the street and from street to side drive are included as 6" concrete, with no site work/paving included for parking and drives around sides and rear of building all to be done by others after construction is completed. Fencing is not included and will be provided by others. Off-site utilities brought to the site is not included and will be brought within 50' of the building by others. Allowances have been given as detailed above, any money not spent from these allowances will not be drawn and will be saved by the FD.

**Pricing good for 45 days from date sent.**

Thank you for the opportunity to bid your project, please call or email with any questions or concerns.

Brian Grossman

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**EXHIBIT B**  
**CONCEPTUAL PLANS**

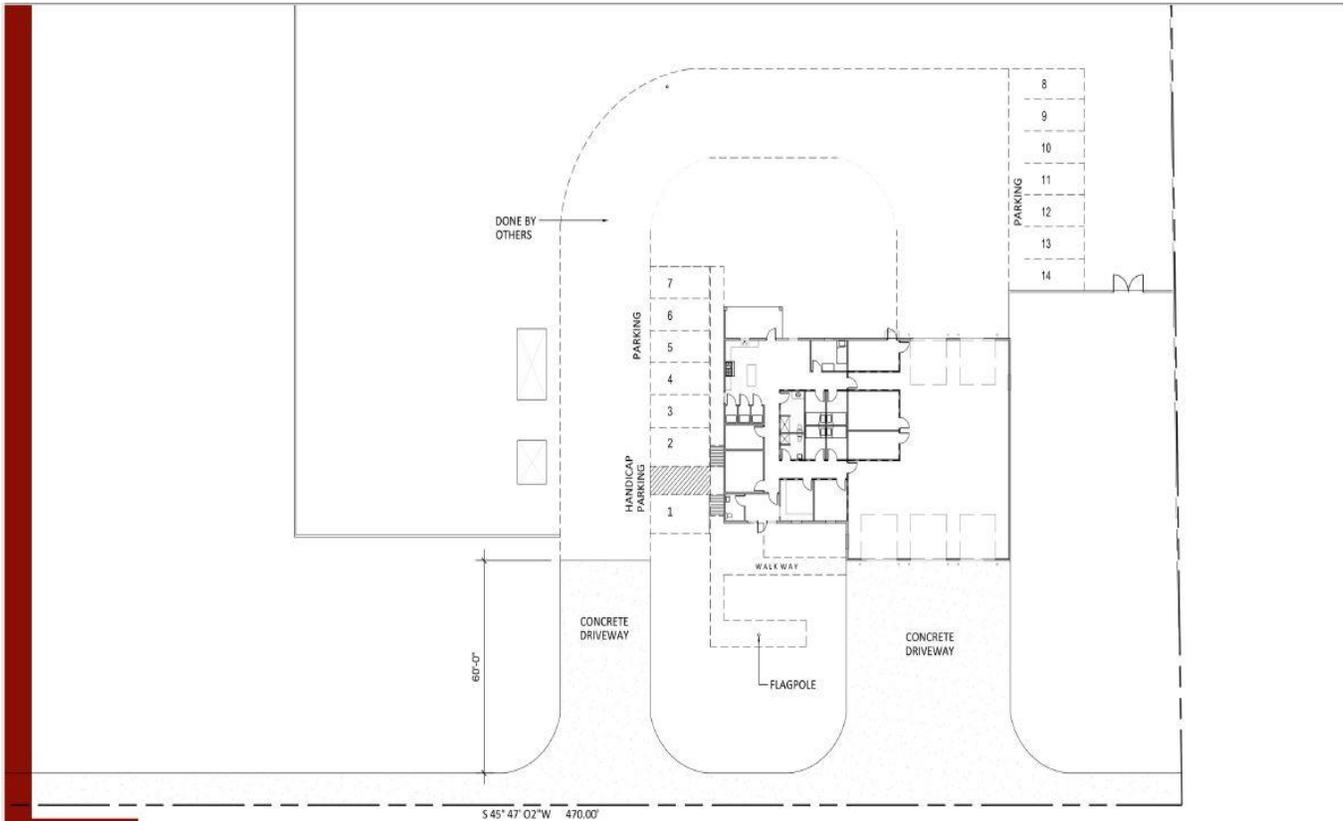


Exhibit B - Conceptual Site Plan - NTS - Page 1 of 4

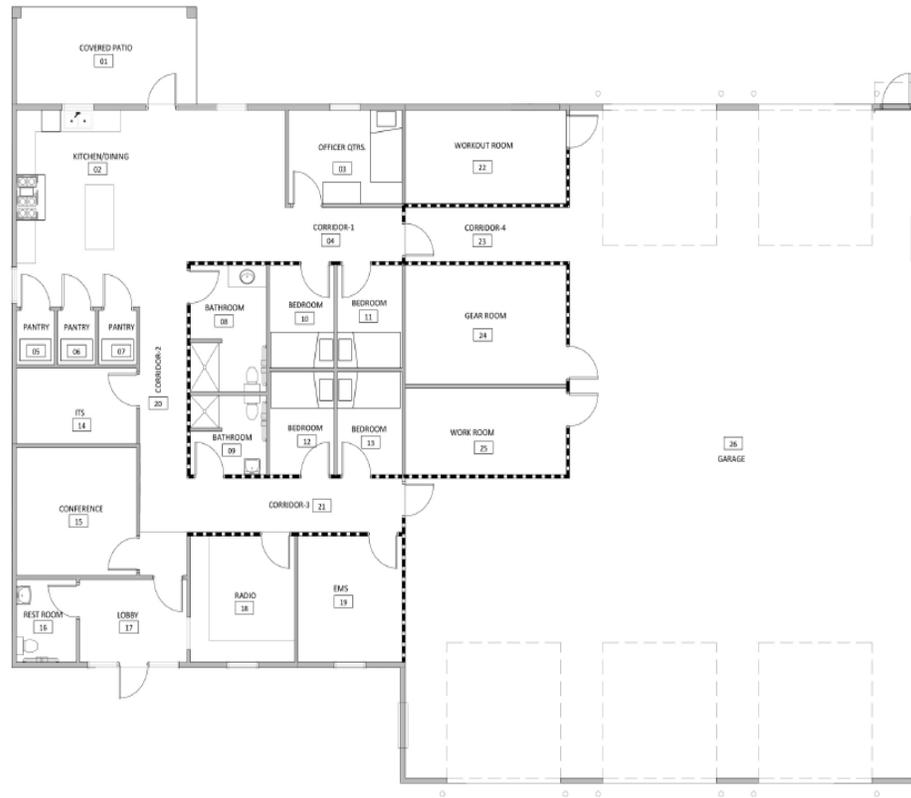
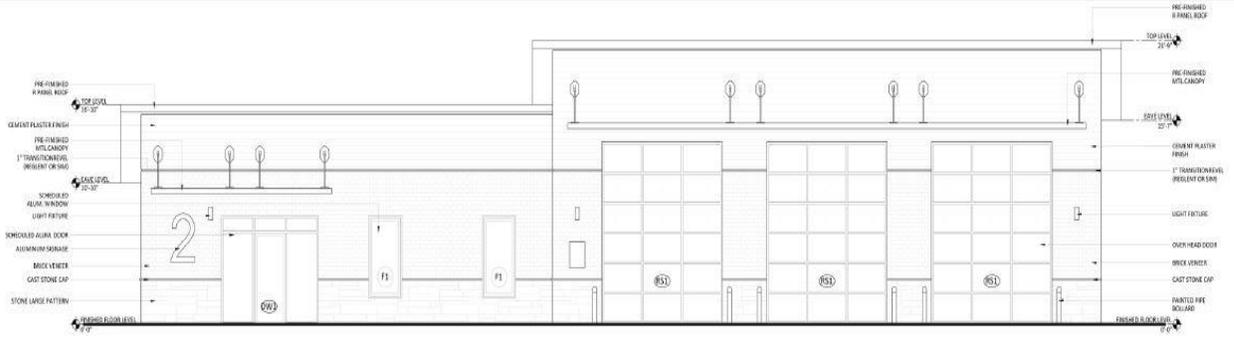
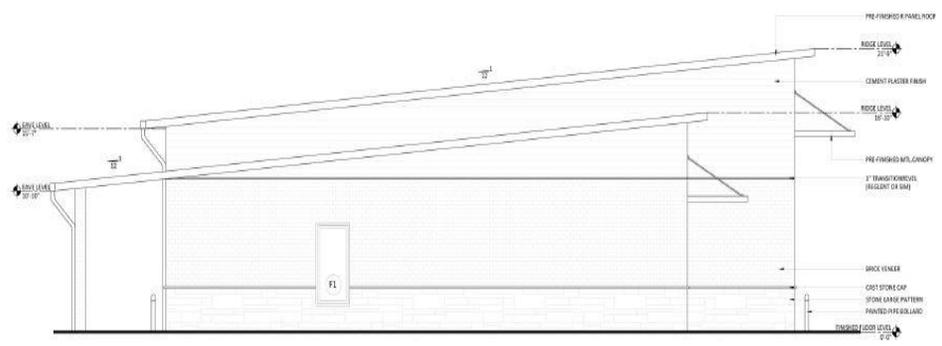


Exhibit B - Conceptual Floor Plan - NTS - Page 2 of 4





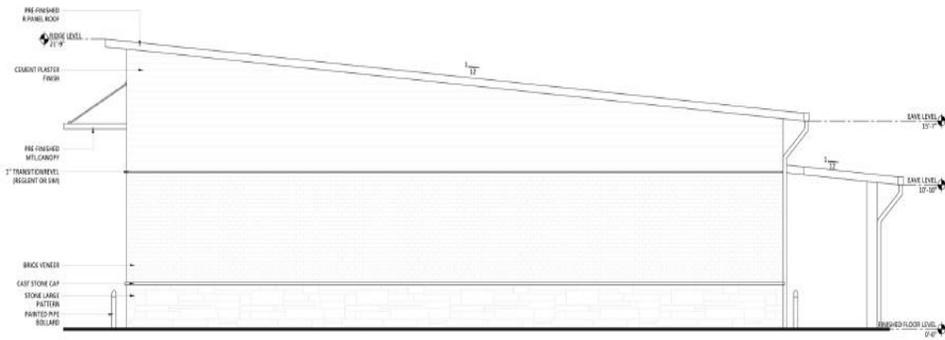
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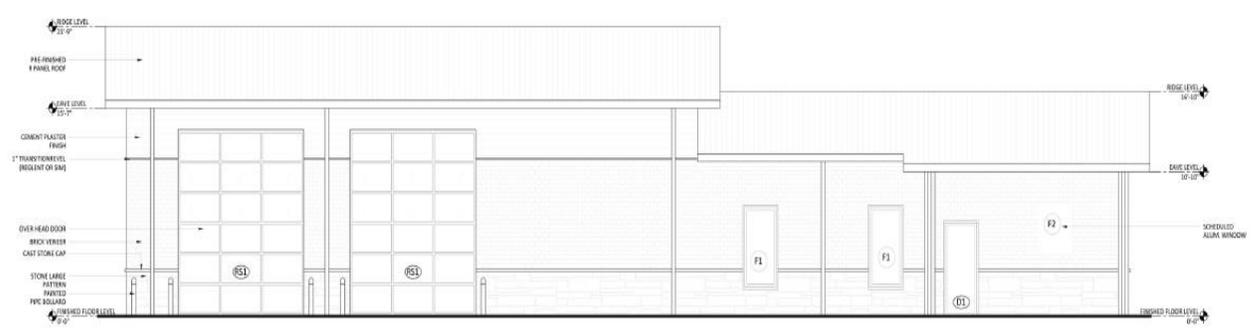
2 ELEVATION 2



Exhibit B - Conceptual Elevation - NTS - Page 3 of 4



3 ELEVATION 3



4 ELEVATION 4



Exhibit B - Conceptual Elevation - NTS - Page 4 of 4

**EXHIBIT C**

**DETAILED DESIGN PLANS**

**COVER PAGE**

**(Attach Detailed Design Plans to this page)**

**EXHIBIT D**

**SPECIFICATIONS**

**COVER PAGE**

**(Attach Specifications to this page)**

## EXHIBIT E

### SCHEDULE OF VALUES

**SCHEDULE OF VALUES-1.15.2020**

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER:

PROJECT: City of Seagoville Fire Station #2-Exhibit E Contractual Document

APPLICATION DATE: 1.15.20

PERIOD TO:

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Mobilization/Perf/Pmt Bonds/Ins./GC's	73,800.00				\$	-	73,800.00	\$ -
2	Pre-Const.- Plans/Engineering	64,000.00				\$	-	64,000.00	\$ -
3	Site Work-Grading/Pad/Injections/Erosion	42,900.00				\$	-	42,900.00	\$ -
4	Utilities-Sleeves/water/elect.	18,225.00				\$	-	18,225.00	\$ -
5	Site Work-Paving on two approaches	88,400.00				\$	-	88,400.00	\$ -
6	Foundation- Beams/Steel/Concrete M&L	96,260.00				\$	-	96,260.00	\$ -
7	Metal Building-Materials	110,150.00				\$	-	110,150.00	\$ -
8	Metal Building-Erecting	45,220.00				\$	-	45,220.00	\$ -
9	Wood Framing M&L	35,960.00				\$	-	35,960.00	\$ -
10	Plumbing-Rough/Stack/Trim-Labor	34,900.00				\$	-	34,900.00	\$ -
11	Plumbing-Trim-Materials	5,500.00				\$	-	5,500.00	\$ -
12	Electrical- Rough in/Trim-M&L	88,300.00				\$	-	88,300.00	\$ -
13	Generator/Trans. Switch M&L Allowance	40,000.00				\$	-	40,000.00	\$ -
14	HVAC-Materials and Labor	39,100.00				\$	-	39,100.00	\$ -
15	Fire Alarm-M&L	16,500.00				\$	-	16,500.00	\$ -
16	Windows/Glass-M&L	12,000.00				\$	-	12,000.00	\$ -
17	Insulation-Foam/Batts M&L	33,250.00				\$	-	33,250.00	\$ -
18	Dywall TB&T, M&L	24,600.00				\$	-	24,600.00	\$ -
19	Interior Doors M&L	14,000.00				\$	-	14,000.00	\$ -
20	Exterior Doors-Steel/Glass M&L	13,000.00				\$	-	13,000.00	\$ -
21	Trim-Closets/Base/Shelving-M&L	12,000.00				\$	-	12,000.00	\$ -
22	Painting/Staining-Inside/Bay	23,280.00				\$	-	23,280.00	\$ -
23	Cabinets/Bed bases/Lockers in dorms	29,205.00				\$	-	29,205.00	\$ -
24	Countertops/Backsplash M&L	14,600.00				\$	-	14,600.00	\$ -
25	Masonry-Brick/Stone M&L	49,600.00				\$	-	49,600.00	\$ -
26	Door Hardware-M&L	5,200.00				\$	-	5,200.00	\$ -
27	Sealed Concrete Throughout M&L	15,800.00				\$	-	15,800.00	\$ -
28	Shower/Bath Tile M&L	12,150.00				\$	-	12,150.00	\$ -
SUBTOTALS PAGE 2		1,057,900.00				\$	-	1,057,900.00	\$ -

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION  
PROJECT:

APPLICATION NUMBER:  
APPLICATION DATE: 1.15.20  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Carpet Squares M&L	11,000.00						11,000.00	
30	Bathroom Hardware- M&L	3,500.00						3,500.00	
31	Aerobic System M&L	15,800.00						15,800.00	
32	Final Grade perimeter of building	6,800.00						6,800.00	
33	Final Clean	5,000.00						5,000.00	
34									
35									
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56									
	SUBTOTALS PAGE 3	1,100,000.00						1,100,000.00	





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

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas awarding a contract to RT&E Rural Water for the construction of Ard Road Pump Station Upgrades Contract 1, in an amount not to exceed \$160,946.62; authorizing the City Manager to execute any and all necessary documents; 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 it would not be beneficial nor cost effective to repair. As a result, replacing the current pump with a bigger pump will require other upgrades to be made also.

The bid was advertised in the Daily Commercial Record for three (3) consecutive weeks. Bids were received on Monday, January 6, 2020 for the construction of Ard Road Pump Station Upgrades Contract 1. Three (3) bids were submitted. After careful evaluation of the bids, it was determined that RT&E Rural Water was the lowest most responsible bid at \$160,946.62. This recommendation has been reviewed and approved by Half Associates, Inc., our consulting engineer for this project.

The scope of services for the construction of Ard Road Pump Station Upgrades Contract 1 include trench safety, mobilization, ductile pipe and fittings, gate valves, concrete slabs and columns, and removal of existing pipe.

### **FINANCIAL IMPACT:**

Funding for this contract in the amount of \$160,946.62 will be made from the FY2020 Water and Sewer Fund. The City has sufficient funding available in this account to fund this project.

### **RECOMMENDATION:**

Staff recommends awarding the bid.

### **ATTACHMENTS AND EXHIBITS:**

Resolution awarding bid to RT&E Rural Water  
Attachment "A" – RT&E Rural Water Bid  
Half Associates, Inc recommendation letter  
Bid Tabulation Sheet

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AWARDED A CONTRACT TO RT&E RURAL WATER FOR THE CONSTRUCTION OF ARD ROAD PUMP STATION UPGRADES CONTRACT 1, IN AN AMOUNT NOT TO EXCEED \$160,946.62; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City sought bids under Bid # 2020-02 for the Ard road pump station upgrades contract 1; and

**WHEREAS,** the City Council (Council or Engineer) determined that RT&E Rural Water has met all bid specifications and is the lowest responsible bidder; and

**WHEREAS,** RT&E Rural Water's bid for the construction of Ard road pump station upgrades contract 1 is in an amount not to exceed \$160,946.62; and

**WHEREAS,** the City Council has determined that award of the contract for construction of Ard road pump station upgrades contract 1 to RT&E Rural Water for a contract amount not to exceed \$160,946.62 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 of Seagoville, Texas hereby awards RT&E Rural Water the contract for the construction of Ard road pump station upgrades contract 1, on the terms and conditions set forth in the bid documents and bid response, copies of which are attached hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$160,946.62 and the City Manager is hereby authorized to negotiate and execute the contract and any and all necessary documents to complete the project.

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

**Section 3.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part 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 on the 27th day of January, 2020.

APPROVED:

---

DENNIS K CHILDRESS, MAYOR

ATTEST:

---

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

---

VICTORIA THOMAS, CITY ATTORNEY

**BID BOND**

Bond No. CNB-35476-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, RT&E Rural Water, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Seagoville, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for  
Ard Road Pump Station,Upgrades

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

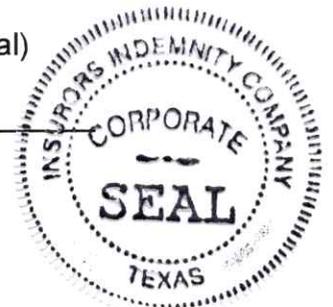
SIGNED, SEALED AND DATED this 20th day of December, 2019.

Principal:  
RT&E Rural Water  
(Seal)

By: \_\_\_\_\_  
(title)

Surety:  
INSURORS INDEMNITY COMPANY  
(Seal)

By: Felix Navejal  
Felix Navejal, Attorney-in-Fact





Phone: 877 816 2800 | PO Box 32577  
Waco, Texas 76703-4200

### IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577  
Waco, TX 76703-4200  
Or  
225 South Fifth Street  
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577  
Waco, TX 76703-4200  
O  
225 South Fifth Street  
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**Number:** CNB-35476-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Felix Navejar of the City of Irving, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

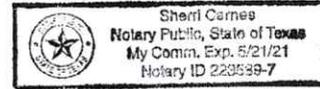
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carne  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 20th day of December, 2019.

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT [BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).



**BID FORM**

\_\_\_\_\_ Seagoville \_\_\_\_\_, Texas  
\_\_\_\_\_, 2019

PROPOSAL OF ARD RD Pump Station Upgrades

A Corporation organized and existing under the laws of the State of Texas, a partnership consisting of  
, the business name of R+E Rural Water an individual.

TO: CITY OF SEAGOVILLE

PROPOSAL FOR: **ARD ROAD PUMP STATION UPGRADES CONTRACT 1**

The undersigned Bidder has carefully examined the Notice to Bidders, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of their Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 90 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than five (5) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	<u>December 13, 2019</u>	<u>Angela Spevak</u>
Addendum No. 2	<u>12-23-19</u>	<u>Mark REST</u>
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,  
By Robert Koller  
Robert Koller, owner  
(Print Name and Title)  
6591 CR 4099  
Kaufman, TX 75142  
Address

Attested By:  
Charity Rhodes  
Secretary

(SEAL) If Bidder is a Corporation

**NOTE:** Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

PROPOSAL / UNIT PRICE BID SCHEDULE						
ARD ROAD PUMP STATION UPGRADES CONTRACT 1						
Item No.	Spec Item	Description	Unit	Quantity	Unit Price	Amount
1	107.19.3	Trench Safety	LF	280	5, <sup>00</sup> / <sub>100</sub>	1,400, <sup>00</sup> / <sub>100</sub>
2	201.5	Silt Fence	LF	300	6, <sup>00</sup> / <sub>100</sub>	1,800, <sup>00</sup> / <sub>100</sub>
3	203.3	General Site Preparation (including Mobilization), complete in place for the sum of	LS	1	5,200, <sup>00</sup> / <sub>100</sub>	5,200, <sup>00</sup> / <sub>100</sub>
4	204.6	Topsoil, Fertilizer and Broadcast Seeding	SY	470	3, <sup>82</sup> / <sub>100</sub>	1,795, <sup>40</sup> / <sub>100</sub>
5	502.5	Furnish and Install Ductile iron Fittings, including thrust block, all sizes complete and in place for the sum of	LB	3,200	7, <sup>39</sup> / <sub>100</sub>	23,648, <sup>00</sup> / <sub>100</sub>
6	502.6	Furnish and Install 12" Gate Valves complete and in place for the sum of	EA	3	2530, <sup>09</sup> / <sub>100</sub>	7,590, <sup>27</sup> / <sub>100</sub>
7	502.6	Furnish and Install 18" Gate Valves complete and in place for the sum of	EA	2	14,334, <sup>00</sup> / <sub>100</sub>	28,668, <sup>00</sup> / <sub>100</sub>
8	504.6	Furnish and Install Sand Backfill in place for the sum of	CY	30	62, <sup>00</sup> / <sub>100</sub>	1,860, <sup>00</sup> / <sub>100</sub>
9	506	Furnish and Install 12" Ductile Iron Pipe, by open cut, complete and in place for the sum of	LF	200	150, <sup>00</sup> / <sub>100</sub>	30,000, <sup>00</sup> / <sub>100</sub>
10	506	Furnish and Install 18" Ductile Iron Pipe, by open cut, complete and in place for the sum of	LF	100	191, <sup>00</sup> / <sub>100</sub>	19,100, <sup>00</sup> / <sub>100</sub>
11	506.6	Connection to Existing 12" Water Line, inclusive of all adapters, connectors, components, testings, complete and in place for	EA	1	23,144, <sup>95</sup> / <sub>100</sub>	23,144, <sup>95</sup> / <sub>100</sub>
12	506.6	Connection to Existing 18" and 12" Water Lines	EA	2	2,840, <sup>00</sup> / <sub>100</sub>	5,680, <sup>00</sup> / <sub>100</sub>
13	506.1	Furnish and Install Insulated Pipe	LF	20	73, <sup>00</sup> / <sub>100</sub>	1,460, <sup>00</sup> / <sub>100</sub>
14	702	Furnish and Install Miscellaneous Concrete Slabs, Columns, and pavement complete and in place for the sum of	CY	10	780, <sup>00</sup> / <sub>100</sub>	7,780, <sup>00</sup> / <sub>100</sub>
15	701.2	Removal and Disposal of Existing pipe, valves, and fittings	LS	1	1,800, <sup>00</sup> / <sub>100</sub>	1,800, <sup>00</sup> / <sub>100</sub>
<b>TOTAL BID AMOUNT ARD ROAD PUMP STATION UPGRADES CONTRACT 1</b>						\$ <u>160,926, <sup>62</sup>/<sub>100</sub></u>
A. Materials Incorporated into Work						\$ <u>82,000, <sup>00</sup>/<sub>100</sub></u>
B. Materials Not Incorporated into Work						\$ <u>8,600, <sup>00</sup>/<sub>100</sub></u>
C. Other, Labor, Etc.						\$ <u>70,326, <sup>62</sup>/<sub>100</sub></u>
<b>NOT TO EXCEED TOTAL AMOUNT OF BID (A+B+C)</b>						
						\$ <u>160,926, <sup>62</sup>/<sub>100</sub></u>



January 15, 2020  
AVO 35440

Mr. Chris Ryan  
Water Utility Director  
Seagoville City Hall  
702 North Highway 175  
Seagoville, TX 75159

**Re: City of Seagoville  
Ard Road Pump Station Upgrades Contract 1  
Bid Proposal Evaluation and Recommendation of Award**

Dear Mr. Ryan:

Bids for the above-referenced project were received at the Seagoville City Hall on Jan 3, 2020. Three bids were publicly opened and read aloud and are summarized in the attached table.

Halff Associates, Inc. reviewed the Bid Proposals for mathematical accuracy and administrative completeness and found all bids to be mathematically correct and administratively complete.

**The apparent lowest bid was received from RT&E Rural Water in the amount of \$160,946.62**

**Based on our review of the Bid Proposals and feedback from references, Halff Associates, Inc. recommends that the contract for the construction of the Ard Road Pump Station Upgrades Contract 1 be awarded to RT&E Rural Water as the lowest responsible bidder, in the amount of \$160,946.62**

We look forward to working with you and the Contractor on this important project. Please feel free to call me if you have any questions or desire any additional information.

Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Mark Kestner", with a horizontal line extending to the right.

Mark Kestner  
Project Manager

**BID TABULATION ARD ROAD PUMP STATION UPGRADES CONTRACT 1**

Item No.	Spec Item	Description	Unit	Quantity	Willco Underground		Saber Development		RT&E Rural Water	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	107.19.3	Trench Safety	LF	280	\$5.00	\$1,400.00	\$4.00	\$1,120.00	\$5.00	\$1,400.00
2	201.5	Silt Fence	LF	300	\$30.00	\$9,000.00	\$7.65	\$2,295.00	\$6.00	\$1,800.00
3	203.3	General Site Preparation (including Mobilization), complete in place for the sum of	LS	1	\$50,000.00	\$50,000.00	\$13,880.00	\$13,880.00	\$5,200.00	\$5,200.00
4	204.6	Topsoil, Fertilizer and Broadcast Seeding	SY	470	\$10.00	\$4,700.00	\$12.00	\$5,640.00	\$3.82	\$1,795.40
5	502.5	Furnish and Install Ductile iron Fittings, including thrust block, all sizes complete and in place for the sum of	LB	3,200	\$15.00	\$48,000.00	\$3.50	\$11,200.00	\$7.39	\$23,648.00
6	502.6	Furnish and Install 12" Gate Valves complete and in place for the sum of	EA	3	\$10,000.00	\$30,000.00	\$2,385.00	\$7,155.00	\$2,530.09	\$7,590.27
7	502.6	Furnish and Install 18" Gate Valves complete and in place for the sum of	EA	2	\$25,000.00	\$50,000.00	\$13,275.00	\$26,550.00	\$14,334.00	\$28,668.00
8	504.6	Furnish and Install Sand Backfill in place for the sum of	CY	30	\$30.00	\$900.00	\$83.00	\$2,490.00	\$62.00	\$1,860.00
9	506	Furnish and Install 12" Ductile Iron Pipe, by open cut, complete and in place for the sum of	LF	200	\$200.00	\$40,000.00	\$260.90	\$52,180.00	\$150.00	\$30,000.00
10	506	Furnish and Install 18" Ductile Iron Pipe, by open cut, complete and in place for the sum of	LF	100	\$300.00	\$30,000.00	\$379.15	\$37,915.00	\$191.00	\$19,100.00
11	506.6	Connection to Existing 12" Water Line, inclusive of all adapters, connectors, components, testings, complete and in place for	EA	1	\$5,000.00	\$5,000.00	\$40,086.00	\$40,086.00	\$23,144.95	\$23,144.95
12	506.6	Connection to Existing 18" and 12" Water Lines	EA	2	\$5,000.00	\$10,000.00	\$12,130.00	\$24,260.00	\$2,840.00	\$5,680.00
13	506.1	Furnish and Install Insulated Pipe	LF	20	\$250.00	\$5,000.00	\$200.00	\$4,000.00	\$73.00	\$1,460.00
14	702	Furnish and Install Miscellaneous Concrete Slabs, Columns, and pavement complete and in place for the sum of	CY	10	\$1,500.00	\$15,000.00	\$770.00	\$7,700.00	\$780.00	\$7,800.00
15	701.2	Removal and Disposal of Existing pipe, valves, and fittings	LS	1	\$50,000.00	\$50,000.00	\$4,500.00	\$4,500.00	\$1,800.00	\$1,800.00
						\$349,000.00		\$240,971.00		\$160,946.62

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

**Meeting Date: January 27, 2020**

## **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving a professional services contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within the Water Street Interceptor Service Area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed Ninety-Eight Thousand Six Hundred Eighty-Seven Dollars and Ten Cents (\$98,687.10), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said Agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date.

## **BACKGROUND OF ISSUE**

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

It will address an area of our sanitary sewer system that is served in the Water Street Interceptor Service 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 \$98,687.10 will be made from the FY2020 Water and Sewer Fund. The City has sufficient funding available in this account to fund this project.

## **EXHIBITS:**

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

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PIPELINE ANALYSIS, LLC, FOR THE PURPOSE OF PERFORMING VARIOUS FIELD TESTS AND INSPECTIONS OF THE WASTEWATER COLLECTION SYSTEM WITHIN THE WATER STREET INTERCEPTOR SERVICE AREA, PREPARING FINAL REPORTS CONTAINING RECOMMENDED SYSTEM REPAIRS AND THE ESTIMATED COSTS ASSOCIATED WITH REDUCING WET WEATHER INFLOW AND INFILTRATION IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS AND TEN CENTS (\$98,687.10), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Pipeline Analysis, LLC (hereinafter “Company”) is an engineering firm performing specialized sewer collection system testing and analysis with 100% of their business being associated with wastewater collection system inspection, testing and analysis; and

**WHEREAS**, the City of Seagoville (“City”) desires to enter into 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 EPA’s Capacity Management and Overflow Maintenance (CMOM) guidelines, which requires the inspection of ten percent (10%) of the City’s sanitary sewer lines per year; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City to approve the Contract with the Company in an amount not to exceed ninety-eight thousand six hundred eighty-seven dollars and ten cents (\$98,687.10), and authorizes the City Manager to execute the same;

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

**SECTION 1.** The City Council approves the Contract, with the Exhibit(s) thereto, by and between the City and Company in an amount not to exceed ninety-eight thousand six hundred

eighty-seven dollars and ten cents (\$98,687.10), which is attached hereto and incorporated herein as Attachment 1, and hereby authorizes the City Manager to execute said Agreement.

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 27<sup>th</sup> day of January, 2020.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

---

KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA THOMAS, CITY ATTORNEY

**Professional Services Contract**  
**City of Seagoville, Texas**  
**Sanitary Sewer Evaluation Survey**  
**Waters Street Interceptor Service Area**



**June 2019**



**1115 Main Street**  
**Garland, Texas 75040**  
**800-637-0164**  
**TBPE Firm F-6538**

## **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 (Water Street Service Area) hereinafter called "the PROJECT"; and

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

THE CITY AND ENGINEER AGREE AS FOLLOWS:

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

### **1. SCOPE OF SERVICES**

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

#### **1.1 Approach to Project**

This project will perform various field testing and inspection of the wastewater collection system within the designated Waters Street Interceptor Service Area and prepare a final report 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	7	8
100	Mobilization	█							
200	Manhole/Pipe Inspection -(100%)		█						
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)			█					
400	Dye Flooding				█				
500*	Preparatory Cleaning (15%)					█			
600	CCTV Inspection (15%)						█		
700	Admin.,Project Mgt.		█	█	█	█	█		
800	Defect Analysis/Rehab.			█	█	█	█	█	
900	Database, Cost Estimates, Mapping, Final Reports						█	█	█

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

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or written Notice to Proceed. The work tasks included in this scope of services requires dry weather to maximize testing results. Projects extensions may be necessary should extended wet weather prevent inspection and testing.

### ***3.2 Completion of Services***

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

### ***3.3 Changes***

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

### ***3.4 Written Authorization for Additional Work***

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

## **4. PAYMENT FOR SERVICES**

### **4.1 Terms**

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

#### ***Basic Engineering Fee:***

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

#### ***Reimbursable Expenses***

Not applicable

#### ***Additional Services***

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

### **4.2 Basis and Amount of Compensation for Basic Services**

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

### **4.3 Basis and Amount of Compensation for Additional Services**

Not applicable. No additional services are anticipated.

### **4.4 Partial Payments for Services**

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

### **4.5 Delay**

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

equitable adjustment.

## **5. TERMINATION, SUSPENSIONS OR ABANDONMENT**

### **5.1 Termination**

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

### **5.2 Suspension**

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

### **5.3 Abandonment**

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

### **5.4 Failure to Pay**

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

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

damage caused CITY because of such suspension of services.

## **6. GENERAL CONSIDERATIONS**

### **6.1 Professional Standards**

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

### **6.2 Progress and Performance**

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

### **6.3 CITY Control**

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

### **6.4 Independent Agent**

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

### **6.5 Compliance with Laws**

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

## **6.6 No Additional Work Without Authorization**

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

## **6.7 Indemnification**

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

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

## **6.8 Insurance**

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

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

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

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

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

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

### **6.9 Property**

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

### **6.10 Governing Law**

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

### **6.11 Assignment**

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

### **6.12 Business Prohibitions**

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

**7. DOCUMENT EXECUTION**

IN WITNESS WHEREOF, the parties have executed this CONTRACT the \_\_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_

# Exhibit A Compensation Sewer System Evaluation Survey

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,650.00
200	Manhole/Pipe Inspection -(100%)	124	\$115.00	\$ 14,260.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	57,860	\$ 0.56	\$ 32,401.60
400	Dye Flooding	5	\$225.00	\$ 1,125.00
500	Preparatory Cleaning	8679	\$ 2.40	\$ 20,829.60
600	CCTV Inspection	8679	\$ 2.10	\$ 18,225.90
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>\$ 98,687.10</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 Water Street Interceptor service area and delineated boundaries

*To Be Provided by City:*

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

*Deliverables:*

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

### TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area designated, field inspection crews will perform an inspection of manholes. The data gathered during this

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

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

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

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

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

*To Be Provided by City:*

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

*Measurement of Payment:*

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

## TASK 300 SMOKE TESTING OF STUDY AREA

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

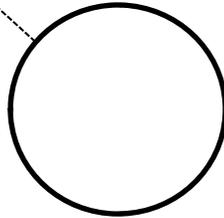
Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes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

### *To Be Provided by City:*

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

### *Deliverables:*

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



## SMOKE TESTING NOTICE TO RESIDENT

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

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

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

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

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

**972-479-0655**



## Task 400      Dye Flooding (If required)

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

*To Be Provided by City:*

- Water for dye flooding at no cost to Engineer

## TASK 500 & 600 CLEANING AND TASK CCTV

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

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

*To Be Provided by City:*

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

*Measurement of Payment:*

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

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

## **TASK 700      ADMINISTRATION AND PROJECT MANAGEMENT**

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

Management work items include:

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

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

*Deliverables:*

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

*To Be Provided by City:*

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

## **TASK 800      DEFECT ANALYSIS/ REHABILITATION**

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

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

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

*To Be Provided by City:*

- None

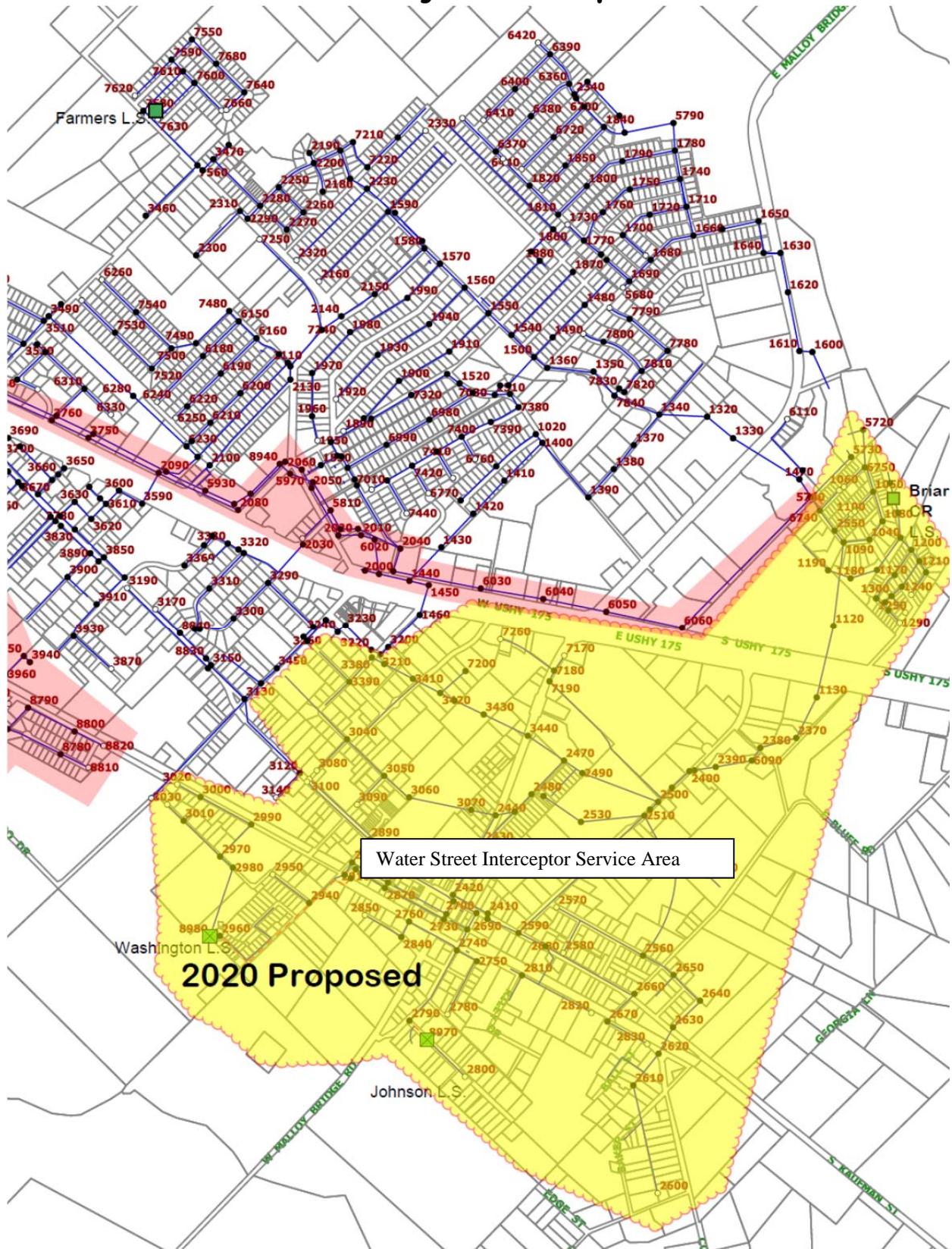
## **TASK 900      FINAL REPORT**

Prepare and submit a Final Report that includes the following:

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

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

# Study Area Map



## ***Regular Session Agenda Item: 10***

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation's purchase and installation of inclusive playground equipment from Child's Play, Inc. in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00); authorizing the City Manager to execute any documents necessary for said purchase as set forth therein; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On January 14, 2020, the Seagoville Economic Development Corporation approved the purchase and installation of an Inclusive Playground on SEDC property located at the corner of Elm and Kaufman Streets.

Child's Play, Inc. provided a turnkey Buy Board Proposal in the amount of \$98,906.00. Staff is requesting the budget for this project not exceed \$100,000 from the SEDC which will allow for a contingency amount of \$1,094.

### **FINANCIAL IMPACT:**

SEDC Quality of Life Project \$100,000.

### **EXHIBITS:**

Resolution  
Exhibit 1 Quote from Child's Play, Inc., for \$98,906.00

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

**RESOLUTION NO. \_\_ -R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, RATIFYING AND APPROVING THE SEGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S PURCHASE AND INSTALLATION OF INCLUSIVE PLAYGROUND EQUIPMENT FROM CHILD'S PLAY, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR SAID PURCHASE AS SET FORTH THEREIN; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, staff was requested to obtain quotes for the purchase and installation of an inclusive playground to be located at the corner of Elm and Kaufman Streets; and

**WHEREAS**, staff recommends the Seagoville Economic Development Corporation ("SEDC") Board of Directors approve the purchase of the inclusive playground equipment and installation from Child's Play, Inc. (the project) because they offer turnkey purchase and installation for their product; and

**WHEREAS**, in its regular meeting on January 14, 2020 the SEDC Board of Directors found that it is in the best interest to approve the purchase and installation of inclusive playground equipment from Child's Play, Inc. in an amount not to exceed One Hundred Thousand Dollars and no cents (\$100,000.00), and authorized the Executive Director to execute any documents necessary for said purchase; and

**WHEREAS**, based on the foregoing, the City Council approves said project and ratifies the SEDC's purchase and installation of inclusive playground equipment from Child's Play, Inc.

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

**SECTION 1.** The City Council hereby approves and ratify the project, being the SEDC's purchase and installation of inclusive playground equipment from Child's Play, Inc. in an amount not to exceed One Hundred Thousand Dollars and no cents (\$100,000.00), and authorizes the Executive Director to execute any documents necessary for said purchase.

**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 State law and it is accordingly resolved.

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas on the 27<sup>th</sup> day of January 2020.

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 Thomas, City Attorney  
TM113390 012320

# Child's Play, Inc.

10661 Shady Trail  
 Dallas, TX 75220  
 (P) 972-484-0600 (F) 972-484-0333

ADDRESS  
 Pat Stallings  
 City of Seagoville  
 702 N Highway 175  
 Seagoville, TX 75159  
 United States

SHIP TO  
 Pat Stallings  
 City of Seagoville  
 TBD  
 Seagoville, TX 75159  
 United States

QUOTE #                      DATE                      EXPIRATION DATE  
 19-3872                      12/16/2019                      01/31/2020

PROJECT    SALES REP  
 Downtown Playground    CW

DESCRIPTION	QTY	PRICE EACH	AMOUNT
<b>BCISNucleus</b> Custom Nucleus Series Playground Structure- Custom All Inclusive Design	1	67,144.00	67,144.00
<b>BCISNucleus</b> Burke "Move with us" grant promotion	1	-25,612.00	-25,612.00
<b>BCIMisc</b> Burke Step Spot Pod	2	288.00	576.00
<b>BCIMisc</b> Burke Custom Cruiser with adapter	1	13,788.00	13,788.00
<b>BCI580-1310</b> Novo Custom Age group sign - Single Sided	1	495.00	495.00
<b>Geo Textile Fabric</b> Geo Textile Fabric	1.50	550.00	825.00
<b>Wood Fiber</b> Engineered Wood Fiber	110	24.00	2,640.00
<b>Install Wood</b> Installation of Wood Fiber	110	14.00	1,540.00
<b>Installation</b> Professional Turn-Key Installation of Playground Equipment	1	25,110.00	25,110.00
<b>Freight</b> Freight	1	3,500.00	3,500.00
<b>Site Work</b> Site Work- Install concrete berm and ada ramp around perimeter of playground. Install subsurface french drain to exit at back of property.	1	8,900.00	8,900.00
<b>Buyboard</b> This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #592-19, Vendor #1501	1	0.00	0.00
<b>Install Terms</b> Installation charges, if quoted, are for a "standard" installation unless	1	0.00	0.00

DESCRIPTION	QTY	PRICE EACH	AMOUNT
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specifically noted otherwise. Installation charges are due upon completion. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and schedule. Work may or may not be performed in consecutive days. The quote is based on the site being level and with no resilient surfacing (sand, gravel, bark, etc.) being in place. A charge will be assessed to level site or remove resilient surfacing based upon equipment/material costs and man hours required. Any and all permits and any fees associated with the permits are the responsibility of owner/contractor.

An additional charge will be required if digging of footing cannot be performed by equipment. Additional man hours required to dig footings will be added to the contract price. If this condition occurs, your approval will be sought before work will proceed.

Installation is based upon unrestricted access to site for equipment, i.e., Bobcats, concrete trucks, dump trucks, and miscellaneous work vehicles. Installers are not responsible for damages to irrigation and landscape. Protection for irrigation and landscape is the responsibility of the owner.

<b>BCIMAINT</b> BCI Burke Maintenance Kit - FREE	1	0.00	0.00
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<b>CPIWARR</b> SUPPLEMENTAL WARRANTY: In addition to BCI Burke's non-prorated warranty, Child's Play, Inc. offers the value added service of 100% free replacement costs on all warranted BCI Burke products throughout the duration of the warranty period. The warranted items are shipped directly to Child's Play and installed free of charge by our installation crew. The result is zero out-of-pocket costs to the customer on all warranted BCI Burke products. It is BCI Burke's commitment to a higher quality product, which makes this "Special Supplemental Warranty" possible.	1	0.00	0.00
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(2) FREE SITE VISITS: When Child's Play, Inc. installs the equipment, we will perform two FREE maintenance inspections per year. Customer to schedule in advance.

<b>NPPS</b> NPPS Supervision Safety Kit - FREE	1	0.00	0.00
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<b>TOTAL</b>			<b>\$98,906.00</b>
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Accepted By

Accepted Date

## ***Regular Session Agenda Item: 11***

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Economic Development Incentive Agreement by and between the SEDC and John Bunker Sands Wetland Center, Inc., in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), to be paid in two installments, said agreement being attached hereto as Exhibit A; authorizing the City Manager / Executive Director to execute the Agreements; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), specifically section 505.152, authorizes SEDC to provide economic development grants for buildings, equipment, facilities, and improvements for entertainment, tourist, convention and public park purposes and events, including auditoriums, amphitheaters, parks and park facilities, open space improvements, museums, exhibition facilities, and related improvements that enhance any of these items. SEDC Board of Directors has determined that the Agreement as attached herein, and will further the objectives of the City and the SEDC. Also, the SEDC finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and that the Agreement should be approved.

### **FINANCIAL IMPACT:**

\$100,000.00

### **EXHIBITS:**

Resolution  
Economic Development Incentive Agreement

**A RESOLUTION OF THE CITY OF SEAGOVILLE**

**RESOLUTION NO. –R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SEDC AND JOHN BUNKER SANDS WETLAND CENTER, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), TO BE PAID IN TWO INSTALLMENTS, SAID AGREEMENT BEING ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE CITY MANAGER / EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), specifically section 505.152, authorizes SEDC to provide economic development grants for buildings, equipment, facilities, and improvements for entertainment, tourist, convention and public park purposes and events, including auditoriums, amphitheaters, parks and park facilities, open space improvements, museums, exhibition facilities, and related improvements that enhance any of these items; and

**WHEREAS**, the Seagoville Economic Development Corporation (SEDC) has conducted a public hearing to consider a project under that section with the John Bunker Sands Wetland Center, as reflected in the Economic Development Incentive Agreement attached hereto as Exhibit A; and

**WHEREAS**, the SEDC Board of Directors has determined that the Agreement, Exhibit A, will further the objectives of the City and the SEDC; and

**WHEREAS**, the SEDC finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and accomplishes the purposes required thereunder and that the Agreement should therefore be approved and ratified by the City Council;

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

**SECTION 1.** The City Council hereby approves and ratifies the project as set forth in the Economic Development Incentive Agreement by and between the SEDC and John Bunker Sands Wetland Center as set forth in Exhibit A attached to this Ordinance, in an amount not to exceed one hundred thousand dollars (\$100,000.00), to be paid in two installments as set forth in Exhibit A hereto.

**SECTION 2.** That the City Manager/Executive Director of the Seagoville Economic Development Corporation is authorized to execute the Agreement or an agreement with the John Bunker Sands Wetland Center in substantially the form of that Agreement attached hereto as Exhibit A for and on behalf of the SEDC.

**SECTION 3.** That all resolutions of the SEDC heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the SEDC not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 4.** 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 5.** That this resolution shall take effect immediately from and after its passage, and it is accordingly resolved and approved by the City Council as required by law.

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas on the 27<sup>th</sup> day of January 2020.

APPROVED:

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Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

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Victoria Thomas, City Attorney

**STATE OF TEXAS           §**  
**§       ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**  
**COUNTY OF DALLAS       §**

This Economic Development Incentive Agreement (“Agreement”) is made by and between John Bunker Sands Wetland Center, Inc., a Texas nonprofit corporation (“JBS”), and the Seagoville Economic Development Corporation (“SEDC”), each acting by and through their respective authorized representatives. SEDC and JBS may be referred to herein each as a “Party” and collectively as the “Parties”.

**W I T N E S S E T H:**

**WHEREAS**, JBS is a Texas nonprofit corporation, with its principal place of business (the “Center”) located on land owned by Wetlands Management LP and located at 655 Martin Lane, Seagoville, Texas (the “WM Property”); and

**WHEREAS**, JBS has located the Center on the WM Property in accordance with an easement for a term of 100 years granted by Wetlands Management LP to JBS, a true and correct copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, JBS was established as a component of a partnership between the North Texas Municipal Water District and The Rosewood Corporation to construct a 2,000 acre man-made wetland called the East Fork Water Reuse Project and has a mission and vision to be the premier education and destination nature center serving the North Texas region and beyond, providing education and research opportunities in the areas of water reuse, quality, supply, wildlife, conservation and wetland systems; and

**WHEREAS**, at the Center, JBS provides a venue for events, entertainment, tourism, and environmental education programs annually to thousands of students and adults from across North Texas and beyond focusing on regional water, naturalists training, and wetland and wildlife conservation at the East Fork Water Reuse Project; and

**WHEREAS**, in 2020, the goals of JBS are to provide enhanced environmental and event programming at the Center and increase the number of students and adults served at its education and destination nature center facilities; and

**WHEREAS**, in reaching its 2020 goals JBS intends to construct a 5,700 square foot expansion of the Center, with the expansion including 2 enclosed smart technology classrooms (1,400 square feet), 1 enclosed restroom/storage structure (700 square feet), 1 flexible outdoor amphitheater and terrace (2,500 square feet), and 1 flexible outdoor storage/classroom (900 square feet) (collectively, the “Expanded Facilities”); and

**WHEREAS**, the Expanded Facilities would be constructed on the WM Property and, additionally, on a small portion of real property owned by the North Texas Municipal Water District (the “NTMWD Property”); and

**WHEREAS**, JBS is currently in the process of finalizing an easement agreement with North Texas Municipal Water District for the NTMWD Property which would provide JBS an easement for use of the NTMWD Property, including but not limited to the construction and operation of the Expanded Facilities thereon; and

**WHEREAS**, JBS has advised the SEDC that a contributing factor that would induce JBS to construct the Expanded Facilities would be an agreement by SEDC to provide an economic development grant to JBS to defray a portion of the costs of construction of the Expanded Facilities; and

**WHEREAS**, SEDC has adopted programs for promoting economic development; and

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the "Act"), specifically section 505.152, authorizes SEDC to provide economic development grants for buildings, equipment, facilities, and improvements for entertainment, tourist, convention and public park purposes and events, including auditoriums, amphitheaters, parks and park facilities, open space improvements, museums, exhibition facilities, and related improvements that enhance any of these items; and

**WHEREAS**, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to provide and enhance buildings, equipment, facilities, and improvements for entertainment, tourist, convention and public park purposes and events, including auditoriums, amphitheaters, parks and park facilities, open space improvements, museums, exhibition facilities, and related improvements and constitutes a "project", as that term is defined in the Act; and

**WHEREAS**, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City and the SEDC, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City;

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of JBS's existence as a going business, insolvency, appointment of receiver for any part of JBS's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the

commencement of any proceeding under any bankruptcy or insolvency laws by or against JBS and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Center” shall mean the currently existing improvements owned by JBS and located on the Property.

“City” shall mean the City of Seagoville, Texas.

“Commencement of Construction” shall mean that (1) the NTMWD Easement has been executed and a copy delivered to the SEDC; (2) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Expanded Facilities, (3) all necessary permits for the Expanded Facilities have been issued by all applicable governmental authorities, and (4) construction of the vertical elements of the Expanded Facilities” has commenced.

“Completion of Construction” shall mean that the (1) Expanded Facilities have been substantially completed, (2) a final, permanent certificate of occupancy for the Expanded Facilities has been issued, and (3) JBS is open and conducting business during normal business hours utilizing the Expanded Facilities.

“Effective Date” shall mean the last date of execution hereof.

“Expanded Facilities” shall mean the 5,700 square foot expansion to the Center, JBS’s current facility, which expansion shall include 2 enclosed smart technology classrooms (1,400 square feet), 1 enclosed restroom/storage structure (700 square feet), 1 flexible outdoor amphitheater and terrace (2,500 square feet), and 1 flexible outdoor storage/classroom (900 square feet) (collectively, the “Expanded Facilities”), all as illustrated and described further in Exhibit “B” hereto which is incorporated herein by reference.

“Expiration Date” shall mean the fifth (5<sup>th</sup>) anniversary of Completion of Construction.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by JBS for the Expanded Facilities, as defined herein, not to exceed One Hundred Thousand Dollars (\$100,000.00), to offset a portion of the costs paid and incurred by JBS for the Expanded Facilities, to be paid in two payments, each payment to be not more than \$50,000.00, with the first payment to be made at the Commencement of Construction, and the last payment to be made at the Completion of Construction, each being payable only upon receipt by SEDC of written application for said payment

accompanied by evidence of satisfaction of all conditions precedent as set forth in this Incentive Agreement.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on JBS or any property or any business owned by JBS within the City.

“JBS” shall mean the John Bunker Sands Wetland Center, Inc., a Texas nonprofit corporation, and its officers, agents, successors, and permitted assigns.

“Nature Center Easement Agreement” shall mean the easement agreement between Wetlands Management LP and JBS at the cost of \$10 for a 100-year easement to the WM Property, a true and correct copy of said easement being attached hereto as Exhibit “A”.

“NTMWD Easement” shall mean an easement to be negotiated and executed by and between North Texas Municipal Water District and JBS granting an easement of at least fifty (50) years to JBS for use of the NTMWD Property, including the right to construct and operate the Expanded Facilities thereon

“NTMWD Property” shall mean that parcel of real property owned by the North Texas Municipal Water District upon which a portion of the Expanded Facilities shall be located and which shall be subject to an easement for a term of at least fifty (50) years in favor of JBS allowing JBS the use of the NTMWD Property, including but not limited to the construction and operation of the Expanded Facilities thereon.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the JBS and SEDC or the City.

“Required Use” shall mean JBS’s continuous occupancy of the Center and the Expanded Facilities for operation of the John Bunker Sands Wetland Center providing wildlife, water, and conservation educational programming, environmental and event community programming, and destination nature center facilities, all of which shall be open to the public and serving the citizens of the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

“WM Property” shall mean the real property owned by Wetlands Management LP and located at 655 Martin Lane, Seagoville, Texas, the same being subject to the Nature Center Easement Agreement.

## **Article II Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

## **Article III Grant**

3.1 Grant. SEDC agrees, subject to the continued satisfaction of all the terms and conditions of this Agreement by JBS and the obligation of JBS to repay the value or the costs incurred by SEDC to provide the Grant pursuant to Article V hereof, to provide JBS with the Grant as set forth herein.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by JBS. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered by JBS in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC. SEDC shall have no obligation or liability to provide any Grant except as allowed by law. SEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

## **Article IV Conditions to Grant**

JBS shall during the term of this Agreement satisfy and comply with the terms and conditions of this Agreement and specifically, each term and condition of this Article IV. The obligation of SEDC to provide the Grant or any portion thereof shall be conditioned upon JBS’s compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

4.1 Good Standing. JBS shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than twenty-four (24) months after the Effective Date of this Agreement

4.4 Required Use. During the term of this Agreement following Completion of Construction and continuing thereafter until expiration of this Agreement or earlier termination JBS shall continuously occupy, under the respective easements granted to JBS, the WM Property and the NMWD Property and shall further continuously operate and maintain the Center and the Expanded Facilities, all of which shall not be used during the term of this Agreement for any purpose other than the Required Use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.5 Advertisement. Beginning on the Effective Date and continuing until the Expiration Date, JBS shall, well in advance of all special events and programs which are open to the public at the Center and/or the Expanded Facilities provide, publish or advertise an announcement advising of the date, time, location, and general nature of each such special event and program (1) to the general public using JBS's social media platforms and area newspapers, when available at no cost to JBS, (2) to area libraries, including the City of Seagoville Library and to area radio stations, and (3) to the SEDC with the understanding that the SEDC may display some or all of such information on the SEDC's LED sign located within the City.

4.6 City Use of Center and Expanded Facilities. During the term of this Agreement beginning on the Effective Date and continuing thereafter until the Expiration Date and subject to availability, the City and/or the SEDC shall be allowed to schedule and utilize the Center and/or the Amphitheater portion of the Expanded Facilities for City or SEDC sponsored meetings and/or events at no cost to the City or the SEDC once each quarter, for a total of four times per twelve-month period. Meetings and events must be coordinated with JBS through the Center. City and SEDC shall be entitled, under this provision 4.6, to a maximum of three(3) meetings and one (1) special event per twelve- period.

4.7 Discounted Memberships. During the term of this Agreement beginning on the Effective Date and continuing thereafter until the Expiration Date, JBS shall offer to all residents of the City, upon request therefor and presentation of proper proof of such residency, a discount of twenty-five (25) percent in the cost of an annual individual membership for the Center (including the Expanded Facilities).

4.8 Display of City Brochures. During the term of this Agreement beginning on the Effective Date and continuing thereafter until the Expiration Date, JBS shall allow the display, in the lobby area of the Center, of a number, not to exceed twenty-five (25), of the City of Seagoville's City informational brochure.

4.9 Capital Expenditure. JBS's Capital Investment for the Expanded Facilities as of the Completion of Construction shall be not less than One Thousand (\$100,000.00) Dollars. JBS shall, not later than four (4) months after the date of Commencement of Construction and again not later than fifteen (15) calendar days after the date of Completion of Construction (as defined herein) of the Expanded Facilities, deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the construction of the Improvements, as reasonably verified by SEDC, is less than One Thousand (\$100,000.00) Dollars,

JBS shall, within thirty (30) days of receipt by JBS of written demand by SEDC, pay the SEDC the difference in value between \$100,000.00 and the final total cost of the construction of the Expanded Facilities as reasonably verified by SEDC.

## **Article V Termination; Repayment**

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by JBS shall have become delinquent (provided, however, JBS retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following JBS's receipt of written notice thereof;
- (d) upon written notice by SEDC, if JBS suffers an event of Bankruptcy or Insolvency;  
or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment due to Breach of Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b):

- (a) due to a breach of the obligation set forth in section 4.2 hereof, JBS shall immediately refund to the SEDC an amount equal to the value of the Grant received by JBS;
- (b) due to a breach of the obligation set forth in section 4.3 hereof, JBS shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by JBS;
- (c) due to a breach of an obligation set forth in section 4.4 hereof during the first three years after Completion of Construction, JBS shall immediately refund to the SEDC an amount equal to sixty percent (60%) of the Grant received by JBS;
- (d) due to a breach of an obligation set forth in section 4.4 hereof during the fourth year after Completion of Construction, JBS shall immediately refund to the SEDC an amount equal to forty percent (40%) of the Grant received by JBS;

- (e) due to a breach of an obligation set forth in section 4.4 hereof during the fifth year after Completion of Construction, JBS shall immediately refund to the SEDC an amount equal to twenty percent (20%) of the Grant received by JBS;
- (f) due to a breach of an obligation set forth in section 4.5, 4.6, 4.7, and/or 4.8 hereof, JBS shall immediately refund to the SEDC an amount equal to twenty percent (20%) of the Grant received by JBS; and
- (g) due to a breach of an obligation set forth in section 4.9 hereof, JBS shall immediately refund to the SEDC an amount equal to the value of the Grant received by JBS.

The repayment obligations of the JBS set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), JBS shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to JBS, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by JBS. The repayment obligation of JBS set forth in this Section 5.3 shall survive termination of this Agreement.

5.3 Offsets. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/or SEDC from JBS, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

## **Article VI Miscellaneous**

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that JBS and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Seagoville Economic Development  
Corporation  
Attn: Patrick Stallings, Exec. Director  
702 N. Highway 175  
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201

If intended for JBS:

John DeFillipo, Executive Director  
John Bunker Sands Wetland Center  
655 Martin Lane  
Seagoville, Texas 75159

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Employment of Undocumented Workers. During the term of this Agreement, JBS agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), JBS shall repay the value or the costs incurred by SEDC to provide the Grants herein and any other funds received by JBS from SEDC as of the date of such violation within 120 days after the date JBS is notified by SEDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. JBS is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of JBS or by a person with whom the JBS contracts.

*[Three Signature Pages to Follow]*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SEAGOVILLE ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Patrick Stallings, Executive Director

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**JOHN BUNKER SANDS WETLAND CENTER, INC.**

By: \_\_\_\_\_  
John DeFillipo, Executive Director

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John DeFillipo, Executive Director and authorized agent for of John Bunker Sands Wetland Center, Inc., a Texas nonprofit corporation, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of said John Bunker Sands Wetland Center, Inc., that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said John Bunker Sands Wetland Center, Inc. for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "A"**

Nature Center Easement Agreement

**Nature Center Easement Agreement**

Date: August 18, 2010

Grantor: Wetlands Management, LP, a Texas limited partnership

Grantor's Mailing Address: 2101 Cedar Springs Road, Suite 1600  
Dallas, TX 75201  
Attn: John Dziminski

Grantee: John Bunker Sands Wetland Center Inc., a Texas nonprofit corporation

Grantee's Mailing Address: 2101 Cedar Springs Road, Suite 1600  
Dallas, TX 75201  
Attn: Wilson Sands

Easement Land: The land described in Exhibit A attached hereto and made a part hereof and owned by Grantor.

Improvements: The improvements on the Easement Land and owned by Grantee, including the building known as the John Bunker Sands Wetland Center and associated parking areas, paths, and similar improvements.

Easement Purpose: To allow Grantee to use the Easement Land and Improvements for Grantee's activities as a charitable nonprofit corporation, including without limitation providing a place of educational opportunity for youth and other members of the community. Provided, however, the Easement created by this agreement and more particularly described and defined below is not, and the Easement Purpose is not to create, a "conservation easement" pursuant to or as described or defined in Chapter 183 of the Texas Natural Resources Code or Section 170(h) of the United States Internal Revenue Code.

Grant of Easement: Grantor hereby grants and conveys to Grantee a nonexclusive easement (the "Easement") over, on, and across the Easement Land for the Easement Purpose throughout the Easement Duration, to have and to hold the Easement. Grantor grants the Easement for the Consideration and Grantor binds itself and its successors and assigns to warrant and defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the terms and conditions of this agreement, the Reservations from Conveyance, and the Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Access: To provide a means of vehicular ingress and egress between the Easement Land from and to Farm to Market Road 1389 ("FM 1389"), Grantor further hereby grants and conveys to Grantee a nonexclusive license, coterminous with the Easement, for vehicular access over, on, and across the portion of the roadway owned by Grantor and commonly known as Martin Lane, from the intersection of Martin Lane and FM 1389, across property owned by Grantor and property adjacent to the northern boundary of the

Easement Land, to the intersection of Martin Lane and the northeast corner of the Easement Land. Provided, however, Grantor reserves the right from time to time, by written notice to Grantee, to designate alternative path(s) of vehicular access between the Easement Land from FM 1389 or other public roadway(s), in lieu of or in addition to access via Martin Lane.

**Easement Duration:** The Easement commences as of the date first set out above in this agreement and terminates on August 10, 2104. Provided, however, the Easement may be terminated on such earlier date as the parties may establish by separate agreement, or as expressly provided herein, or by written notice of abandonment by Grantee, or by abandonment by Grantor, or by written notice of termination by Grantor if without Grantor's prior written consent Grantee assigns or otherwise conveys or attempts to assign or otherwise convey its rights under this agreement, or by written notice of termination by Grantor if Grantee fails to use the Easement Land for the Permitted Use for a period of five (5) years or more, or by mutual written agreement of Grantor and Grantee.

**Consideration:** The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Reservations from Conveyance:** Grantor reserves all rights, titles, interests, and estates in and to the Easement Land, subject to and except for the rights of Grantee hereunder. Without limitation, Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the Easement Land for all purposes that do not unreasonably interfere with or unreasonably interrupt the use or enjoyment of the Easement by Grantee for the Easement Purposes. Grantor further reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Land in conjunction with Grantee and the right to convey to others the right to use all or part of the Easement Land in conjunction with Grantee, as long as such further conveyance is subject to the terms and conditions of this agreement.

**Exceptions to Warranty:** All matters of record or otherwise affecting the Easement Land.

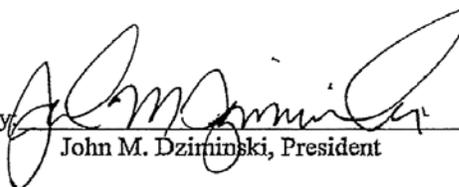
*[Remainder of page intentionally left blank. Signatures follow.]*

**SIGNATURE PAGES TO NATURE CENTER EASEMENT AGREEMENT**

**GRANTOR:**

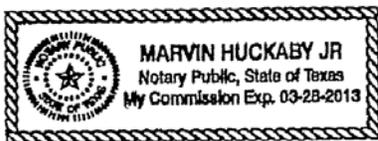
**WETLANDS MANAGEMENT, LP**

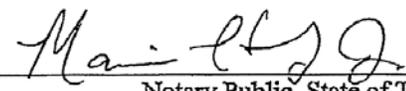
By: Wetlands Management GP, LLC,  
its general partner

By:   
John M. Dzimirski, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of August, 2010, by John M. Dzimirski, President of Wetlands Management GP, LLC, a Delaware limited liability company, in its capacity as general partner of Wetlands Management, LP, a Delaware limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas



**Exhibit A – Easement Land**

BEING a tract or parcel of land situated in Kaufman County, Texas, and being part of the Peter Stockman Survey Abstract 445, and being part of the sixth tract listed (Volume 432, Page 352) conveyed to Wetlands Management, LP by deed recorded in Volume 2476, Page 377 of the Deed Records of Kaufman County, and being more particularly described as follows:

BEGINNING at a point for corner at ½" iron rod set that is North 85° 54' 19" East a distance of 3359.7 feet from the intersection of the southerly line of Martin Lane and the southeasterly line of F.M. 1389;

THENCE North 87° 01' 20" East a distance of 351.68 feet to a point for corner at a ½" iron rod set;

THENCE South 7° 43' 09" East a distance of 115.66 feet to a point for corner at a ½" iron rod set;

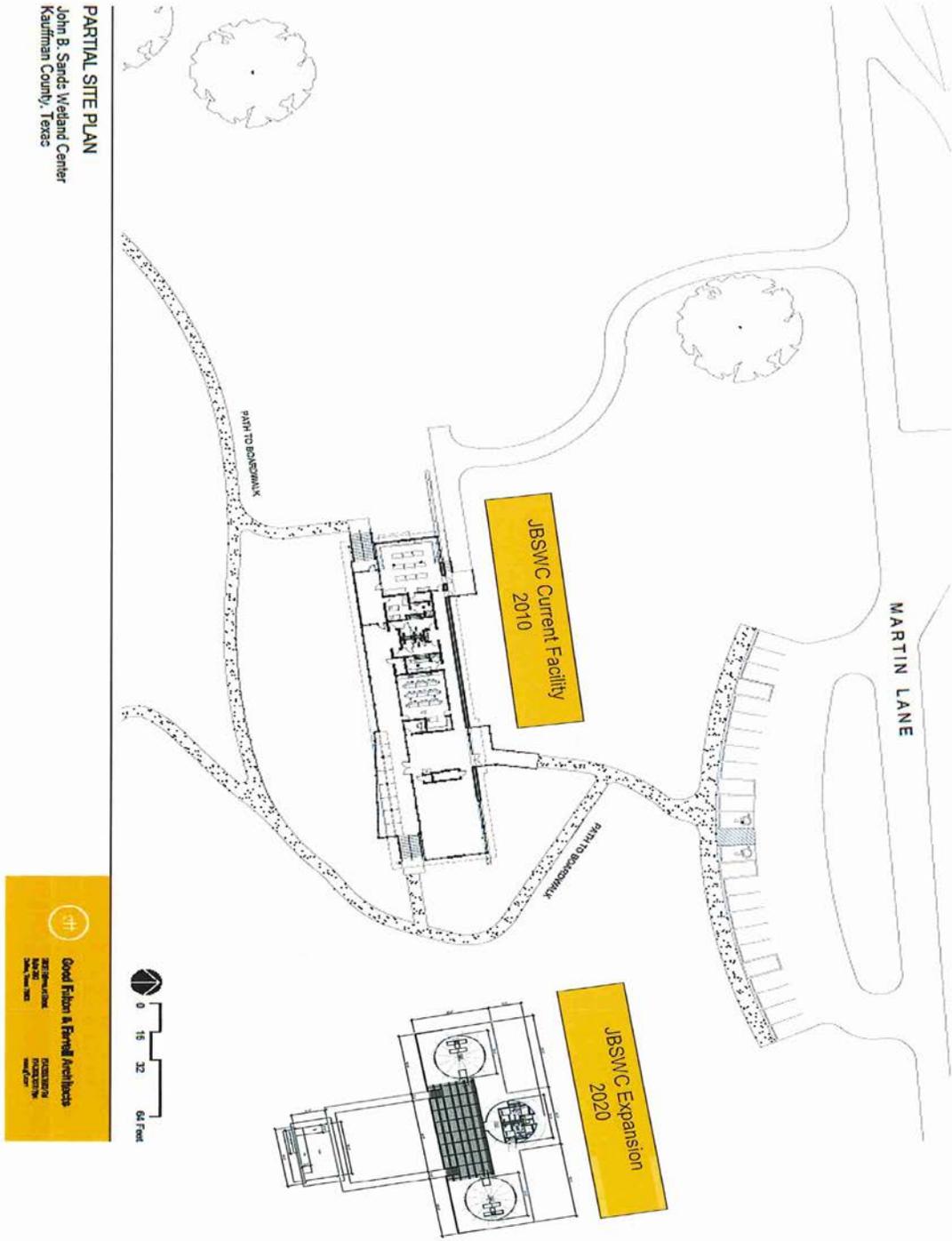
THENCE South 82° 16' 51" West a distance of 139.72 feet to a point for corner at a 1/2 " iron rod set;

THENCE South 7° 43' 09" East a distance of 115.35 feet to a point for corner at a ½" iron road set;

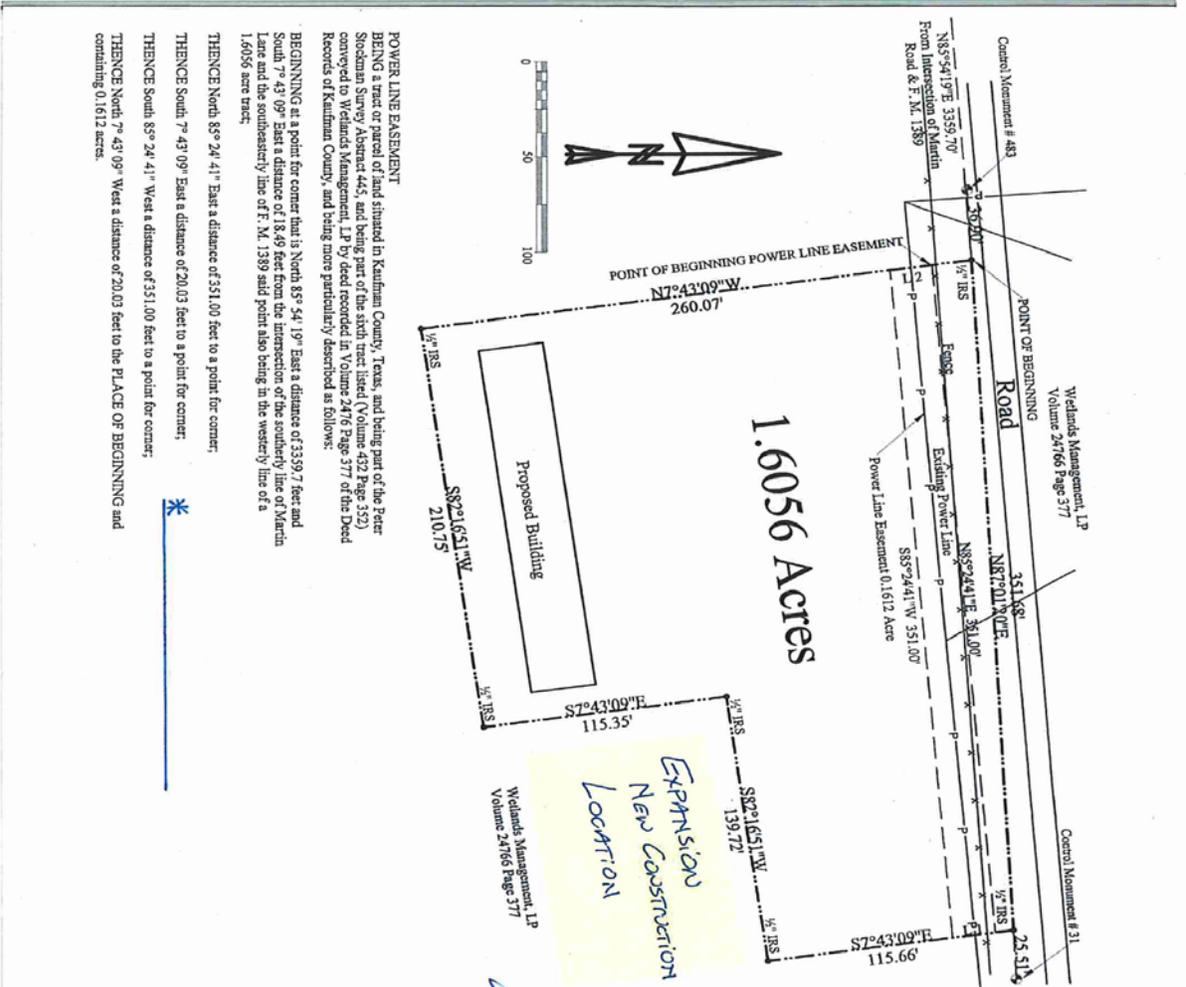
THENCE South 82° 16' 51" West a distance of 210.75 feet to a point for corner at a ½" iron rod set;

THENCE North 7° 43' 09" West a distance of 260.07 feet to the PLACE OF BEGINNING and containing 1.6056 acres, more or less.

# EXHIBIT "B"



**PARTIAL SITE PLAN**  
John B. Sands Wetland Center  
Kaufman County, Texas



BEING a tract or parcel of land situated in Kaufman County, Texas, and being part of the Peter Stockman Survey, Abstract 445, and being part of the sixth tract listed (Volume 432 Page 332) conveyed to WELANDS MANAGEMENT, LP by deed recorded in Volume 2476 Page 377 of the Deed Records of Kaufman County, and being more particularly described as follows:

BEGINNING at a point for corner at a 1/4" from rod set that is North 89° 54' 19" East a distance of 3359.7 feet from the intersection of the southerly line of Martin Lane and the southeasterly line of F. M. 1389;

THENCE North 87° 01' 20" East a distance of 351.68 feet to a point for corner at a 1/4" from rod set;

THENCE North 7° 43' 09" East a distance of 115.66 feet to a point for corner at a 1/4" from rod set;

THENCE South 82° 16' 51" West a distance of 139.72 feet to a point for corner at a 1/4" from rod set;

THENCE South 7° 43' 09" East a distance of 115.35 feet to a point for corner at a 1/4" from rod set;

THENCE South 82° 16' 51" West a distance of 210.75 feet to a point for corner at a 1/4" from rod set;

THENCE North 7° 43' 09" West a distance of 260.07 feet to the PLACE OF BEGINNING and containing 1.6056 acres.

**SURVEYORS DECLARATION**

I hereby declare that this true and accurate survey made on the ground under my personal supervision on September 18, 2007, correctly shows the relation of the buildings and other structures to the property lines of land indicated hereon, and that there are no encroachments or overlaps on adjoining property of property covered by this survey, or of adjoining buildings or structures on said land, except as shown, noted or described on the survey. This survey is subject to any assessments not visible on the ground.

*[Signature]*  
 N. W. KRIEGER, JR.  
 SURVEYOR

**POWER LINE EASEMENT**  
 BEING a tract or parcel of land situated in Kaufman County, Texas, and being part of the Peter Stockman Survey, Abstract 445, and being part of the sixth tract listed (Volume 432 Page 332) conveyed to WELANDS MANAGEMENT, LP by deed recorded in Volume 2476 Page 377 of the Deed Records of Kaufman County, and being more particularly described as follows:

BEGINNING at a point for corner that is North 89° 54' 19" East a distance of 3359.7 feet and South 7° 43' 09" East a distance of 18.49 feet from the intersection of the southerly line of Martin Lane and the southeasterly line of F. M. 1389 said point also being in the westerly line of a 1.6056 acre tract.

THENCE North 89° 24' 41" East a distance of 351.00 feet to a point for corner;

THENCE South 7° 43' 09" East a distance of 20.03 feet to a point for corner;

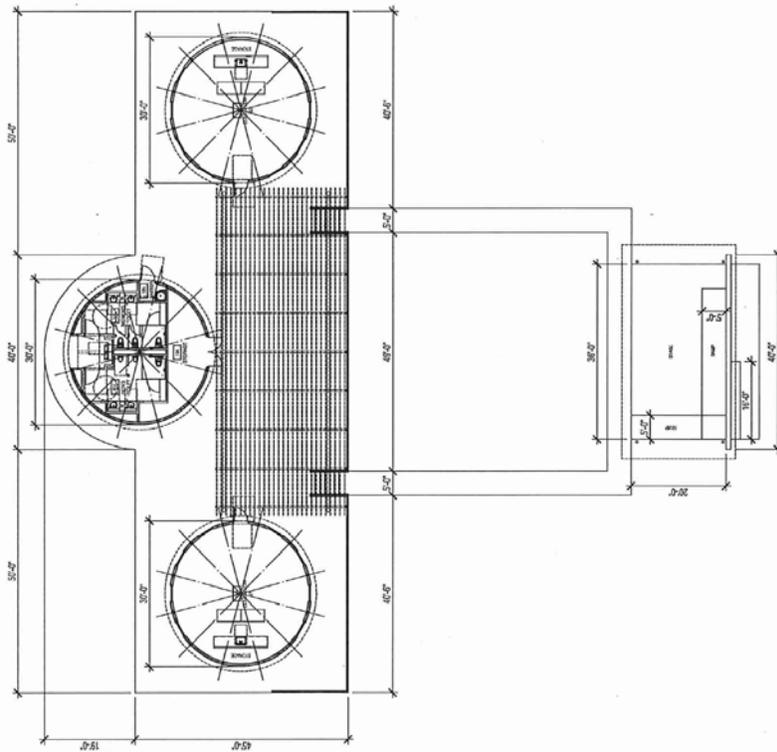
THENCE South 89° 24' 41" West a distance of 351.00 feet to a point for corner;

THENCE North 7° 43' 09" West a distance of 20.03 feet to the PLACE OF BEGINNING and containing 0.1612 acres.









## ***Regular Session Agenda Item: 12***

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the Seagoville Economic Development Corporation's engagement of enVision Stone to perform the enVision stone and stucco work at 108 Railroad Avenue as set forth in the quote attached hereto as Exhibit "A" in an amount not to exceed Ten Thousand Five Hundred Fifty Dollars and No Cents (\$10,550. 00); authorizing the Executive Director / City Manager to execute any documents necessary for the performance of said work; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The SEDC previously approved the remodeling of its building located at 108 Railroad Avenue, the exterior façade of the building materials was not included in the original work approved. On January 14, 2020 the SEDC approved a quote from enVision Stone to furnish and install faux stone to the front and side of the building, as well as to the backside of the building that is currently existing brick, and to also furnish and install stucco under the front overhang.

### **FINANCIAL IMPACT:**

The financial impact to the SEDC Operating Budget will be \$10,550.00 if approved.

### **RECOMMENDATION:**

Staff recommends approving the scope of work with enVision Stone.

### **EXHIBITS:**

Resolution  
Exhibit "A" Quotation from enVision Stone  
Pictures

**A RESOLUTION OF THE CITY OF SEAGOVILLE**

**RESOLUTION NO. –R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S ENGAGEMENT OF ENVISION STONE TO PERFORM THE ENVISION STONE AND STUCCO WORK AT 108 RAILROAD AVENUE AS SET FORTH IN THE QUOTE ATTACHED HERETO AS EXHIBIT "A" IN AN AMOUNT NOT TO EXCEED TEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$10,550.00); AUTHORIZING THE EXECUTIVE DIRECTOR / CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE PERFORMANCE OF SAID WORK; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation (SEDC) previously approved the remodeling of its building located at 108 Railroad Avenue; and

**WHEREAS**, the exterior facade of the building materials was not included in the original remodeling work approved; and

**WHEREAS**, staff has received a quote from enVision Stone to furnish and install faux stone to the front and side of the SEDC building located at 108 Railroad Avenue, as well as to the back side of the building that is currently existing brick, and to also furnish and install stucco under the front overhang for a price not to exceed \$10,550.00; and

**WHEREAS**, in its regular meeting on January 14, 2020, the SEDC Board of Directors found it to be in the best interest to authorize and approve enVision Stone to perform the envision stone and stucco work to the exterior facade at 108 Railroad Avenue as set forth in the quote attached hereto as Exhibit "A" in an amount not to exceed Ten Thousand Five Hundred Fifty Dollars and no cents (\$10,550.00), and to authorize the Executive Director to execute any documents necessary for the performance of said work; and

**WHEREAS**, based on the foregoing, the City Council finds it in the best interest of the citizens of the City to approve and ratify the SEDC's engagement of enVision Stone to have stone and stucco work at 108 Railroad Avenue.

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

**SECTION 1.** The City Council hereby ratifies and approves the SEDC's engagement of enVision Stone to perform the stone and stucco work to the exterior facade at 108 Railroad Avenue as set

forth in the quote attached hereto as Exhibit "A" in an amount not to exceed Ten Thousand Five Hundred Fifty Dollars and no cents (\$10,550.00), and authorizes the Executive Director to execute any documents necessary for the performance of said work.

**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 State law and it is accordingly resolved.

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas on the 27<sup>th</sup> day of January 2020.

APPROVED:

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Dennis K. Childress, Mayor

ATTEST:

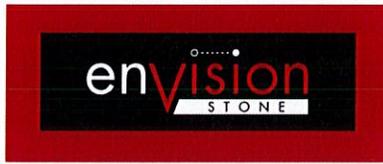
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Kandi Jackson, City Secretary

APPROVED AS TO FORM:

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Victoria Thomas, City Attorney  
TM113382 012320



January, 2, 2020

**Quotation**

City of Seagoville  
702 N. Hwy 175  
Seagoville, TX 75159  
Attn: Ladis Barr

Job Location:  
108 N. Railroad Rd.  
Seagoville, TX

**Item #1:**

Furnish and Install enVision Stone to front and side of existing building  
\$8800.00

**Add #1:**

Furnish and install stucco under front overhang  
\$ 450.00

**Add #2:**

Furnish and install enVision Stone to back side of building that is existing brick  
\$1300.00

**Terms:**

Quoted no tax  
Net 10 days















## ***Regular Session Agenda Item: 13***

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas amending Resolution No. 79-R-2019 to increase the costs from One Hundred Sixteen Thousand Four Hundred Sixty Four Dollars and Twenty-Five Cents (\$116,464.25) to an amount not to exceed One Hundred Thirty One Thousand Four Hundred Dollars and Thirty Cents (\$131,400.30) to provide for concrete stabilization on Simonds Road, from Highway 175 to approximately Two Hundred feet (200') west of Cloverhill, as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair to Anderson Asphalt & Concrete Paving. Pursuant to said contract, Company submitted an estimate in the amount of \$116,464.25 for the repair of Simonds Road, from Highway 175 to approximately 200' west of Cloverhill, which was approved by Resolution No. 79-R-2019. Staff has requested that Company include concrete stabilization for the work performed on Simonds Road which would increase the costs from One Hundred Sixteen Thousand Four Hundred Sixty Four Dollars and twenty-five cents (\$116,464.25) to an amount not to exceed One Hundred Thirty One Thousand Four Hundred Dollars and thirty cents (\$131,400.30).

### **FINANCIAL IMPACT:**

\$131,400.30

### **RECOMMENDATION:**

Staff recommends that Council approve this increase.

### **EXHIBITS:**

Resolution  
Exhibit "A" Maintenance Contract

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS  
RESOLUTION NO. \_\_-R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AMENDING RESOLUTION NO. 79-R-2019 TO INCREASE THE COSTS FROM ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS AND TWENTY-FIVE CENTS (\$116,464.25) TO AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED DOLLARS AND THIRTY CENTS (\$131,400.30) TO PROVIDE FOR CONCRETE STABILIZATION ON SIMONDS ROAD, FROM HIGHWAY 175 TO APPROXIMATELY TWO HUNDRED FEET (200') WEST OF CLOVERHILL, AS SET FORTH IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair ("Contract") to Anderson Asphalt & Concrete Paving ("Company"); and

**WHEREAS**, pursuant to said Contract, Company submitted an estimate in the amount of \$116,464.25 for the repair of Simonds Road, from Highway 175 to approximately 200' west of Cloverhill, which was approved by Resolution No. 79-R-2019; and

**WHEREAS**, staff has requested that Company include concrete stabilization in the work to be performed on Simonds Road; and

**WHEREAS**, Company has revised the original estimate to include the costs of concrete stabilization as requested by staff; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the revised estimate and has determined it to be in the best interest of the City to amend Resolution No. 79-R-2019 to increase the costs from One Hundred Sixteen Thousand Four Hundred Sixty Four Dollars and twenty-five cents (\$116,464.25) to an amount not to exceed One Hundred Thirty One Thousand Four Hundred Dollars and thirty cents (\$131,400.30) to provide for concrete stabilization on Simonds Road as set forth herein;

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

**SECTION 1.** The City Council hereby amends Resolution No. 79-R-2019 to increase the costs from One Hundred Sixteen Thousand Four Hundred Sixty Four Dollars and twenty-five cents (\$116,464.25) to an amount not to exceed One Hundred Thirty One Thousand Four Hundred

Dollars and thirty cents (\$131,400.30) to provide for concrete stabilization on Simonds Road, from Highway 175 to approximately 200' west of Cloverhill , as set forth in Exhibit A, attached hereto and incorporated herein; and, the City Manager is authorized to execute any documents necessary for the work to be performed.

**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.** This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 27<sup>th</sup> day of January, 2020.

**APPROVED:**

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Victoria Thomas, City Attorney  
(/cdb 01/16/2020)

**EXHIBIT "A"**

<b>Anderson Asphalt &amp; Concrete Paving</b>	<b>City of Seagoville Maintenance Contract</b>
January 15, 2020	SIMONDS RD

	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1C	Mobilization (5% of Contract)	1	EA	10,000.00	10,000.00
5.1	Cement treated base (6" Thick)	2,067	SY	9.00	18,603.00
6.1	Cement (22 LBS/SY)	35	TN	210	7,350.00
9.1	Hot Mix Asphalt Pavement (4" Thick), Type B	475	TN	117.50	55,812.50
11	Hot Mix Asphalt Pavement (2" Thick), Type D	238	TN	128.00	30,464.00
16	Backfill Pavement Edges	1,152	LF	2.80	3,225.60
18	Manhole and Valve Adjustments	1	EA	800.00	800.00
19	4-inch Painted Pavement Markings (Type I, White or Yellow, Broken or Solid) Ins	2,304	LF	1.30	2,995.20
21	Traffic Control	10	DAYS	215.00	2,150.00
			<b>TOTAL</b>		<b>131,400.30</b>

## ***Regular Session Agenda Item: 14***

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a defined scope of services basis (“Agreement”) with Halff Associates, Inc. for the Haven Hills Drainage Improvements project as set forth in Exhibit “1” and the Scope of Services, which is attached thereto as Exhibit “A”, in an amount not to exceed \$20,000.00; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City is in need of assistance with the Haven Hills Drainage Project. This project involves drainage improvements at Woodhaven Drive intersections with Greenhaven Drive within the Haven Hill subdivision. The intersection of Woodhaven and Greenhaven Drive will be reconstructed with adjusted grades along the same lines with the purpose to redirect storm water runoff that originates upstream of the intersection to Greenhaven Drive; reducing the total drainage area to Woodhaven Drive and May Road.

### **FINANCIAL IMPACT:**

The financial impact will be \$20,000.00 if approved.

### **RECOMMENDATION:**

Staff recommends approving the scope of work with Halff Associates, Inc.

### **EXHIBITS:**

Resolution  
Exhibit “1” Agreement for Professional Engineering Services  
Exhibit “A” Scope of Services

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_ - R - 2020**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE HAVEN HILLS DRAINAGE IMPROVEMENTS PROJECT AS SET FORTH IN EXHIBIT "1" AND THE SCOPE OF SERVICES, WHICH IS ATTACHED THERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$20,000.00; 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**, City is in need of assistance with the Haven Hills Drainage Improvements Project ("Project") at the intersection of Woodhaven with Greenhaven Drive; and

**WHEREAS**, Engineer has provided a proposal for professional engineering services for a defined scope of services for the Project as set forth in Exhibit "1" and the Exhibit "A" attached thereto; and

**WHEREAS**, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City to approve the Professional Services Agreement with Halff Associates, Inc. for engineering services on the defined scope of services for the Project in an amount not to exceed Twenty Thousand Dollars and no cents (\$20,000), and authorizes the City Manager to execute the same;

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

**Section 1.** The City Council hereby approves the agreement for Professional Engineering Services on a defined scope of services basis ("Agreement") with Halff Associates, Inc. for the Haven Hills Drainage Improvements Project as set forth in Exhibit "1" and the Scope of Services, which is attached thereto as Exhibit "A", in an amount not to exceed Twenty Thousand Dollars and no cents (\$20,000.00) 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.** This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas this 27<sup>th</sup> day of January, 2020.

**APPROVED:**

---

Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney  
(/cdb 01/15/2020)

## 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 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".

### W I T N E S S E T H:

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 Home Rule City. 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 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 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 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.**

[SIGNATURE PAGE TO FOLLOW]

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.

By: Stephen Crawford  
Signature  
Stephen Crawford  
Printed Name  
Vice President  
Title  
10-23-19  
Date

CLIENT: CITY OF SEAGOVILLE, TEXAS

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

**EXHIBIT “A”  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.  
HAVEN HILLS DRAINAGE IMPROVEMENTS  
(WOODHAVEN DRIVE AT GREENHAVEN DRIVE)**

**I. PROJECT DESCRIPTIONS**

**Haven Hills Drainage Improvements (Woodhaven Drive at Greenhaven Drive)**

The project involves drainage improvements at Woodhaven Drive intersections with Greenhaven Drive within the Haven Hills subdivision. The intersection of Woodhaven and Greenhaven will be reconstructed with adjusted grades along the same lines with the purpose to redirect storm water runoff that originates upstream of the intersection to Greenhaven Drive; reducing the total drainage area to Woodhaven Drive and May Road. The project also includes new paving for any street adjustments (same pavement type), grading for drainage, and erosion control.

Services provided by the Engineer include preparation of construction documents for the aforementioned improvements and topographical surveying.

**II. TASK SUMMARY**

Task 1 – Survey.

- Survey for Design: Halff will provide surveying services at the intersection of Greenhaven and Woodhaven Drives, and along an existing easement as shown on the attached exhibit. Survey will be limited to tying top of curb, street center lines, and other small features required to establish new grades lines for the intersection. Boundary surveys and legal exhibit preparations are excluded from this scope of work.

Task 2 – Engineering

- Pre-final Construction Plans: Prepare conceptual construction plans including a 1”=40’ scale drawings (22 inch x 34 inch, reproducible to half-size) including paving plan with typical sections, drainage area map, and probable construction costs.
- Final Construction Plan: Address the City’s comments from the Concept Plan Submittal; prepare pre-final design plans a combined paving, grading and removal plan, a typical section, drainage area map, and standard details.
- Prepare Draft Construction Contract Documents and Specifications for review at Pre-Final and Final submittals.
- Engineer’s Opinion of Probable Construction Cost for each submittal

Task 3 – Construction Administration and Record Drawings

- Construction Site Visits – 1 site visits per month for a 2-month construction duration by Project Engineer.

- Review and recommendation to the City of Contractor Submittals
- Coordination with the City during construction for design modifications
- Meetings with the City and Contractor as requested
- Electronic Record Plan Set: Incorporate the Contractor, City Inspector, and Engineer's as-built mark-ups; Prepare PDF and AutoCAD files of the record drawings for the City
- Total man-hours for Construction Administration tasks shall not exceed 40 hours without fee adjustment.

### **III. ADDITIONAL SERVICES**

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

- Changes to plans due to City design criteria changes after the 90% plan review and notice to proceed on the 100% plans.
- Submittal, Review, Platting, and Permitting Fees or other Fees associated with adjacent commercial and/or residential development.
- Franchise utility infrastructure design.
- Legal Descriptions for vacation of utility easements and/or ROW.
- Legal Descriptions for vacation of utility easements and/or ROW.
- Right-of-Way appraisal and acquisition services.
- Construction Inspection and Resident Engineering services not specifically included in the scope.
- Construction Material Testing services.
- CLOMR/LOMR studies and/or applications and field survey for as-built verification.
- Individual Section 404 Permitting and site specific mitigation plans.
- Preparation of Construction related SWPPP, NOI, NOT, etc.
- Construction layout staking.
- Hazardous material site assessment.
- Development of signal timing plans for the intersections.
- Full-Time Construction Inspection.
- Items not specifically included in the Scope of Services.

#### **IV. DELIVERABLES**

Deliverables are for each project part.

<b>Task</b>	<b>Deliverables</b>
Task 1 – Survey	<ul style="list-style-type: none"><li>• none</li></ul>
Task 2 – Engineering	<ul style="list-style-type: none"><li>• Two (2) of 22” x 34” Construction plans at concept, pre-final, and final submittals</li><li>• Two (2) Sets of 11” x 17” Construction plans at concept, pre-final, and final submittals</li><li>• PDF copies of all deliverables</li></ul>
Task 3 – Construction Administration and Record Drawings	<ul style="list-style-type: none"><li>• Copies of Site Visit Reports</li><li>• Copies of Submittal Reviews</li><li>• One (1) 22”x34” bond copy of the record drawings</li><li>• One (1) PDF copy of each sheet of the record drawings</li></ul>

**EXHIBIT "A"**  
**COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.  
HAVEN HILLS DRAINAGE IMPROVEMENTS  
(WOODHAVEN DRIVE AT GREENHAVEN DRIVE)**

**I. COMPENSATION SCHEDULE – HAVEN HILLS DRAINAGE IMPROVEMENTS**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	November 19, 2019	
Task 1 – Survey	December 2019	\$3,000
Task 2 – Engineering	January 2020	\$12,000
Task 3 – Construction Administration and Record Drawings	March 2020	\$5,000
<b>Total Compensation</b>		<b>\$20,000</b>

## II. COMPENSATION SUMMARY – HAVEN HILLS DRAINAGE IMPROVEMENTS

<b>Basic &amp; Special Engineering Services (Lump Sum)</b>	<b>Amount</b>
Task 1 – Survey	<b>\$3,000</b>
Task 2 – Engineering	<b>\$12,000</b>
<b>Total Basic &amp; Special Engineering Services:</b>	<b>\$15,000</b>

<b>Special Construction Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
Task 3 – Construction Administration & Record Drawings	<b>\$5,000</b>
<b>Total Special Construction Services:</b>	<b>\$5,000</b>

## ***Regular Session Agenda Item: 15***

**Meeting Date: January 27, 2020**

### **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: 16***

**Meeting Date: January 27, 2020**

**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

## *Executive Session Agenda Item: 17*

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

#### Recess into Executive Session

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

A § 551.071. Consultation with City Attorney: receive legal advice related to Open Meetings Act

B § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 18*

**Meeting Date: January 27, 2020**

### **ITEM DESCRIPTION:**

#### **Reconvene into Regular Session**

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 Open Meetings Act
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A