



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, JUNE 15, 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**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

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

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

- 1. Consider approving City Council Meeting minutes for May 28, 2020 and June 1, 2020 (City Secretary)**
- 2. Consider approving Electric Reliability Council of Texas (ERCOT) vote for Elections of Two New Unaffiliated Directors and Re-Election of an Unaffiliated Director, Proposed Amendments to the ERCOT Bylaws, and Special Meeting of Corporate Members Called by the Board (City Manager)**

**REGULAR AGENDA-**

- 3. Receive a presentation concerning projected FYE financial statements for FY 2020, followed by FY 2021 budget discussion (Finance Director)**
- 4. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving a Project Specific Agreement (“PSA”) with GSBS Architects for Professional Planning Services for a Civic Center Complex and facilities as set forth in the proposal letter attached hereto as Exhibit “A”, in an amount not to exceed \$15,000.00; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (City Manager)**
- 5. Discuss assisting the Chamber of Commerce with a grant in the amount of Five Thousand Dollars (\$5,000.00) (Councilmember Fruin)**
- 6. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Professional Services Agreement between the City of Seagoville and Hypercore Networks for a two year contract providing Fiber Internet Service at three City of Seagoville locations and Coax Internet at one location, which is attached hereto and incorporated herein as Exhibit A, providing for a repealing clause; providing for a severability clause; and providing an effective date (Library Director)**
- 7. Discussion regarding spending of Cares Act Covid Relief funds (Director of Health and Code)**
- 8. Discuss and consider a Resolution of the City of Seagoville, Texas, declaring certain city property surplus and authorizing the City Manager to sell, trade, donate, and/or dispose of it in accordance with the process established in the Code of Ordinances; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)**
- 9. Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing the purchase of one 2020 Chevrolet Tahoe Police Vehicle at a total cost of \$40,212.70 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)**
- 10. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 11. 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.**

**12. 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 Notice of Claim, TML Claim No.: LB000000114453 – Shayla Logan**

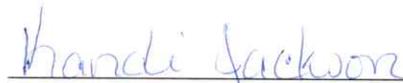
**13. Reconvene into Regular Session**

**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 Notice of Claim, TML Claim No.: LB000000114453 – Shayla Logan**

**Adjourn**

Posted Thursday, June 11, 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, July 6, 2020 Regular City Council Meeting**
- **Monday, July 20, 2020 Regular City Council Meeting**
- **Monday, August 3, 2020 Regular City Council Meeting**
- **Monday, August 17, 2020 Regular City Council Meeting**

# *Consent Session Agenda Item: 1*

**Meeting Date: June 15, 2020**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for May 28, 2020 and June 1, 2020.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for Special Called Meeting May 28, 2020 and Regular Meeting June 1, 2020.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS:**

May 28, 2020 Special Called Meeting  
June 1, 2020 Work Session Minutes  
June 1, 2020 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
SPECIAL SESSION  
MAY 28, 2020**

**The Special Session of the City Council of the City of Seagoville, Texas was called to order at 7:16 p.m. on Monday, May 28, 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	Absent

The following staff members were also present: City Manager Patrick Stallings, Attorney Victoria Thomas, Health Inspector Jimmy Stephens, and City Secretary Kandi Jackson.

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

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

**Mayor’s Report** – *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.*

**REGULAR AGENDA-**

- 1. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement with Dallas County, Texas, relating to the Cares Act Funding; authorizing its execution by the City Manager; and providing an effective date (Director of Health and Code)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement with Dallas County, Texas, relating to the Cares Act Funding; authorizing its execution by the City Manager; and providing an effective date – Magill.*

*Councilmember Hernandez asked for a briefing before the votes are taken.*

*Health Inspector Stephens stated this Resolution approves the terms and conditions of an Interlocal Cooperation Agreement with Dallas County, Texas, relating to the Cares Act Funding.*

*Councilmember Hernandez asked if the funds can be used to recuperate the cost for firefighters performing tests at nursing homes. Health Inspector Stephens stated yes, and the funds can even be used to recuperate costs back to March as long as it is a cost associated with the pandemic.*

*Councilmember Magill stated his motion still stands, seconded by Hernandez; motion passed with all ayes. 4/0*

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

*Councilmember Hernandez stated yesterday was the last day of school for Dallas Independent School District (DISD) students, so watch for children outside playing and enjoy your summer.*

- 3. 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 6:40 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JUNE 1, 2020**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, June 1, 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 Absent
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember Arrived at 6:45 p.m.

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, 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 May 18, 2020 (City Secretary)**

*No questions.*

**2. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the Dallas County Hazard Mitigation Plan Update; and providing an effective date (Fire Chief)**

*Fire Chief Gilcrease explained this Resolution approves the Dallas County Hazard Mitigation Plan Update and it is updated every five (5) years.*

**3. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**

*City Secretary Jackson stated Place Five (5) on the Animal Shelter Oversight Committee is vacant. She stated Ms. Stephanie Boyett submitted an application to fill that vacancy. She stated a background check has been performed in accordance with Ordinance No. 24-2019.*

*No questions.*

**4. Discuss and provide guidance to staff concerning the use of Seagoville Council Chambers for meetings and events not under the direction of the City of Seagoville (City Secretary)**

*City Manager Stallings stated the Council Chambers are used to hold several meetings at City Hall. He stated when Dallas County uses the Council Chambers for voting it causes Staff to reschedule meetings.*

*City Secretary Jackson stated all Council Meetings, Planning & Zoning Meetings, Board of Adjustments Meetings, SEDC Meetings, Municipal Court, Pre-Bid Meetings, Bid Openings, frequently the Library Board Meetings and Staff Meetings, and other meetings as necessary are held in Council Chambers. She also stated on Tuesday, July 14, 2020 Planning & Zoning has a meeting planned and they are required by law to send letters and post notices of public hearings for their meetings.*

*City Manager Stallings stated Dallas County could use the foyer at City Hall for voting on Tuesday, July 14, 2020 if Council so chooses.*

**5. Discuss and consider a Resolution of the City of Seagoville, Texas, approving a Project Specific Agreement (“PSA”) with Dallas County for roadway striping on Type “B” roadways, which is attached hereto as Exhibit “A” and which includes the Attachments A and B thereto, in an amount not to exceed \$9,780.50; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development Director)**

*Community Development Director Barr stated this Resolution approves a Project Specific Agreement (“PSA”) with Dallas County for roadway striping on Type “B” roadways, which is in the City of Seagoville.*

*No questions.*

**6. Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing Grove Electrical Service, Inc. to install ten (10) pole lights and piers, as set forth in Exhibit “A”, which is attached hereto, at C. O. Bruce “Central” Park for compensation in an amount not to exceed Sixty One Thousand Two Hundred Seventy Five Dollars and No Cents (\$61,275.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date (Community Development Director)**

*Mayor Childress stated this item will be pulled from the Agenda.*

**7. Discuss and consider directing staff on whether to permit the Seagoville Chamber of Commerce to expand Fireworks in the Park by including certain activities usually held with Mayfest (Community Development Director)**

*Community Development Director Barr stated Staff is seeking direction concerning the expansion of Fireworks in the Park by including certain activities usually held with Mayfest. He stated Mayfest was cancelled due to the pandemic. He also stated the proposed dates for the activities is Thursday, June 25, 2020 through Sunday, June 28, 2020.*

*City Manager Stallings stated Mayfest is a major fundraiser for the Chamber of Commerce.*

*Councilmember Magill stated the doctors indicate the virus cannot survive in the sun and he is in support of the expansion.*

*Mayor Childress suggested moving the event to July to have some extra time. Community Development Director Barr stated Fireworks in the Park has to be held at the end of June because of the company the City contracts with for the event.*

*Mayor Pro Tem Epps stated he is in support of the expansion due to the missed events for the Chamber of Commerce.*

*Councilmember Fruin stated he in support of the expansion.*

**Adjourned at 6:48 p.m.**

**APPROVED:**

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

**ATTEST:**

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



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
JUNE 1, 2020**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, June 1, 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, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

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

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

**Mayor’s Report** – *Mayor Childress stated Director of Administrative Services Brown will have the Mayor’s Report. Director of Administrative Services Brown stated the City of Seagoville teamed up with Seagoville High School to provide intern opportunities to students. She shared the plaque given to the City of Seagoville from Seagoville High School.*

**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 May 18, 2020 (City Secretary)**  
*Motion to approve City Council Meeting minutes for May 18, 2020 – Epps, seconded by Howard; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the Dallas County Hazard Mitigation Plan Update; and providing an effective date (Fire Chief)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the Dallas County Hazard Mitigation Plan Update; and providing an effective date – Epps, seconded by Magill; motion passed with all ayes. 5/0*

**3. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**

*Councilmember Magill thanked Ms. Boyett for volunteering her time to serve.*

*Motion to appoint Ms. Boyett to Place (5) on the Animal Shelter Oversight Committee – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**4. Discuss and provide guidance to staff concerning the use of Seagoville Council Chambers for meetings and events not under the direction of the City of Seagoville (City Secretary)**

*City Secretary Jackson stated City Hall is utilized for all Council Meetings, Planning & Zoning Meetings, Board of Adjustments Meetings, SEDC Meetings, Municipal Court, Pre-Bid Meetings, Bid Openings, frequently the Library Board Meetings and Staff Meetings, and other meetings as necessary. She stated Dallas County has contacted Staff to utilize City Hall for voting on Tuesday, July 14, 2020 and Planning & Zoning has a meeting scheduled that evening. She also stated it was mentioned during Work Session to allow Dallas County to utilize the foyer of City Hall for voting.*

*Motion to allow Dallas County to utilize the foyer of City Hall for voting – Epps, seconded by Hernandez; motion passed with all ayes. 5/0*

**5. Discuss and consider a Resolution of the City of Seagoville, Texas, approving a Project Specific Agreement (“PSA”) with Dallas County for roadway striping on Type “B” roadways, which is attached hereto as Exhibit “A” and which includes the Attachments A and B thereto, in an amount not to exceed \$9,780.50; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, approving a Project Specific Agreement (“PSA”) with Dallas County for roadway striping on Type “B” roadways, which is attached hereto as Exhibit “A” and which includes the Attachments A and B thereto, in an amount not to exceed \$9,780.50; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**6. Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing Grove Electrical Service, Inc. to install ten (10) pole lights and piers, as set forth in Exhibit “A”, which is attached hereto, at C. O. Bruce “Central” Park for compensation in an amount not to exceed Sixty One Thousand Two Hundred Seventy Five Dollars and No Cents (\$61,275.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date (Community Development Director)**

*Mayor Childress stated this item will be tabled.*

**7. Discuss and consider directing staff on whether to permit the Seagoville Chamber of Commerce to expand Fireworks in the Park by including certain activities usually held with Mayfest (Community Development Director)**

*Community Development Director Barr stated the expansion of the Fireworks in the Park Event will allow for a carnival, craft, and car show and will be held June 25, 2020 through June 28, 2020.*

*Councilmember Hernandez stated he wants to make sure there are enough sanitizer stations.*

*In response to a question by Councilmember Fruin, Community Development Director Barr stated there will be port-a-lets.*

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

*None.*

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

*Councilmember Hernandez stated he would liked to discuss public restrooms and diaper changing stations in local retail.*

*Councilmember Magill stated he has neighbor firing a firearm in his neighborhood each day.*

*Councilmember Fruin stated he would like to discuss granting Five Thousand Dollars (\$5,000.00) to the assist the Chamber of Commerce.*

**Adjourned at 7:18 p.m.**

**APPROVED:**

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

**ATTEST:**

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

## ***Consent Session Agenda Item: 2***

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Consider approving Electric Reliability Council of Texas (ERCOT) vote for Elections of Two New Unaffiliated Directors and Re-Election of an Unaffiliated Director, Proposed Amendments to the ERCOT Bylaws, and Special Meeting of Corporate Members Called by the Board.

### **BACKGROUND OF ISSUE:**

Electric Reliability Council of Texas (ERCOT) is asking the City of Seagoville to approve their vote for the Election of two new unaffiliated directors and re-election of an unaffiliated director, proposed amendments to the ERCOT Bylaws, and special meeting of corporate members called the board. The ERCOT request is attached for your convenience.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Correspondence to Corporate Members re Special Meeting  
Official Consent and Ballot Form

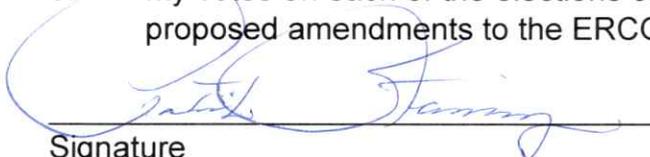


**Official Consent and Ballot Form  
For Elections of Unaffiliated Directors and  
Approval of Proposed Amendments to the ERCOT Bylaws**

	For	Against
The undersigned Corporate Member of ERCOT (Member) approves the election of Raymond Hepper as an Unaffiliated Director for his first term, to be seated on the ERCOT Board of Directors (Board) beginning January 1, 2021, subject to Public Utility Commission of Texas (PUCT) approval, whose professional background information is provided in <i>Attachment A</i> to the Notice of Special Meeting of Corporate Members (Notice) that accompanied this Official Consent and Ballot Form (Ballot).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the election of Sally Talberg as an Unaffiliated Director for her first term, to be seated on the Board beginning January 1, 2021, subject to PUCT approval, whose professional background information is provided in <i>Attachment B</i> to the Notice that accompanied this Ballot.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the re-election of Terry Bulger as an Unaffiliated Director for his second term, to be seated on the Board beginning March 30, 2021, subject to PUCT approval, whose professional background information is provided in <i>Attachment C</i> to the Notice that accompanied this Ballot.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the proposed amendments to the <i>Amended and Restated Bylaws of Electric Reliability Council of Texas, Inc.</i> , effective January 17, 2019 (Bylaws), which were approved and recommended by the Board, subject to PUCT approval, as reflected in <i>Attachment D</i> to the Notice that accompanied this Ballot.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I hereby certify that:

1. I am a duly authorized representative of the Corporate Member of ERCOT listed below;
2. I consent to this action in writing in lieu of the Special Meeting of the Corporate Members currently scheduled for Friday, July 10, 2020; and
3. My votes on each of the elections of the three Unaffiliated Directors and on the approval of the proposed amendments to the ERCOT Bylaws are listed above.



Signature

Name: *Patricia Stallenzus*

Corporate Member (Organization or Company): *City of Seagrville*

Date: *06/12/2020*



Please make every effort to return this Ballot no later than **5:00 p.m. on Thursday, July 2, 2020**. The signed Ballot can be submitted in any legible format by email (for example, .pdf or .jpeg files) to [membership@ercot.com](mailto:membership@ercot.com). If you have any questions, please contact Lissette Ruiz at [membership@ercot.com](mailto:membership@ercot.com).



**Official Consent and Ballot Form  
For Elections of Unaffiliated Directors and  
Approval of Proposed Amendments to the ERCOT Bylaws**

	For	Against
The undersigned Corporate Member of ERCOT (Member) approves the election of Raymond Hepper as an Unaffiliated Director for his first term, to be seated on the ERCOT Board of Directors (Board) beginning January 1, 2021, subject to Public Utility Commission of Texas (PUCT) approval, whose professional background information is provided in <i>Attachment A</i> to the Notice of Special Meeting of Corporate Members (Notice) that accompanied this Official Consent and Ballot Form (Ballot).	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the election of Sally Talberg as an Unaffiliated Director for her first term, to be seated on the Board beginning January 1, 2021, subject to PUCT approval, whose professional background information is provided in <i>Attachment B</i> to the Notice that accompanied this Ballot.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the re-election of Terry Bulger as an Unaffiliated Director for his second term, to be seated on the Board beginning March 30, 2021, subject to PUCT approval, whose professional background information is provided in <i>Attachment C</i> to the Notice that accompanied this Ballot.	<input type="checkbox"/>	<input type="checkbox"/>
The undersigned Member approves the proposed amendments to the <i>Amended and Restated Bylaws of Electric Reliability Council of Texas, Inc.</i> , effective January 17, 2019 (Bylaws), which were approved and recommended by the Board, subject to PUCT approval, as reflected in <i>Attachment D</i> to the Notice that accompanied this Ballot.	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that:

1. I am a duly authorized representative of the Corporate Member of ERCOT listed below;
2. I consent to this action in writing in lieu of the Special Meeting of the Corporate Members currently scheduled for Friday, July 10, 2020; and
3. My votes on each of the elections of the three Unaffiliated Directors and on the approval of the proposed amendments to the ERCOT Bylaws are listed above.

\_\_\_\_\_  
Signature

Name:

Corporate Member (Organization or Company):

Date:



Please make every effort to return this Ballot no later than **5:00 p.m. on Thursday, July 2, 2020**. The signed Ballot can be submitted in any legible format by email (for example, .pdf or .jpeg files) to [membership@ercot.com](mailto:membership@ercot.com). If you have any questions, please contact Lissette Ruiz at [membership@ercot.com](mailto:membership@ercot.com).

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

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Receive a presentation concerning projected FYE financial statements for FY 2020, followed by FY 2021 budget discussion.

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

N/A

**GENERAL FUND PROJECTED FYE 2020 FINANCIALS**



**CITY OF SEAGOVILLE  
GENERAL FUND FINANCIAL SUMMARY**

	Actual 2017-2018	Adopted 2018-2019	Actual 2018-2019	Amended 2019-2020	Projected 2019-2020
<b>NOTE:</b>					
<b>Proposed Use of Fund Balance</b>					
Patrol Vehicle	128,444	-	-	126,246	126,000
<b>Other FY Use of Fund Balance</b>	-	340,093	187,413	345,273	333,904
New Fire Station	-	935,000	1,235,000	-	-
Toy Drive	175	-	-	-	-
Information Technology	13,876	-	-	-	-
Animal Services Vehicle	35,247	-	35,594	-	-
Street Equipment	157,614	-	-	112,515	118,170
CO Bruce Park Restroom Facility	-	-	89,586	-	-
Fire Station Study	5,500	-	-	-	-
Firefighting Equipment	91,675	-	-	17,774	17,719
Community Development Equipment	10,587	-	-	22,981	22,981
Security Equipment	10,355	-	-	-	-
Transfer to Street Maintenance	300,000	-	-	-	-
2019 Republic Storm Debris Pickup	-	-	53,809	-	-
Vehicle Replacement Fund	42,000	42,000	42,000	42,000	42,000
Laserfiche	-	-	-	-	-
Website Upgrade	-	-	-	-	-
Lien Overpayment Reimbursement	-	-	-	-	-
Park Improvements from Park Maintenance	-	-	113,058	-	-
Grant Funded Equipment - Police	79,865	-	-	-	-
<b>Additional Mowing (Projected in Parks Dept)</b>	-	-	-	-	-
Parks Equipment	-	-	-	14,198	14,197
Animal Services Roof Repair	-	-	-	4,000	-
Park Improvements at Central	-	-	-	400,000	400,000
Emergency Siren Replacement	5,300	25,000	65,915	25,000	25,000
Repayment of Loan for City Hall Roof Repair	42,524	47,470	46,314	3,750	3,985
<b>TOTAL</b>	923,161	1,389,563	1,868,689	1,113,737	1,103,956

	Adopted 2018-2019	Actual 2018-2019	Amended 2019-2020	Projected 2019-2020
<b>Other FY Use of Fund Balance</b>				
Engine 1 refurbishment	32,500	33,036	-	-
Bunker gear safety equipment	3,000	3,000	-	-
Technical rope rescue gear	1,000	1,000	-	-
Animal Control facility interior lighting	6,550	4,838	-	-
Police vehicles	110,490	98,704	-	-
Police equipment (handguns, shotguns, rifles)	18,833	17,865	9,096	9,096
New detective computer	4,500	-	-	-
Plotter and ARCGIS software	17,795	-	-	-
City Hall LED Sign	100,000	-	100,000	94,950
Quality of Life Project	-	-	100,000	100,000
City Hall HVAC Replacement	-	-	50,119	50,119
Library Carpet Replacement	-	-	21,874	21,874
Transportation Shelter Concrete Pad	-	-	6,500	0
Building Inspection vehicle	30,425	28,969	57,684	57,865
Additional election	15,000	-	-	-
	340,093	187,413	345,273	333,904

**CITY OF SEAGOVILLE  
GENERAL FUND  
REVENUES BY CATEGORY**

	<b>Actual 2017-2018</b>	<b>Adopted 2018-2019</b>	<b>Actual 2018-2019</b>	<b>Amended 2019-2020</b>	<b>Projected 2019-2020</b>
<b>REVENUES</b>					
<b>Property Taxes:</b>					
9010 Current ad valorem taxes	\$ 4,031,611	\$ 4,643,438	\$ 4,491,976	\$ 5,005,374	\$ 5,064,000
9020 Delinquent ad valorem taxes	213,850	59,000	69,229	59,000	27,000
9030 Penalty and interest	46,174	43,000	67,279	43,000	52,055
<b>Total Property Taxes</b>	<b>4,291,635</b>	<b>4,745,438</b>	<b>4,628,484</b>	<b>5,107,374</b>	<b>5,143,055</b>
<b>Sales and Use Tax:</b>					
9040 Sales tax (Prop tax alternative)	836,242	810,921	951,248	915,325	887,865
9120 Sales tax	1,672,485	1,621,842	1,902,496	1,830,655	1,775,735
9121 Mixed beverage tax	12,781	15,215	3,530	4,500	1,000
<b>Total Sales and Use Tax</b>	<b>2,521,508</b>	<b>2,447,978</b>	<b>2,857,274</b>	<b>2,750,480</b>	<b>2,664,600</b>
<b>Franchise Fees:</b>					
9100 Electric	424,029	385,000	464,450	425,000	425,000
9101 Gas	76,511	75,000	83,794	75,000	72,250
9102 Cable	35,885	36,000	38,287	36,000	32,000
9103 Telephone	42,161	40,000	37,420	40,000	38,000
9104 Sanitation	61,127	55,000	61,908	59,950	62,000
9108 PEG	31,038	12,000	11,666	11,500	6,700
9110 All Other	14,232	11,525	12,258	10,500	8,900
<b>Total Franchise Fees</b>	<b>684,983</b>	<b>614,525</b>	<b>709,783</b>	<b>657,950</b>	<b>644,850</b>
<b>Sanitation</b>	<b>1,044,430</b>	<b>954,350</b>	<b>1,062,684</b>	<b>1,117,550</b>	<b>1,100,000</b>
<b>Licenses, Permits and Fees</b>					
9230 Animal Shelter	180	-	-	-	-
9240 Inspection Fees	-	-	-	-	-
9241 Food Health Certificates	69,316	70,000	73,865	70,000	50,000
9242 Certificate of Occupancy	6,854	6,500	7,975	6,500	15,000
9243 Flea Market Permits	-	-	-	-	410
9244 Food Administrative Fee	14,025	14,700	14,300	14,000	10,000
9245 Beer and Wine Permit Fees	360	250	600	400	240
9246 Food Handler/Manager Certification	6,890	4,750	6,250	5,700	4,000
9250 Zoning and Plat Fees	16,237	6,500	38,931	13,000	11,000
9251 Parks Development Fee	10	-	40	-	-
9270 Court Admin Fees	1,051	750	1,100	750	750
9280 Culvert Fees	650	-	-	-	-
9303 Administrative Fee	259	250	173	150	150
9311 Building Permit Fees	170,643	200,000	456,532	360,000	360,000
9314 Subdivision Inspection Fees	171,149	-	282,280	-	95,600
9315 Fire Dept Permits	50,748	34,500	58,027	45,000	38,250
9320 Misc Permits	729	750	773	500	150
9330 Misc Licenses	15,880	11,500	20,419	14,950	14,950
9409 Court Online Fees	892	650	1,581	950	950
9760 Burglar Alarm Fees	10,013	7,000	9,922	10,000	8,559
9770 Tower Rental Fees	10,494	10,495	10,494	10,495	10,495
<b>Total Licenses, Permits and Fees:</b>	<b>546,380</b>	<b>368,595</b>	<b>983,261</b>	<b>552,395</b>	<b>620,504</b>

**CITY OF SEAGOVILLE  
GENERAL FUND  
REVENUES BY CATEGORY**

	<b>Actual 2017-2018</b>	<b>Adopted 2018-2019</b>	<b>Actual 2018-2019</b>	<b>Amended 2019-2020</b>	<b>Projected 2019-2020</b>
<b>Court and Library Fines</b>					
9410 Court	243,792	225,000	270,045	230,625	230,625
9415 Child Safety Fee	-	-	14,199	-	10,500
9420 Library	3,044	2,500	3,904	2,500	2,125
<b>Total Fines</b>	<b>246,836</b>	<b>227,500</b>	<b>288,148</b>	<b>233,125</b>	<b>243,250</b>
<b>Grants and Gifts</b>					
9232 Toy Drive	51	-	184	150	-
9510 Senior Grants	28,865	33,500	33,600	33,500	33,500
9515 Senior Center Adm Reimbursement	19,876	5,000	19,788	10,000	12,500
9625 SEDC Capital Grant	-	100,000	142,425	200,000	194,950
9531 Capital Acquisition Grant	79,865	-	-	-	-
9532 SAFER Grant	-	-	-	145,749	52,000
9550 Senior Part. Contrib. Meals	4,181	4,000	3,748	4,000	2,400
	132,837	142,500	199,745	393,399	295,350
<b>Other</b>					
9610 Interest	27,050	13,000	40,775	25,000	22,500
9730 Misc	6,459	6,000	3,934	3,000	2,900
9740 Cash Over/Short	(37)	-	2	-	-
Insurance Recovery	-	-	7,671	-	-
	33,472	19,000	52,381	28,000	25,400
<b>Transfers</b>					
9111 Franchise - Water	74,826	74,826	74,826	74,826	74,826
9112 Franchise - Sewer	79,034	79,034	79,034	79,034	79,034
9615 Drainage Fund	27,600	27,600	27,600	27,600	27,600
9620 G&A Recovery W&S	198,444	198,444	198,444	198,444	198,444
	379,904	379,904	379,904	379,904	379,904
<b>TOTAL REVENUES</b>	<b>\$ 9,881,985</b>	<b>\$ 9,899,790</b>	<b>\$11,161,664</b>	<b>\$11,220,177</b>	<b>\$11,116,913</b>

**CITY OF SEAGOVILLE  
GENERAL FUND SUMMARY OF EXPENDITURES**

	<b>Actual 2017-2018</b>	<b>Adopted 2018-2019</b>	<b>Actual 2018-2019</b>	<b>Amended 2019-2020</b>	<b>Projected 2019-2020</b>
<b>Expenditures</b>					
City Council	\$2,076	\$9,450	\$1,234	\$9,450	\$3,450
City Manager	212,610	221,111	217,823	225,364	240,188
City Secretary	104,516	114,379	115,869	115,846	115,437
Information Technology	82,513	103,794	100,284	104,646	118,000
Human Resources	115,105	128,244	125,185	131,812	130,727
Finance	373,571	367,824	369,714	383,922	383,096
<b>General Government</b>	<b>\$890,391</b>	<b>\$944,802</b>	<b>\$930,109</b>	<b>\$971,040</b>	<b>\$990,898</b>
Police	\$2,012,604	\$2,155,240	\$2,112,528	\$2,386,782	\$2,283,128
Fire	1,714,929	1,860,266	1,845,843	2,133,885	2,070,449
EMS	164,080	167,362	167,362	167,362	167,362
Support Services	603,192	754,373	673,593	787,590	740,810
Animal Services	109,169	115,976	112,806	118,076	112,361
<b>Public Safety</b>	<b>\$4,603,974</b>	<b>\$5,053,217</b>	<b>\$4,912,130</b>	<b>\$5,593,695</b>	<b>\$5,374,110</b>
Municipal Court	\$ 164,852	\$ 170,800	\$ 169,700	\$ 174,344	\$ 174,482
Library	181,284	224,275	220,460	227,567	228,682
Senior Center	195,133	214,645	202,748	210,219	205,071
Sanitation	802,800	807,280	830,180	868,713	876,700
<b>Community Services</b>	<b>\$ 1,344,069</b>	<b>\$ 1,417,000</b>	<b>\$ 1,423,087</b>	<b>\$ 1,480,843</b>	<b>\$ 1,484,935</b>
Building Inspection and Services	\$ 344,439	\$ 410,175	\$ 396,453	\$ 449,533	\$ 410,326
Health Inspector	-	-	-	113,322	103,057
Code Enforcement	184,818	187,386	171,942	194,790	190,812
Streets	317,441	325,862	362,432	373,413	388,044
Parks	259,247	257,165	254,177	359,919	352,334
Planning	85,291	96,428	95,790	102,041	100,511
<b>Community Development</b>	<b>\$ 1,191,236</b>	<b>\$1,277,016</b>	<b>\$ 1,280,794</b>	<b>\$ 1,593,018</b>	<b>\$ 1,545,084</b>
<b>Non-Departmental</b>	<b>\$351,024</b>	<b>\$391,055</b>	<b>\$410,663</b>	<b>\$382,130</b>	<b>\$427,766</b>
Quint Debt Service	\$ 72,000	\$ 72,000	\$ 68,210	\$ 67,500	\$ 67,054
Reserve for Capital Expenditures (PEG)	\$ 8,061	\$ 12,000	\$ 12,308	\$ 11,500	\$ 6,700
<b>Total Operations</b>	<b>\$8,460,755</b>	<b>\$9,167,090</b>	<b>\$9,037,301</b>	<b>\$10,099,726</b>	<b>\$9,896,547</b>
<b>Transfers</b>	<b>\$449,350</b>	<b>\$449,350</b>	<b>\$449,350</b>	<b>\$767,500</b>	<b>\$767,500</b>
<b>TOTAL OPERATIONS AND TRANSFERS</b>	<b>\$8,910,105</b>	<b>\$9,616,440</b>	<b>\$9,486,651</b>	<b>\$10,867,226</b>	<b>\$10,664,047</b>

## **FY 2021 BUDGET CALENDAR**



## FY 2021 BUDGET CALENDAR

April, 2020 May, 2020	Staff Budget Discussion Deadline for FY 2020 Expenditure Projections	City Staff/SEDC
June 2020	Department Operating Budget Preparation, Changes to Fee Schedule  Budget Review – All Funds, SEDC and Fee Schedule	City Manager, Department Heads, Finance
June 11, 2020	SEDC Budget Workshop	City Manager, Finance, SEDC Board
June 15, 2020	General Fund Budget Workshop	City Manager, Finance Director, City Council
June, July 2020	Insurance Costs – TML and Health	Human Resources, Finance
July 9, 2020	SEDC Budget Approval	City Manager, Finance, SEDC Board
July 20, 2020	W&S Budget Workshop	City Manager, Finance Director, Department Heads
July 25, 2020	Certified Tax Roll	Dallas/Kaufman Appraisal Districts
July 27, 2020	General Fund Budget Workshop	City Manager, Finance Director, Department Heads
August 3, 2020	Budget Submitted to City Secretary and Council	City Staff/SEDC
August 3, 2020	Dallas County Tax Office submits completed “No New Revenue” and “Voter Approved” tax rate worksheets for entities for review and sign off	Dallas County Tax Office
August 3, 2020	Present Budget to Council (Overview), Discuss Tax Rate	City Manager, Finance Director, City Council
August 3, 2020	Resolution Accepting Tax Roll, Discuss Tax Rate and take record vote	City Council
August 3, 2020	Provide notice on Website of tax rates, M&O and I&S balances and Debt obligation schedule	Finance
August 3, 2020	Publish Notice of Public Hearing 1. Proposed Budget FY 2020 and Proposed Tax Rate 2. Hotel/Motel Budget, Sanitation and Drainage Rates (One Public Hearing)	City Secretary, Finance
August 24, 2020	Tax Rate Hearing, Budget Hearing	City Manager, Finance Director, City Council
August 25, 2020	Publish “Notice of Vote on Tax Rate”	City Secretary
September 14, 2020	Adoption of Budget FY 2021, Tax Rate, Hotel/Motel Budget and Grants, SEDC Budget	City Council
September 16, 2020	Send Signed Copy of Tax Rate Ordinance to Tax Assessor/Collector	Finance Director
October 1	Fiscal Year 2021 Begins	

## **PROPERTY TAX**

**Property Tax Rate Comparison**

	<b>2019-2020</b>	<b>2018-2019</b>
Adopted Property Tax Rate:	\$0.788800/100	\$0.743800/100
Effective Tax Rate: <b>(No New Tax Rate)</b>	\$0.716359/100	\$0.691994/100
Rollback Tax Rate: <b>(Voter Approved Tax Rate)</b>	\$0.816698/100	\$0.751634/100
Debt Rate:	\$0.068665/100	\$0.025977/100

**DEBT**

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

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving a Project Specific Agreement (“PSA”) with GSBS Architects for Professional Planning Services for a Civic Center Complex and facilities as set forth in the proposal letter attached hereto as Exhibit “A”, in an amount not to exceed \$15,000.00; 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’s Law Enforcement Center was occupied in 1997 and has served the community very well. With the growth of our City the current facility is not big enough to accommodate all of the employees assigned to it. Just this year the City agreed to allow the Town of Sunnyvale to contract with SPD for E911 Dispatch Services. The Town of Sunnyvale will provide funding for five (5) additional Communications Technicians bringing out total number of Communications Technicians to twelve (12). Additional sworn and nonsworn positions have added to the cramped spacing within the facility.

Other City facilities are in the same condition and have outlived their useful life expectancy. Staff is recommending to the City Council to explore an option of creating a Civic Center Complex that would eventually house most if not all City facilities including Police, City Hall, Courts, Public Works, Library, Animal Control and an Event Center. Staff is recommending to locate the Civic Center Complex near the downtown area on a five (5) acre tract of land that houses a water tower and the current Public Works facility.

GSBS Architects has design experienced in governmental facilities both locally and out of state. If approved, GSBS will provide two phases of work within their proposal. Phase I deals with obtaining documents, surveys future staffing etc. In Phase II, GSBS will create a site Master Plan with probable costs per square foot of construction. When completed, this Master Plan will enhance the Downtown Redevelopment Plan that HALFF Associates prepared last year.

### **FINANCIAL IMPACT:**

Professional Planning Services \$15,000.00

### **EXHIBITS:**

Proposal for Seagoville Civic Center Complex Planning

**THE CITY OF SEAGOVILLE, TEXAS**

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

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PROJECT SPECIFIC AGREEMENT ("PSA") WITH GSBS ARCHITECTS FOR PROFESSIONAL PLANNING SERVICES FOR A CIVIC CENTER COMPLEX AND FACILITIES AS SET FORTH IN THE PROPOSAL LETTER ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$15,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, with the growth the City of Seagoville is experiencing, all of our existing City facilities are becoming too small to accommodate the number of employees required to effectively perform City services and meet the needs of our citizens; and

**WHEREAS**, our existing Law Enforcement Center ("LEC") is the most critical of all with multiple personnel occupying each office and E911 Communication Technicians and the Records Technicians not having adequate space; and

**WHEREAS**, in an effort to assist with the overcrowding in the LEC, we have attempted to place officers in other City facilities, however, we no longer have space available in these facilities; and

**WHEREAS**, Staff is recommending to the City Council to explore an option of creating a Civic Center Complex that would eventually house most if not all City facilities beginning with the Police and eventually including City Hall, Courts, Public Works, Library, Animal Control and an Event Center on a five (5) acre tract of land that currently houses a water tower and the existing Public Works facility; and

**WHEREAS**, GSBS Architects ("GSBS") has experience in governmental facilities and has provided a proposal to provide professional planning services for a Civic Center Complex and facilities in two (2) phases (the "Work") as set forth in Exhibit "A"; and

**WHEREAS**, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City to approve a PSA with GSBS, in a form approved by the City Attorney, to perform the Work set forth in Exhibit A in an amount not to exceed Fifteen Thousand Dollars and no cents (\$15,000.00), and authorizes the City Manager to execute the same;

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

**Section 1.** The City Council hereby approves a Project Specific Agreement with GSBS, in a form approved by the City Attorney, to perform the Work set forth in the proposal letter, which is attached hereto as Exhibit "A", in an amount not to exceed Fifteen Thousand Dollars and no cents (\$15,000.00), 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 15<sup>th</sup> day of June, 2020.

**APPROVED:**

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Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney

(/cdb 06/10/2020)

## EXHIBIT "A"

ARCHITECTURE • LANDSCAPE ARCHITECTURE • INTERIOR DESIGN • PLANNING



April 3, 2020

Pat Stallings, City Manager  
City of Seagoville  
702 North Highway 175  
Seagoville, TX 75159

Proposal for: Seagoville Civic Center Complex Planning

Dear Pat,

GSBS Architects is pleased to submit the following proposal to provide professional planning services for a Civic Center Complex of facilities. This new complex is to be located on the City owned property at the western corner of the intersection of W Malloy Bridge Road and S Watson Street in Seagoville, Texas.

#### Project understanding:

The City desires to plan a series of new facilities accommodating making accommodations for a Police Department, Library/Community Building and a redesign of the existing Public Works Department. The property is approximately 5 acres that currently houses Public Works and a municipal water Tower.

#### Scope of Work:

GSBS proposes to accomplish this process based on the phases described below:

#### Phase One

- Obtain and review survey documents that are to be provided to GSBS by the City of Seagoville.
- Identify any property information needed to complete the scope of this project.
- Obtain and review Seagoville's current staffing/SF/community size-served.
- Obtain and review Seagoville's current library circulation statistics and approach to libraries.
- Meet with the City Manager and specific Department Heads to discuss their current staffing and space utilization. Identify if these are an accurate reflection of their current needs and anticipated future requirements.
- Create an analytical model based on current population and Level of Service (LOS) defined as staffing & SF per 1,000 population, traffic counts, circulation etc.
- Estimate future staffing & SF needs based on projected growth using the current LOS model.
- Review preliminary future staffing and area needs with the City Manager and Department Heads.
- Revise the model to reflect any updates.
- Provide planning level estimates of future area needs for use in the Phase 2 planning effort.

375 WEST 200 SOUTH  
SALT LAKE CITY, UT 84101  
P 801.521.8600  
F 801.521.7913

7291 GLENVIEW DRIVE  
FORT WORTH, TX 76180  
P 817.589.1722  
F 817.595.2916

[www.gsbsarchitects.com](http://www.gsbsarchitects.com)

#### Phase Two

- Generate a site Master Plan indicating the desired facilities and supporting areas based on the findings of the Phase 1 data.
- Provide a planning level Opinion of Probable Cost based on square foot pricing for similar facilities. This financial information will be used to assist the City in deterring phasing and sequencing for future facility development.

#### Consultants

GSBS is not anticipating the need for consultants to support this planning effort at this time and no consultant fees are included in our current proposal.

#### Deliverables

- GSBS will provide electronic files of all information generated in this effort.
- The Master Plan will be illustrated in a two dimensional graphic format scaled to a maximum size equivalent to a 24 by 36 inch board.
- Printing of hard copies of any deliverable will be considered a reimbursable expense.

#### Schedule

As mutually agreed by all parties.

#### Exclusions

The following are not included in our current proposed scope of work;

- A. Platting or Property Entitlements
- B. Surveys
- C. Geotechnical Testing
- D. Project representation to boards, councils or commissions

#### Compensation

GSBS proposes to complete this scope of services for a fixed fee sum of \$15,000.

#### Reimbursable Expenses

Reimbursable expenses are in addition to the stipulated sum and shall be billed at cost plus ten percent for handling. These expenses may include project related travel, document reproduction or other associated expenditures.

The anticipated allowance for these expenses is \$1,200.

GSBS will invoice monthly for services performed. Payment is due and payable upon presentation of the invoice. Invoices unpaid for more than 45 days may result in suspension of our services until the account is made current.

If this proposal is acceptable, we will prepare a contract agreement for the project.

Thank you for your trust and confidence, and for the opportunity to work with the City of Seagoville. We look forward to a successful project.

Sincerely,



Samuel T. Jones  
Principal, GSBS Architects

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

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Discuss assisting the Chamber of Commerce with a grant in the amount of Five Thousand Dollars (\$5,000.00).

### **BACKGROUND OF ISSUE:**

Councilmember Fruin requested this item.

### **FINANCIAL IMPACT:**

\$5,000.00

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

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

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Professional Services Agreement between the City of Seagoville and Hypercore Networks for a two year contract providing Fiber Internet Service at three City of Seagoville locations and Coax Internet at one location, which is attached hereto and incorporated herein as Exhibit A, providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville's need for increased Internet bandwidth has steadily increased over the past few years. The contract with our current provider has expired and we are on a Month to Month basis at this time. Hypercore Networks is currently the Fiber Internet provider for the Seagoville Police Department and has proven to provide a fast and reliable Internet connection over the past 1-1/2 years that they have served that location.

### **FINANCIAL IMPACT:**

Hypercore Networks pricing structure fits within the current budget. There will be one month of service overlap from two entities while the service is installed and implemented that will cause an increase of \$1,797.00, but over the course of the contract will save the City of Seagoville approximately \$10,000.

### **RECOMMENDATION:**

Enter into a two-year agreement with Hypercore Networks for Fiber Internet at City Hall, Fire Department and Service Center and Coaxial Internet Service at the Senior Center.

### **EXHIBITS:**

Resolution  
Hypercore Networks Master Service Agreement  
Hypercore Networks Service Level Agreement  
Hypercore Networks Internet Contract  
Hypercore Networks Contract Addendum A  
Hypercore Networks Contract Addendum B

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SEGOVILLE AND HYPERCORE NETWORKS FOR A TWO YEAR CONTRACT PROVIDING FIBER INTERNET SERVICE AT THREE CITY OF SEGOVILLE LOCATIONS AND COAX INTERNET AT ONE LOCATION, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Hypercore Networks of Plano, Texas provides High Speed Fiber Internet and Coaxial Internet Service to numerous entities; and,

**WHEREAS**, the City of Seagoville is in need of High Speed and Coaxial Internet Service at four City of Seagoville locations; and

**WHEREAS**, the City of Seagoville and Hypercore Networks have agreement for the provision of said services, as set forth in Exhibit "A" hereto, said agreement to remain in effect for two years from the date a contract for services is executed; and,

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

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

**SECTION 1.** The City Council approves the terms and conditions of the Agreement by and between the City and Hypercore Networks, which is attached hereto and incorporated herein as Exhibit A and which is comprised of : (1) Hypercore Networks, Inc. Internet Contract, (2) Hypercore Networks Terms and Conditions, (3) Hypercore Networks Service Level Attachment, (4) Addendum A (Changes to Service Terms and Conditions) and (5) Addendum B (Services with Hypercore Networks, Inc. (collectively, the "Agreement")), and hereby authorizes the City Manager to execute said Agreement.

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 15<sup>th</sup> day of June 2020.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS



## TERMS AND CONDITIONS

### 1. Service Agreement

a. The following Terms and Conditions are incorporated into the signed Service Agreement between you ("You" or "Customer") and Hypercore Networks, Inc. ("HCN") that refers to these Terms and Conditions. These Terms and Conditions with the signed Service Agreement constitute a legal document that details your rights and obligations as a customer of HCN.

b. Please review these Terms and Conditions. By signing the one page contract referencing these terms, you agree to be bound by the Terms and Conditions set forth in this document. Moreover, these terms and conditions supersede any and all written alterations to the one page contract referencing these terms unless such suggested alterations are specifically initialed by an authorized HCN representative.

c. If HCN makes a change to this Service Agreement that has a material impact on the Service, you will be provided notice of that change. Your continued use of the Service following such notice constitutes your acceptance of those changes.

### 2. HCN Broadband

a. Customer understands and agrees that HCN will contract with one or more partners to provide services to Customer. Customer's broadband agreement is with HCN, and HCN has the discretion to determine the best means to obtain and/or modify the underlying service inputs to provide such broadband to customer. Moreover, HCN may assign its rights and obligations to third parties without Customer's consent. However, HCN shall provide notice of any such assignment.

b. Operational Limits. Provisioning of service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the service may occur as normal events in the provisioning of the Service and that HCN is not liable for such interruptions. You further understand and agree that HCN has no control over third party networks you may access in the course of your use of the service, and therefore, delays and disruptions of other network transmissions are, beyond the control of HCN. Moreover, Customer understands and agrees that HCN obligation is to use its best efforts to fulfill Customer's service agreement. Should network or commercial limitations prevent HCN from such fulfillment, Customer does not have any claim for damages, whether actual, consequential, reliance or otherwise, against HCN.

c. Installation Limits and the MPOE. Installation of a circuit is guaranteed only to the MPOE (Minimum Point of Entry) as determined by the local Telephone Company or ILEC (Incumbent Local Exchange Carrier). Customer understands and agrees that HCN Inc. has no control over the designation of the MPOE and agrees to assume additional costs for Demarc Extensions unless specifically outlined otherwise in the contract for services.

d. Customer agrees to provide HCN and its subcontractor's reasonable access to its premises in order to install, maintain and repair broadband to Customer. Customer will be responsible for payment of service charges for visits by HCN or its subcontractors to Customer's premises when a service request results from causes not attributable to HCN or its subcontractors.

e. HCN may charge customers an average rate for taxes and fees based on HCN payment of taxes and fees on average across its network either directly to state, federal or local authorities or through wholesale service agreements via its carriers.

f. HCN will charge customers a Regulatory Recovery Fee which is a fee authorized by the FCC to be charged to cover a carriers costs to comply with regulatory requirements for licensing, reporting and filing with the government agencies. The Regulatory Recovery Fee will be set at the beginning of each year by HCN. Customer agrees to HCN's calculation of the regulatory recovery fee in using HCN's services.

### 3. Renewal /Termination

This agreement shall be for the term of one year, unless a different term is indicated in a separate written document. Such term shall begin on the date HCN activates the Service outlined in this agreement. This agreement shall, upon expiration, be renewed upon identical terms by Customer's continued use of his account with HCN, unless written notice of cancellation is provided no later than sixty (60) calendar days prior to the expiration of this agreement. Termination by the Customer shall not create the right to a refund of any fees paid or payable. Such termination shall be effective upon then end of the current billing cycle, and any applicable

termination fees as outlined in this Agreement shall then be due and payable. If customer requests and HCN agrees to provide customer service on a month to month basis, customer will be required to give HCN 60 day notice to terminate service under the month to month arrangement. Requests for service on a month to month basis must be made prior to the 60 day notice necessary to cancel service prior to auto renewal.

#### **4. Pre-Installation Cancellation Fee**

If Customer cancels an Order for Service prior to installation for any reason other than a failure by HCN to Provide Service, the following charges will be assessed against the Customer and payable to HCN immediately:

- a. For Digital Subscriber Lines (DSL) or Cable Modem service, including (but not limited to) ADSL, SDSL, IDSL, RADSL, or HDSL, a \$400.00 pre-installation cancellation fee shall be assessed against the customer and payable to HCN immediately.
- b. For T1 (or DS1) connections, including (but not limited to) Fractional T1 and Full T1 connections, DS3, Ethernet or any other telecom service the pre-installation cancellation fee shall equal the total number of remaining months in the term of the applicable Service Order(s), multiplied by the Monthly Recurring Charges, payable to HCN immediately.

#### **5. Early Termination Fee**

If service is terminated, either in whole or in part, prior to the selected term expiration, then Customer shall pay an early termination fee equal to the total number of remaining months in the term of the applicable Service Order(s), multiplied by the monthly recurring charges, to be paid by the customer at the non-promotional rate. Customer agrees that the foregoing liquidated damages are fair and reasonable and that HCN's provisioning of the services would not be commercially viable but for these Customer commitments. Customer understands that a request to move service from the Customer's current location to another location that HCN determines cannot be economically served by HCN shall constitute termination of service or may incur a relocation charge.

#### **6. Other Charges**

- a. Where HCN approves a customer move and such a move is provisioned, no cancellation charge will apply to a Customer's move; however, a \$300 charge for re-installation and related costs will be assessed against Customer and payable to HCN with respect to such a move. The term of the Product/Service at the new location will be for at least 12 months from the date that re-installation is completed at the new location.
- b. Orders requiring the shipment of hardware, e.g. customer premises equipment, will be subject to a \$20.00 shipping and handling charge. Shipping and handling charges are non-refundable. If Customer refuses the charges outlined in this Agreement or back charges them by the credit card company, customer agrees to pay an additional \$200.00, and authorizes HCN to assess this charge to the Customer Credit Card. Customer also agrees to pay all collection fees required to collect any overdue, refused, or back-charged fees associated with this Agreement.
- c. If an installation appointment is cancelled after 12:00 noon (in the time zone of the affected circuit) on the business day preceding the scheduled installation date or if the Customer is not available at the scheduled time and date to permit installation to proceed as scheduled, a \$99.00 charge will be assessed against Customer and payable to HCN.

#### **7. Equipment and Software**

- a. HCN shall not be responsible for the installation, operation, or maintenance of customer premise equipment (CPE) or other equipment or software (including without limitation, cabling) not provided by HCN (collectively, "non-HCN equipment or software"). Customer shall be responsible for the use and compatibility of the non-HCN equipment or software. Impairment of the Customer's use of the services due to non-HCN equipment or software shall not relieve Customer of any obligations hereunder. HCN shall not be responsible for any changes in service which may cause non-HCN equipment or software to become obsolete, require modification or alteration, or which may otherwise impact performance of equipment or software.
- b. Other than all software and hardware provided to you by HCN and any revised version thereof that you choose to use, you must provide all equipment, devices and software necessary to receive the Service. Due to the infinite number of possible combinations of hardware and software, you are responsible for the compatibility of your system with the Service.
- c. In case HCN leases equipment to customer, HCN's liability shall be strictly limited to equipment replacement in case of equipment failure. HCN offers a 24 hour replacement policy on leased equipment however it is customer's responsibility to procure backup equipment in case of failure of leased equipment. HCN shall not incur any liability associated with any circuits connected to such equipment. There shall be no SLA credits associated with any service provided to customer due to leased equipment failure. If HCN cannot replace

equipment within 24 hours, customer may receive a one month credit for the equipment lease. Customer understands and agrees that this is customer's sole and exclusive remedy when leasing equipment from HCN.

#### **8. Payment**

a. Services are billed 30 days in advance. Any balance past-due will be billed at 6.5% per month finance charge. A minimum of \$100.00 disconnect/reconnect fees will be assessed on all balances exceeding 45 days past due, plus applicable finance charges. HCN reserves the right to terminate service without warning to any customer with an outstanding balance exceeding 45 days past due. If Service is terminated for non-payment, you will be liable for the remainder of your contract immediately.

The effective start date of each service shall be the first day of the contracted service being placed into billing as determined by HCN.

b. Inclusion of credit card number on this agreement hereby authorizes RHCN to charge all setup, service, and monthly charges (including any renewal of this Service) to Customer's Credit Card, without further notice to the Customer. Inclusion of Customer's tax identification number or social security number authorizes HCN, Inc. to access your personal credit report to make judgment on credit worthiness before services are extended.

c. Pricing quoted by HCN for service does not include any taxes or surcharges that may be applicable. Customer will be responsible for paying the appropriate taxes and surcharges for the services ordered.

#### **9. Limitations of Liability**

a. HCN shall not be liable to the Customer for any loss, damage, liability, claim or expense rising out of or in relation to this Agreement, the Services, or HCN's equipment.

b. HCN does not guarantee service speeds on DSL and cable services. Any service speeds quoted in this agreement are to be interpreted as estimates only, and do not guarantee the receipt of such speeds upon service delivery. HCN currently guarantees a connection speed of 64kbps for all DSL connections, including (but not limited to) IDSL, SDSL, ADSL, RADSL, and HDSL.

c. HCN does not guarantee actual dates of installation, or dates of service delivery. Any dates quoted by a HCN representative are meant as estimates only. HCN shall not be liable for any loss, damage, claim, or expense rising out of or in relation to installation dates, times, or any other scheduling factors.

d. Customer shall have the ability to dispute invoices for service charges, equipment fees, taxes, fees or any other item for a maximum of six months from the time the customer receives the invoice from HCN. HCN shall also only be able to invoice customer for missing items for a maximum of six months.

e. For any credits associated with any outages or service issues in any given month, HCN maximum liability will be the customer's service charges for that month.

#### **10. Self-Installation Waiver**

a. Customer agrees that HCN, its officers, employees, and channel partners are authorized to order a "self-install" on the customer's behalf whenever available, and releases them of responsibility for such tasks. "Self-Install" shall be defined as a line which may require the Customer to perform tasks including, but not limited to, inside wiring, hardware installation, and other equipment configuration as necessary. HCN or its third-party contractors, will aid in these tasks at the rate of \$99.00 per hour.

b. In consideration of HCN Inc. furnishing services and/or equipment to enable the Customer to participate in the self-installation of a DSL line, the Customer agrees as follows:

c. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my attempt for self-installation, I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently of in the future for the negligent acts or other conduct by the owners, agents, officers or employees of HCN. I hereby acknowledge that an unsuccessful installation attempt could result in additional costs.

d. Notwithstanding this Section 10, if the Customer explicitly contracts for a premium installation by written agreement, a self-install will not be authorized.

#### **11. Customer Premises Equipment Return Policy**

a. Equipment purchased from HCN and returned within twenty (20) days from the date of purchase with the original shipping invoice are eligible for refund or exchange. No refunds or exchanges are allowed after twenty (20) days from the date of purchase. All items must be in new condition, including the original box, packaging,

manuals and accessories. Products deemed defective after the 20-day period outlined above may be under Manufacturer's warranty, consult your owner's manual for details.

b. An open box fee equal to 20% of the purchase price will be charged on any opened item, unless the item is defective and exchanged for the exact same item (fee not applicable in Hawaii). The 20% open box fee will be assessed at the time of refund or exchange.

c. HCN will not accept the return or exchange of any item if the UPC code has been removed from the packaging.

d. Refunds on hardware will be issued in form of in-house account credit, unless otherwise requested and agreed to by HCN. Refunds on purchases made with a credit card will only be made as in-house account credit, or as a credit to the same card.

## 12. Notices

All notices given by any party or required under this agreement shall be in writing and addressed to:

Hypercore Networks, Inc.  
Attn: Contract Administration, 2024 W. 15<sup>th</sup> St, ste F, #331, Plano, TX 75075

## 13. Acceptable Use Policy

a. You agree that you will NOT use the Service to:

1. upload, post, email, transmit or otherwise make available any Content (as defined below) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. Harm minors in any way;
3. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
4. Upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
6. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
7. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
9. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
10. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
11. "Stalk" or otherwise harass another; or
12. Collect or store personal data about other users.

b. You understand and agree that any attempt to break security, or to access an account which does not belong to you, will be considered a material breach of these Terms and Conditions, and such breach may result in suspension or termination of the Service, and possibly referral to law enforcement authorities. Unauthorized access to the Service, to restricted portions of the Service, or to the telecommunications or computer facilities used to deliver the Service, is a breach of these Terms and Conditions whether or not such activities are a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access or use of the Service, and you must take prompt remedial measures upon notice of breaches, or potential breaches, of security.

c. Violations of HCN's' Acceptable Use Policy may also be considered a material breach of these Terms and Conditions and may also result in suspension or termination of the Service.

d. HCN reserves the right to suspend or terminate the Service to you, or to suspend or terminate any electronic mail address, IP address, Universal Resource Locator or domain name used by you, in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of HCN.

e. Under no circumstances will HCN be liable in any way for any Content, including, but not limited to, any errors

or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

#### **14. Indemnity**

You agree to indemnify and hold HCN and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of this Service Agreement, your violation of the Acceptable Use Policy, or your violation of any rights of another.

#### **15. Termination For Cause**

HCN may immediately terminate all or a portion of your service, or suspend any or all access to all or a portion of the service, without notice, for conduct that HCN believes is: (a) illegal, fraudulent, harassing or abusive; (b) a violation of these Terms and Conditions, any policies or guidelines posted by HCN on the service; or (c) harmful to other users, third parties, the service, or the business interests of HCN. If HCN has terminated a portion, but not all, of your access to the service for the foregoing reasons, you will nevertheless be responsible for the all charges for the service. Use of a service for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to the Customer. If you file a claim against HCN, or a claim that in any way involves HCN, then HCN may terminate your service. Upon termination of your service, HCN will have no obligation to notify any third parties nor will HCN be responsible for any damages that may result or arise out of termination of your service. Termination or suspension by HCN of service to a Customer also constitutes termination or suspension (as applicable) of that Customer's license to use the Software.

#### **16. Modifications To Service**

a. HCN reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof) with or without notice. You agree that HCN will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

b. HCN may be required to modify its pricing for service provided to you in case of carrier price increases, regulatory price increases or general price increases. In case of a price increase to customer, HCN shall provide customer with a minimum of 30 day notice. Customer may terminate service with no liability in case of such price increase by HCN.

#### **17. Additional Agreements**

a. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

b. The Customer may not sell, transfer, or assign this agreement without the prior written consent o HCN.

c. Any alterations made to this Agreement by the Customer are null and void without the signature of an authorized HCN employee. Furthermore, the signed contract will remain in force (less the Customer alterations) according to the terms of this agreement.

d. Customer agrees that by signing an agreement referencing these terms, customer is bound to all terms and conditions as outlined in this agreement.

e. The section titles and paragraph headings in these Terms and Conditions are for convenience only and have no legal or contractual effect.

f. This document and the Service Order constitute the entire agreement between Customer and HCN. No verbal agreements will override these documents. Addendums to the MSA must be specifically signed by an authorized representative of HCN.

#### **18. Disclaimer Of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THE SERVICE AND/OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HCN EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. HCN MAKES NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL AND/OR SOFTWARE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE, BUT WITHOUT LIMITATION, HCN DOES NOT WARRANT THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL

BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE/AND OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HCN OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

#### **19. Limitation Of Liability**

a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT HCN WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HCN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE AND/OR SOFTWARE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/ OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE AND/OR SOFTWARE, OR (f) ANY OTHER MATTER RELATING TO THE SERVICE AND/OR SOFTWARE.

b. YOUR SOLE REMEDY AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH HCN IN CONNECTION WITH THE SERVICE AND/OR SOFTWARE IS THE CANCELLATION OF YOUR SERVICE AS PROVIDED IN THESE TERMS AND CONDITIONS.

#### **20. Exclusions And Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

#### **21. General Information**

The Terms and Conditions referenced herein combined with your signed agreement referencing these term and conditions Terms and Conditions, policies and, constitute the entire agreement between HCN and you. These Terms and Conditions govern your use of the Service, superseding any prior agreements between you and HCN with respect to the subject matter of these Terms and Conditions. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms and Conditions and the relationship between you and HCN will be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and HCN agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Collin, Texas. The failure of HCN to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.



## SERVICE LEVEL ATTACHMENT

### 1. Service Level Attachment

- a. The following Service Level Terms and Conditions are incorporated into the signed Service Agreement between you ("You" or "Customer") and Hypercore Networks, Inc. ("HCN") that refers to this Service Level Attachment. This Service Level Attachment constitutes the service level commitment of HCN to you as a broadband customer and/or VOIP customer.
- b. Please review this Service Level Attachment. By signing the one page contract referencing these terms, you agree to be bound by the Service Level Terms and Conditions set forth in this document.
- c. If HCN makes a change to this Service Level Attachment that has a material impact on the Service, you will be provided notice of that change. Your continued use of the Service following such notice constitutes your acceptance of those changes.

### 2. Definitions

The following terms and definitions shall be used in this Service Level Attachment ("SLA"):

Access Facility ("AF") - The physical connection between a Customer node and the HCN Network

Measurement Period - The measurement period begins on the first day of each month and ends on the last day of such month. For service initiation, the measurement period begins on the first day of the next full month after service is initiated. For service termination, the final measurement period is considered the last full month prior to service termination.

Service Connection - A generic term for your contracted broadband service.

VOIP - A generic term for your Voice over IP Service

VOIP Outage - A "VOIP Outage" is defined as when Customer cannot make or receive any calls because of application or network issues related to network elements directly under HCN's control.

### 3. Service Connection Features

HCN Service Connections consist of three components, a physical link, an IP connection between the customer and the internet, and the appropriate CPE. The physical link will generally be an Ethernet, DSL or a DS-1 connection (access) from the Customer's business location to the Internet.

### 4. Network Availability

#### 4.1. Service Level Commitment

For the Service Connections provided to Customer under the Agreement with HCN, HCN is committed to maintain an end to end Network Availability (as defined below) of ninety-nine and nine-tenths percent (99.9 %) for SDSL T1, Ethernet handoff and Wireless services. This is across the entire HCN network and not specific to any single customer line.

#### 4.2. Measurement and Calculation

"Network Availability" is the ratio the time the core network is capable of accepting and delivering information to

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the total time in the Measurement Period. Network Availability is expressed as a percentage.

The calculation for Network Availability is:

$$1 - \frac{\text{Total Minutes of Downtime in Measurement Period}}{\text{Total Minutes in Measurement Period}} \times 100\%$$

#### 4.3. Components Included

- This is a network-wide measurement

#### 4.4. Components Excluded

The following shall be excluded from any network outage time when calculating the Network Availability:

- Network downtime during scheduled maintenance windows of HCN or its vendors
- The failure of any components due to negligence or intentional misconduct of the Customer
- All Customer Premise Equipment (“CPE”), whether or not provided by HCN
- Network downtime during which HCN cannot access required facilities due to inaccessibility beyond HCN’s reasonable control
- Network Downtime due to Acts of God or nature
- Failures due to the local loop
- Network Downtime due to scheduled maintenance, caused by the act or failure to act of Customer or any party other than HCN or caused by any action or event beyond HCN’s reasonable control
- Network Downtime due to failure of any network or system provided by customer or any third party.
- All ADSL and IDSL services

#### 4.5. Network Availability Remedies

Upon notification by the Customer and verification by HCN that the actual Network Availability is below the committed Network Availability for the Measurement Period, HCN shall apply a credit equal to fifteen percent (15%) of the monthly service charge under the Agreement for each line validated outages in the applicable Measurement Period. Such credit shall be Customer’s sole and exclusive remedy for HCN’s failure to meet the committed Network Availability. Customer must request credit within sixty (60) days of the validated outage. HCN reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any credits. Requests for credits may take up to thirty (30) days to research and review; customer is responsible for paying current invoices and will receive a credit after the thirty (30) day review period.

### 5. Throughput

#### 5.1. Service Level Commitment

Latency to the Internet Gateway from the Customer CPE will not exceed 60ms.

#### 5.2. Measurement and Calculation

Throughput is the ability of the network to transmit traffic without loss or error at the contracted connection speed, measured over the Measurement Period. Latency to the gateway will not exceed 60ms.

#### 5.3. Excluded Items

The following shall be excluded from any determination of Throughput:

- The failure of the CPE or any components on the Customer side of the CPE, whether or not such CPE was

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- provided by HCN
- Service degradation during HCN's scheduled maintenance windows
- The failure of any components due to negligence or intentional misconduct of the Customer
- Service degradation during which HCN cannot access required facilities due to inaccessibility beyond HCN's reasonable control
- Service degradation due to Acts of God or nature
- Any lines added, removed, or re-configured during the month
- Service degradation due to the local loop
- Network Downtime or Service Degradation due to failure of any network or system provided by customer or any third party.
- Network Downtime caused by the act or failure to act of Customer or any party other than HCN or caused by any action or event beyond HCN's reasonable control
- All ADSL and IDSL services

#### 5.4. Throughput Remedies

Upon notification by the Customer and verification by HCN that the actual Throughput is below the Committed Throughput for the Measurement Period, HCN shall apply a credit equal to fifteen percent (15%) of the monthly service connection charge for each line that fails to meet the Committed Throughput in the applicable Measurement Period. Such credit shall be Customer's sole and exclusive remedy for HCN's failure to meet the committed Throughput. Customer must request credit within sixty (60) days of the validated outage. HCN reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any credits. Requests for credits may take up to thirty (30) days to research and review; customer is responsible for paying current invoices and will receive a credit after the thirty (30) day-review period.

### 6. Mean Time To Respond

#### 6.1. Service Level Commitment

HCN is committed to maintain a maximum response time of (one) 1 hour. HCN will accept trouble calls from Customer 24-hours a day, 7 days a week. Within one (1) hour of opening a trouble ticket, a HCN representative will attempt to contact the Customer through the trouble ticket system and inform the Customer of the Estimated Time to Repair ("ETTR"). If a significant change in the ETTR occurs, HCN will attempt to provide an update to the ETTR to the Customer.

#### 6.2. Measurement and Calculation

Elapsed time is measured from the time a particular trouble ticket is opened by HCN to the time HCN attempts to contact the Customer with a status update of the trouble reported. The "Mean Time to Respond" calculation is as follows:

$$\frac{\text{SUM of (Time Representative Attempts to Contact Customer - Time Trouble Reported)}}{\text{Trouble Tickets Opened During the Measurement Period}} \text{ (Number of)}$$

#### 6.3. Excluded Items

The following shall be excluded from any determination of Mean Time To Respond:

- When response is not met due to Acts of God or nature, scheduled maintenance, the act or failure to act of Customer or any party other than HCN or any action or event beyond HCN 's reasonable control
- When response is not met due to of any network or system provided by customer or any third party.
- All ADSL and IDSL service

#### 6.4. Mean Time to Respond Remedies

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Version 5-1.16



Upon notification by the Customer and verification by HCN that the committed Mean Time to Respond is not met for the Measurement Period, HCN shall apply a credit equal to fifteen percent (15%) of the monthly service connection charge for each line included in the trouble ticket for which HCN did not meet the committed Mean Time to Respond. Such credit shall be Customer's sole and exclusive remedy for HCN; failure to meet the committed Mean Time to Respond. Customer must request credit within sixty (60) days of the validated outage. HCN reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any credits. Requests for credits may take up to 30 days to research and review; customer is responsible for paying current invoices and will receive a credit after the 30 day review period.

## 7. Mean Time To Repair

### 7.1. Service Level Commitment

For SDSL and coaxial cable circuits, HCN is committed to maintain a maximum of 24-hour repair time for service problems that do not require on-site dispatches and a maximum of 48-hour repair time for service problems that require on-site dispatches. For fiber Ethernet, DS-1, DS-3 and VOIP service, HCN is committed to maintain a maximum of a 4 hour repair time.

### 7.2. Measurement and Calculation

Elapsed time is measured from the time the trouble ticket is opened by HCN to the time service is restored to normal operating performance. The calculation for "Mean Time to Repair" is as follows:

$$\text{Mean Time to Repair (Without On-Site Dispatches)} = \frac{\text{[Total Outage Time (hours) for all Trouble Tickets (no dispatch)]}}{\text{[Total Number of Trouble Tickets (no dispatch)]}}$$

$$\text{Mean Time to Repair (With On-Site Dispatches)} = \frac{\text{[Total Outage Time (Hours) for all Trouble Tickets (On-site Dispatches)]}}{\text{[Total Number of Trouble Tickets (On-site Dispatches)]}}$$

### 7.3. Excluded Items

The following shall be excluded from any determination of Mean Time To Repair:

- Trouble tickets due to the failure of the CPE or any components on the Customer side of the CPE, whether or not such CPE was provided by HCN
- Trouble tickets due to HCN 's scheduled maintenance windows
- Trouble tickets due to the failure of any components due to negligence or intentional misconduct of the Customer
- Trouble tickets for which HCN cannot access required facilities due to inaccessibility beyond HCN 's reasonable control
- Trouble tickets due to Acts of God or nature
- Trouble tickets related to any lines added, removed, or re-configured during the month
- Trouble tickets associated with lines used as backup or alternate routes
- When response is not met due to of any network or system provided by customer or any third party.
- "No Trouble Found" trouble tickets
- Failures due to the local loop
- Trouble Tickets caused by the act or failure to act of Customer or any party other than HCN or caused by any action or event beyond HCN 's reasonable control
- All ADSL and IDSL services



#### 7.4. Mean Time to Repair Remedies

Upon notification by the Customer and verification by HCN that the actual Mean Time to Repair level is below the committed level, HCN shall apply a credit equal to fifteen percent (15%) of the monthly service connection charge for each line included in the trouble tickets for which HCN did not meet the committed Mean Time to Respond. Such credit shall be Customer's sole and exclusive remedy for HCN's failure to meet the committed Mean Time to Repair. Customer must request credit within sixty (60) days of the validated outage. HCN reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any credits. Requests for credits may take up to thirty (30) days to research and review; customer is responsible for paying current invoices and will receive a credit after the thirty (30) day-review period.

### 8. Remedies – General

#### 8.1. Maximum Allowable Remedy

At no time will multiple remedies be provided to the Customer for the same, similar or related troubles on the same line. HCN shall have no liability for any failure of any HCN network, service or equipment to meet the foregoing guidelines due to scheduled maintenance, caused by the act or failure to act of Customer or any party other than HCN or caused by any action or event beyond HCN's reasonable control. Customer's sole and exclusive remedy for HCN's failure to meet the committed Network Availability or other failure to meet the foregoing guidelines shall be the credit outlined in the applicable section. The maximum allowable remedy in a given Measurement Period will be fifteen percent (15%) for each line affected. Customer must request credit within sixty (60) days of the validated outage or applicable event. HCN reserves the right to determine if an outage or other covered event is considered a validated pursuant to this Service Level Attachment.

THE CUSTOMER UNDERSTANDS THAT THE SERVICES, NETWORKS AND EQUIPMENT REFERRED TO HEREIN WILL BE FURNISHED "AS IS" AND WITH ALL FAULTS. OTHER THAN ANY LIMITED WARRANTY THAT MAY BE GIVEN TO CUSTOMER UNDER THE AGREEMENT, HCN MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, IN THIS SLA OR IN ANY COMMUNICATION WITH CUSTOMER REGARDING SUCH SERVICES, NETWORK OR EQUIPMENT. HCN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HCN EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ARISING OUT OF OR BASED UPON THE CONTENT OF INFORMATION TRANSMITTED BY CUSTOMER OR THE RESULTS OF ANY TRANSMISSION. HCN DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, NETWORKS OR EQUIPMENT COVERED BY THIS SLA WILL BE UNINTERRUPTED OR ERROR FREE.

**Hypercore Networks, Inc. Internet Contract**

Please reference the full Master Service Agreement Terms and Conditions and Service Level Attachment on our website:

Master Service Agreement: <http://www.hypercorenetworks.com/agreements/>

Service Level Attachment: <http://www.hypercorenetworks.com/agreements/>

Important information regarding your service with Hypercore Networks, Inc.:

- Billing will commence within 48 hours after the service is installed. Completion status will be determined by Hypercore Networks, Inc.
- You will be billed 30 days in advance for your services.
- This Contract will automatically renew for periods of the original term length unless notice is given at least sixty (60) days before the end of the agreement.
- All non-recurring charges (Equipment/Hardware purchase, Activation, Shipping, and Setup) will be due at signing.
- If you terminate your contract early or your service is terminated for non-payment all payments for the remainder of the contract will be due immediately.

Addendums Included:		Addendum B						
Product	Type	Circuit or Description	Speed (Mbps) Down/Up	Monthly Rate	Activation and/or purchase	Quantity	Subtotal MRC (monthly)	Subtotal NRC (one-time)
Dedicated Internet	Internet	Ethernet	See Addendum B	\$0.00	\$0.00	1	\$0.00	\$0.00
Data Public IP's	/29	8 Public IP's - 5 usable by client	-	\$0.00	\$0.00	1	\$0.00	\$0.00
QoS Service	Yes	QOS on circuit	-	\$0.00	\$0.00	0	\$0.00	\$0.00
QoS IP's		#N/A	-	\$0.00	\$0.00	0	\$0.00	\$0.00
BGP Routing		<list IP block to route via BGP>	-	\$0.00	\$0.00	0	\$0.00	\$0.00
Managed Equipment**	Yes	#N/A		\$0.00	\$0.00	1	\$0.00	\$0.00
Inside Wiring*	No	Demarc extension*	-	\$0.00	\$0.00	0	\$0.00	\$0.00
Term Length (in Years):	3	MRC : See Addendum B		NRC: \$ -		Deposit Total:		TBD
<b>Note: MRC=Monthly Recurring Charges   NRC=Non Recurring (activation, setup, and installation) Charges</b>								
*Inside Wiring refers to the wiring necessary to extend cabling from the Telephone Company's handoff to your suite/office. It does not include wiring for your local area network (LAN) or PC's. There may also be instances where the job is "technically not feasible" or "beyond normal scope" due to conditions at the installation site. **Hypercore or carrier provided based on product.								

Billing Address and Contact Info.		Install Address and Contact Info.	
Billing Company Name:	City of Seagoville	Install Company Name:	City of Seagoville
Address 1:	702 N Hwy 175	Address 1:	See Addendum B
Address 2:		Address 2:	
City:	Seagoville	City:	See Addendum B
State:	TX	State:	See Addendum B
Zip:	75159	Zip:	See Addendum B
Billing Contact Name:	Marty Anderson	Install Contact Name:	Shawn Davis / Liz Gant / Rense Plunkett
Billing Contact Phone 1:	972-287-2050 ext 2017	Install Contact Phone 1:	214-383-8018
Billing Contact Phone 2:		Install Contact Phone 2:	469-319-5022 / 972-287-6823
Billing Contact email:	accounts.payable@seagoville.us	Install Contact email:	sdavis@baxterit.com
Billing Contact email:		Install Contact email:	lgant@seagovillelibrary.org
Invoice remit email:		Install Contact email:	rplunkett@seagoville.us

**Redundancy option below:**

I accept 4G Internet backup and automatic failover for \$79/month and \$99 setup charge. It includes unlimited data during any Hypercore-provided Internet circuit outage and managed LTE equipment. [See full terms]

**By not checking the box above, customer declines 4G Internet backup and understand that if the Hypercore provided Internet circuit has an outage, HCN will resolve the issue(s) as quickly as possible, but customer may be without Internet until the circuit is restored.**

A. Customer Authorized Signature**	B. Print Address, City, State, ZIP
C. Print Name/Title:	D. Date <b>6/9/2020</b>
Hypercore Networks, Inc. Kurt Kopack Channel Mgr:	Hypercore Networks, Inc. VP Approval:

\*\*My signature on this document indicates that I have read and understand the Service Agreement (Contract) and agree to the Terms and Conditions of the Agreement as well as the charges as designated on this document. I am authorized to sign on behalf of the company and personally guarantee this contract.



## “Addendum A”

City of Seagoville Service with Hypercore Networks, Inc. (“HCN”)

This Contract Addendum, known hereafter as “Addendum A” modifies and supersedes only the specific items outlined within this document. Items and terms not covered or discussed in this document remain unchanged from the original documents and all parties agree to abide by the cumulative of the original terms and modifications outlined in Addendum A. Addendum A modifies the Service Terms and Conditions for the existing contract for services between HCN and City of Seagoville, (herein known as Customer) contract for Services and also modifies and the TERMS AND CONDITIONS as specified in the document “msa.pdf”.

### Changes to: Service Terms and Conditions

Notwithstanding any other provision of this Contract, the Customer shall not be obligated for HCN’s performance hereunder or by any provision of this Contract during any of the Customer’s future fiscal years unless and until the Customer’s City Council appropriates funds for this Contract in the Customer’s Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of **September 30** of the last fiscal year for which funds were appropriated. The Customer shall notify HCN in writing of any such non-allocation of funds at the earliest possible date.

City of Seagoville:

Hypercore Networks, Inc.

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

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

Patrick Stallings  
Name:

\_\_\_\_\_  
Name:

City Manager  
Title:

\_\_\_\_\_  
Title:

February 8, 2018  
Date:

\_\_\_\_\_  
Date:



### "Addendum B"

Services with Hypercore Networks, Inc. ("HCN")

This Contract Addendum, known hereafter as "Addendum B" modifies and supersedes only the specific items outlined within this document. Items and terms not covered or discussed in this document remain unchanged from the original documents and all parties agree to abide by the cumulative of the original terms and modifications outlined in Addendum B. Addendum B modifies the Service Terms and Conditions for the existing contract for services between HCN and **City of Seagoville**. (herein known as Customer) contract for Services and modifies and the TERMS AND CONDITIONS as specified in the document "msa.pdf".

**FIGURE A**

<b>ADDRESS</b>	<b>BW</b>	<b>PRODUCT</b>	<b>TERM</b>	<b>MRC</b>	<b>NRC</b>
702 N Hwy 175 Seagoville, TX 75159	50M	DIA	2 years	\$636	\$0
1717 N Hwy 175 Seagoville, TX 75159	20M	DIA	2 years	\$491	\$0
101 N Watson St, Seagoville, TX 75159	20M	DIA	2 years	\$491	\$0
304 E Farmers Rd, Seagoville, TX 75159	50 x 8M	COAX	2 years	\$139	\$0
			<b>Total</b>	<b>\$1,757</b>	<b>\$0</b>

Customer:  
**City of Seagoville**  
**Patrick Stallings**  
[pstallings@seagoville.us](mailto:pstallings@seagoville.us)  
**972-287-2050.**

Hypercore Networks, Inc.

\_\_\_\_\_  
By:  
Patrick Stallings  
Name:  
City Manager  
Title:  
June 15, 2020  
Date:

\_\_\_\_\_  
By:  
\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:

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

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Discussion regarding spending of Cares Act Covid Relief funds.

### **BACKGROUND OF ISSUE:**

Dallas County received funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the “CARES Act”. A portion of these funds will be divided among Dallas County cities.

### **FINANCIAL IMPACT:**

The City will receive an initial payment of \$182,600 and a follow up reimbursement amount of \$730,400 totaling \$913,000.

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

CARES ILA Presentation

# Caronavirus Aid, Relief, and Economic Security Act (CARES)

Through the Coronavirus Relief Fund, the CARES Act provides for \$150 billion to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak.

Dallas County has been issued Covid Relief funds from the United States Treasury, and a portion of these funds will be provided to Dallas County cities, including Seagoville. These funds are solely intended for Covid-related relief efforts, and an ILA has been created to specify spending criteria.

## City's Scope of Services and Obligations

- Funds may only be distributed within Seagoville's municipal corporate limits.
- Funds shall not be provided to previously funded federal, state or county sponsored program.
- The City shall keep Dallas County informed of expenditures during the term of the ILA (March 1st to December 30th, 2020).
- The City shall return any unspent funds to the County by December 11, 2020.

## Dallas County's Obligation

- Dallas County will assist the City in scheduling appointments with key County personnel and employees.
- Dallas County shall maintain supervisory control of the ultimate disbursement of funds under the program.
- Dallas County will provide funding in the amount of \$55 per City resident. (20% upon execution of agreement and 80% will be provided during the agreement period upon City's approved requests)

# What Qualifies?

- **Necessary Expenditures incurred due to the public health emergency - Covid 19**
- **Expenses not budgeted for as of March 27, 2020**
- **Medical expenses (Covid testing, emergency medical response, supplies)**
- **Disinfection of public areas**
- **Expenses for communication, enforcement and public safety**
- **Payroll expenses for public safety, public health and other employees whose jobs are substantially dedicated to Covid response**
- **Food delivery for seniors or other vulnerable populations**
- **Small business grants**
- **Unemployment insurance costs related to Covid 19**

## What Does Not Qualify?

- Revenue replacement (shortfalls in government revenue)
- State share of Medicaid
- Damages covered by insurance
- Payroll of benefit expenses for employees whose work duties are not substantially dedicated to Covid 19
- Expenses already reimbursed by any federal, state or county program
- Reimbursement to donors for donated items or services
- Severance pay
- Legal settlements

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

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City of Seagoville, Texas, declaring certain city property surplus and authorizing the City Manager to sell, trade, donate, and/or dispose of it in accordance with the process established in the Code of Ordinances; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

City staff have identified two police department vehicles fully described in exhibit (A) that have serviced this city well, however due to age, mileage, or ongoing maintenance issues feel that it is in the best interest of the city to deem this vehicle as surplus as they no longer remits a viable asset to the city based on the aforementioned issues. City Ordinance requires that Council declare these item as surplus property before the City Manager may dispose, sell, or trade this item in accordance with established city ordinance guidelines.

Staff proposes to sell and/or auction these vehicle described in part as a 2005 black and white Ford Crown Victoria (former COP vehicle) with over 125,000 miles and a 2013 black and white Dodge Charger with over 107,000 miles through an online auction company known as (Propertyroom.com). Propertyroom.com will take physical possession of the vehicle that has been stripped of all emergency equipment, communications equipment and any other law enforcement related components as prescribed by law. Propertyroom.com will dispose of this vehicle through the online auction process, and a portion of the proceeds will be forwarded to the City.

### **FINANCIAL IMPACT:**

The City of Seagoville has an existing agreement with Propertyroom.com for their services. Propertyroom.com charges 12.5% for their service and remits 87.5% of the sale back to the City.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

See exhibit A for full description year model and mileage of each vehicle requested in this proposal.

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

**RESOLUTION NO.**

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

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

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

**WHEREAS**, the City Council, according to the Code of Ordinances, has identified property more specifically described in Exhibit A hereto and being a black and white 2005 Ford Crown Victoria with an odometer reading of over 125,00 miles and a black and white 2013 Dodge Charger with an odometer reading of over 107,000 as surplus property; and

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

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

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

**SECTION 1.** The City Council declares the property specifically described in Exhibit A hereto, being a black and white 2005 Ford Crown Victoria with an odometer reading of over 125,000 miles and a black and white 2013 Dodge Charger with an odometer reading of over 107,000 miles, as surplus property and authorizes the City Manager to sell, trade, donate, and/or dispose of the property according to law.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this Resolution be, and the same are hereby repealed, and all

resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

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

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 15<sup>th</sup>  
Day of June, 2020

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY

**Exhibit A**

Year	Description of Vehicles	Mileage	VIN
2005	Black & white Ford Crown Victoria	125,515	2FAFP71W35X159465
2013	Black & white Dodge Charger	107,926	2C3CDXAT6DH643364

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

**Meeting Date: June 15, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing the purchase of one 2020 Chevrolet Tahoe Police Vehicle at a total cost of \$40,212.70 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

In April of this year a marked 2015 Chevy Tahoe was involved in a single vehicle motor vehicle accident. It was determined through Texas Municipal League (TML) that because of the extent of damage, the year model and mileage that the cost of repairs would exceed the overall value of the vehicle and determined it as a total loss.

After consultation with the City Manager it was decided to bring this before Council to purchase a replacement vehicle. The Police Department is requesting council's approval to purchase a new 2020 Chevrolet Tahoe police package vehicles and utilize the emergency equipment that has been removed from the wrecked vehicle to reduce cost. This vehicle will be complete with all necessary emergency equipment, departmental graphics, black and white paint scheme, camera system, computer system, radar unit and communications equipment, along with all other accessories originally on the wrecked squad. This vehicle will be added back to our fleet of marked vehicles and utilized as a patrol vehicle.

This purchase will keep our current fleet of marked vehicles at a manageable level and help minimize maintenance costs.

The quote for the purchase of this 2020 Chevy Tahoe, as well as the removal and reinstallation of all emergency equipment, communication equipment and all other components is through (Holiday Chevrolet) obtained through Defender Supply and the Tarrant County cooperative purchasing contract, under contract number (2019-014).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as the Tarrant County contract, which we are a part of, all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Vehicle breakdown of the purchase as follows:

- Vehicle: 2020 Chevy Tahoe base price with standard equipment and black and white paint scheme: \$32,250.00
- Removal and reinstallation of all Emergency equipment, communications equipment, Watch Guard 4RE camera system, radar unit, which includes purchase and installation of department graphics: \$7,327.00, graphics kit: \$635.70
- Total cost: \$40,212.70
- Remittance from Texas Municipal League (TML) regarding the wrecked squad: \$17,337.50
- Total amount of funds to be used from the City's vehicle replacement fund: \$22,239.50

**FINANCIAL IMPACT:**

This request does impact the vehicle replacement fund by \$22,239.50, however, this amount does replace a five-year-old vehicle and will be covered under a factory bumper to bumper warranty for three years or 36,000 miles and a 100,000-mile powertrain warranty.

**RECOMMENDATION:**

The Police Department recommends that Council approve this purchase to help maintain a safe and reliable fleet of vehicles for our Patrol Division.

**EXHIBITS:**

N/A

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE 2020 CHEVROLET TAHOE POLICE VEHICLE AT A TOTAL COST OF \$40,212.70 FROM HOLIDAY CHEVROLET; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that incidents may occur where Police Department equipment such as a police vehicle may have to be replaced; and

**WHEREAS**, through the Texas Smart Buy cooperative purchasing program, this item has been bid in accordance with all applicable bidding statutes and policies; and

**WHEREAS**, the City Council has determined that Holiday Chevrolet has met all bid specifications and is the lowest and most responsive bid.

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

**SECTION 1.** That the City Council hereby authorizes the purchase of one 2020 Chevrolet Tahoe police vehicle for a total purchase price of \$40,212.70 from Holiday Chevrolet and authorizes the City Manager to disburse the funds and execute all documents necessary to complete the purchase.

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

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

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this 15<sup>th</sup> day of June, 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

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

**Meeting Date: June 15, 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: 11***

**Meeting Date: June 15, 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: 12*

**Meeting Date: June 15, 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 Notice of Claim, TML Claim No.: LB000000114453 – Shayla Logan

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 13*

**Meeting Date: June 15, 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 Notice of Claim, TML Claim No.: LB000000114453 – Shayla Logan

**BACKGROUND OF ISSUE:**

N/A

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A