



JOINT MEETING AGENDA

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

MONDAY, SEPTEMBER 14, 2020
City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159

EXECUTIVE SESSION – 6:30 P.M.

City Council Call to Order
SEDC Call to Order

1. Recess into Executive Session

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

A. Section 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: JWWIV, LLC

2. Reconvene into Regular Session

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

A. Section 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: JWWIV, LLC

SEDC Adjourn
City Council Adjourn

REGULAR SESSION – 7:00 P.M.

Invocation

Pledge

Mayor's Report

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

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

3. Consider approving City Council Meeting minutes for August 31, 2020 (City Secretary)

REGULAR AGENDA-

4. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, adopting the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective (Finance Director)

5. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, adopting and levying ad valorem taxes for the year 2020 (fiscal year 2020-2021) at a rate of \$0.788800 per One Hundred Dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2020, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Seagoville; providing for due and delinquent dates together with penalties and interest; providing a severability clause; providing a repealing clause; and providing an effective date (Finance Director)

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying the property tax increase reflected in the 2020-2021 fiscal year budget; and providing an effective date (Finance Director)

7. Discuss and consider approving the City of Seagoville's Financial Policies for Fiscal Year 2020-2021 (Finance Director)

8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, adopting the City's Investment policy for fiscal year beginning October 1, 2020 and ending September 30, 2021; providing a repealing clause; providing a severability clause; and providing an effective date (Finance Director)

9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the adopted budget for the Seagoville Economic Development Corporation for the fiscal year October 1, 2020 through September 30, 2021; providing that expenditures for said fiscal year shall be made in accordance with that budget; and declaring an effective date (Finance Director)

10. Discuss and consider approving three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$10,500.00); Seagofest (\$10,500.00); and 4th of July Celebration (\$4,000.00) totaling Twenty Five Thousand (\$25,000.00) Dollars for the fiscal year October 1, 2020 through September 30, 2021. Seeking authorization for the City Manager to execute the grant agreements (Finance Director)

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

12. Discuss and consider approving a Resolution of the City of Seagoville, Texas approving the terms and conditions of the Agreement for Mobile Intensive Care Ambulance Service between the City of Seagoville and Acadian Ambulance Services, LLC; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date (Fire Chief)

13. Receive a presentation from Halff Associates on water master plan (Water Utilities Director and Halff Associates)

14. Discuss and consider approving a Resolution of the City of Seagoville, Texas approving and ratifying the City Manger's execution of a contract change order for the purchase and installation of two 12" offset bends for the Ard Road Pump Station Upgrades Contract 1, in an amount not to exceed Six Thousand Two Hundred Eighty Dollars and Zero Cents (\$6,280.00); and providing an effective date (Water Utilities Director)

15. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Cubley Drive, in its entirety, in an amount not to exceed One Hundred Thirty-One Thousand One Hundred Eighty-Two Dollars and No Cents (\$131,182.00) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)

16. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a defined scope of services basis ("Agreement") with Halff Associates, Inc. for the Haven Hills Drainage Improvements Phase 2, which is attached hereto as Exhibit "A", in an amount not to exceed \$32,000.00; authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development Director)

17. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement with Kaufman County, Texas, relating to the Subdivision Platting, Option 1 which is attached hereto as Exhibit "A"; authorizing its execution by the City Manager; and providing an effective date (Community Development Director)

18. Discuss and consider casting votes for Places One through Four for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election (City Secretary)

19. Discuss and consider approving a gathering of 10 or more people for the upcoming Movie in The Park Events to be held on Saturday, September 24, 2020 and Saturday, October 24, 2020 (Community Development Director)

20. Recess into Executive Session

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

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

21. Reconvene into Regular Session

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

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

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

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

City Council Adjourn

Posted Friday, September 11, 2020 by 5:00 P.M.



Kandi, Jackson, City Secretary



As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- **Monday, October 6, 2020 Regular City Council Meeting**
- **Monday, October 19, 2020 Regular City Council Meeting**
- **Monday, November 2, 2020 Regular City Council Meeting**
- **Monday, November 16, 2020 Regular City Council Meeting**

Executive Session Agenda Item: 1

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Recess into Executive Session

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

A. Section 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: JWWIV,LLC

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 2

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Reconvene into Regular Session

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

A. Section 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: JWWIV,LLC

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Consent Session Agenda Item: 3

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for August 31, 2020.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for August 31, 2020.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

August 31, 2020 Work Session Minutes
August 31, 2020 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
AUGUST 31, 2020**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, August 31, 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 Arrived 6:33 p.m.

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Patrick Harvey, Assistant Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss programs for CARES Act Funding

B. Discuss regular session agenda items

1. Consider approving City Council Meeting minutes for August 17, 2020 (City Secretary)

No questions.

2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the Seagoville CoVID-19 Stimulus Program previously established by Resolution No. 36-R-2020, by amending the program to authorize additional funding in the amount of Eight Hundred Eighty Thousand (\$880,000.00) Dollars for the purpose of paying administration costs of the program and providing commercial rent and/or mortgage and/or payroll assistance to businesses located in the City of Seagoville that are adversely impacted by the CoVID-19 Pandemic and under which eligible businesses may receive a one-time grant, based on number of full-time or full-time equivalent employees, to a maximum grant amount of \$25,000; and providing an effective date (Director of Health and Code)

3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to negotiate and execute a Professional Services Agreement ("PSA") for Third Party Administrator Services relating to the City's Small Business Grant Program (CoVID-19/CARES Act) with National Council for Community Development, Inc. and/or Community Development Properties North Texas, Inc. In substantially the form as set forth in the attached Exhibit "A", in an amount not to exceed \$80,000.00; providing a repealing clause; providing a severability clause; and providing an effective date (Director of Health and Code)

Director of Health and Code Stephens stated Item #2 and Item #3 blend with each other. He stated Item #2 approves a Resolution that amends the Seagoville CoVID-19 Stimulus Program to authorize additional funding in the amount of Eight Hundred Eighty Thousand (\$880,000.00) Dollars for the purpose of paying administration costs of the program and providing commercial rent and/or mortgage and/or payroll assistance to businesses located in the City of Seagoville that are adversely impacted by the CoVID-19 Pandemic and under which eligible businesses may receive a one-time grant, based on number of full-time or full-time equivalent employees, to a maximum grant amount of \$25,000.

In response to a question from Councilmember Hernandez, Director of Health and Code Stephens stated homebased businesses will be required to be in the City of Seagoville and verifiable.

Director of Health and Code Stephens stated Item #3 approves a Resolution that authorizes the City Manager to negotiate and execute a Professional Services Agreement ("PSA") for Third Party Administrator Services relating to the City's Small Business Grant Program (CoVID-19/CARES Act) with National Council for Community Development, Inc. and/or Community Development Properties North Texas, Inc. In Substantially the form as set forth in the attached Exhibit "A", in an amount not to exceed \$80,000.00.

Councilmember Hernandez asked if Council will be provided updates. Director of Health and Code stated yes, Council will be updated.

4. Receive presentation of FY 2021 budget overview, followed by FY 2021 budget discussion (Finance Director)

Finance Director Harvey reviewed the FY 2021 budget. He thanked everyone for their efforts in putting the budget together.

5. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, accepting the Certified Tax Roll from Dallas and Kaufman County Appraisal Districts (Finance Director)

Finance Director Harvey stated this Resolution approves the numbers from Dallas and Kaufman County Appraisal Districts.

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas accepting the proposed property tax rate for fiscal year 2020-2021; accepting the calculation of the effective tax rate; and providing for the publication as provided by the Texas Property Tax Code (Finance Director)

Finance Director Harvey stated this Resolution accepts the tax rate. He also explained the impact from Senate Bill 2.

7. Receive presentation concerning applications from Chamber of Commerce in support of their request for FY 2021 funding for community events from the City's hotel/motel tax (Chamber of Commerce)

Finance Director Harvey stated the Chamber of Commerce will be present during the Regular to provide a presentation for their request for FY 2021 funding for community events from the City's hotel/motel taxes.

8. Conduct public hearing to receive input on the proposed FY 2020-2021 hotel/motel tax budget; and direct staff on the proposed grant application(s) for FY 2020-2021 hotel/motel occupancy tax funds (Chamber of Commerce & Finance Director)

Finance Director Harvey stated this is a public hearing for the proposed FY 2020-2021 hotel/motel tax budget. He also mentioned the Chamber of Commerce was impacted by the pandemic.

9. Discuss and consider appointing an elected official to represent the City of Seagoville as a member of the Trinity River Common Vision Steering Committee (Community Development Director)

Community Development Director Barr explained North Central Texas Council of Governments (NCTCOG) requested a Councilmember to serve as a member of the Trinity River Common Vision Steering Committee. He stated the first meeting will be held September 10, 2020 and the member will only be responsible for attending one (1) meeting a year.

Adjourned at 6:57 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
AUGUST 31, 2020**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:06 p.m. on Monday, August 31, 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 Captain Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Director of Health and Code Jimmy Stephens, Finance Director Patrick Harvey, Assistant Finance Director Gail French, 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 – *None.*

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

None.

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

1. Consider approving City Council Meeting minutes for August 17, 2020 (City Secretary)

Motion to approve City Council Meeting minutes for August 17, 2020 – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the Seagoville CoVID-19 Stimulus Program previously established by Resolution No. 36-R-2020, by amending the program to authorize additional funding in the amount of Eight Hundred Eighty Thousand (\$880,000.00) Dollars for the purpose of paying administration costs of the program and providing commercial rent and/or mortgage and/or payroll assistance to businesses located in the City of Seagoville that are adversely impacted by the CoVID-19 Pandemic and under which eligible businesses may receive a one-time grant, based on number of full-time or full-time equivalent employees, to a maximum grant amount of \$25,000; 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 amending the Seagoville CoVID-19 Stimulus Program previously established by Resolution No. 36-R-2020, by amending the program to authorize additional funding in the amount of Eight Hundred Eighty Thousand (\$880,000.00) Dollars for the purpose of paying administration costs of the program and providing commercial rent and/or mortgage and/or payroll assistance to businesses located in the City of Seagoville that are adversely impacted by the CoVID-19 Pandemic and under which eligible businesses may receive a one-time grant, based on number of full-time or full-time equivalent employees, to a maximum grant amount of \$25,000; and providing an effective date- Hernandez, seconded by Howard; motion passed with all ayes. 5/0

3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to negotiate and execute a Professional Services Agreement ("PSA") for Third Party Administrator Services relating to the City's Small Business Grant Program (CoVID-19/CARES Act) with National Council for Community Development, Inc. and/or Community Development Properties North Texas, Inc. In substantially the form as set forth in the attached Exhibit "A", in an amount not to exceed \$80,000.00; providing a repealing clause; providing a severability clause; and providing an effective date (Director of Health and Code)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the City Manager to negotiate and execute a Professional Services Agreement ("PSA") for Third Party Administrator Services relating to the City's Small Business Grant Program (CoVID-19/CARES Act) with National Council for Community Development, Inc. and/or Community Development Properties North Texas, Inc. In substantially the form as set forth in the attached Exhibit "A", in an amount not to exceed \$80,000.00; providing a repealing clause; providing a severability clause; and providing an effective date – Fruin seconded by Magill.

Councilmember Hernandez stated the agreement is for Seventy Six Thousand \$76,000.00 instead of Eighty Thousand (\$80,000.00).

Councilmember Fruin rescinded his motion, and Councilmember Magill rescinded his second. Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the City Manager to negotiate and execute a Professional Services Agreement ("PSA") for Third Party Administrator Services relating to the City's Small Business Grant Program (CoVID-19/CARES Act) with National Council for Community Development, Inc. and/or Community Development Properties North Texas, Inc. In substantially the form as set forth in the attached Exhibit "A", in an amount not to exceed \$80,000.00; providing a repealing clause; providing a severability clause; and providing an effective date, amending the amount to Seventy Six Thousand (\$76,000.00) – Fruin, seconded by Magill. Motion passed with all ayes. 5/0

4. Receive presentation of FY 2021 budget overview, followed by FY 2021 budget discussion (Finance Director)

Finance Director Harvey presented the FY 2021 budget. He also stated in two (2) weeks Council will be presented with an Ordinance for approval.

5. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, accepting the Certified Tax Roll from Dallas and Kaufman County Appraisal Districts (Finance Director)

Motion to approve a Resolution of the City of Seagoville, Texas, accepting the Certified Tax Roll from Dallas and Kaufman County Appraisal Districts – Hernandez, seconded by Magill; motion passed with all ayes 5/0

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas accepting the proposed property tax rate for fiscal year 2020-2021; accepting the calculation of the effective tax rate; and providing for the publication as provided by the Texas Property Tax Code (Finance Director)

Approval of a Resolution of the City Council of the City of Seagoville, Texas accepting the proposed property tax rate for fiscal year 2020-2021; accepting the calculation of the effective tax rate; and providing for the publication as provided by the Texas Property Tax Code – Howard – aye, Hernandez – aye, Magill – aye, Fruin-aye, and Epps-aye.

7. Receive presentation concerning applications from Chamber of Commerce in support of their request for FY 2021 funding for community events from the City's hotel/motel tax (Chamber of Commerce)

Seagoville Chamber of Commerce Managing Director Edwards presented their request for FY 2021 funding for community events from the City's hotel/motel tax.

Mayor Childress congratulated Managing Director Edwards on a job well done this year during the pandemic.

8. Conduct public hearing to receive input on the proposed FY 2020-2021 hotel/motel tax budget; and direct staff on the proposed grant application(s) for FY 2020-2021 hotel/motel occupancy tax funds (Chamber of Commerce & Finance Director)

Mayor Childress opened the public hearing at 7:39 p.m.

No one spoke for or against

Mayor Childress closed the public hearing at 7:39 p.m.

9. Discuss and consider appointing an elected official to represent the City of Seagoville as a member of the Trinity River Common Vision Steering Committee (Community Development Director)

Motion to appoint Mayor Childress as the representative for the City of Seagoville as a member of the Trinity River Common Vision Steering Committee – Howard, seconded by Hernandez; motion approved with all ayes. 5/0

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

Mayor Pro Tem Epps stated the City of Seagoville is moving forward and doing good.

11. Future Agenda Items – Council to provide direction to staff regarding future agenda

None.

Adjourned at 7:41 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 4

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, adopting the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

A public hearing was held September 14, 2020 to receive input on the proposed budget for FY 20-21 as required by the Home Rule Charter and Truth-in-Taxation legislation.

The attached ordinance adopts the FY 20-21 budgets for the General Fund, Debt Service Fund, Utility Fund, Drainage (Storm Water) Fund, Hotel/Motel Tax Fund, Small Grants Fund, Revenue Recycling Fund, Municipal Court Fund, Street Maintenance Fund, Animal Shelter Operations Fund, TCLEOSE Fund, Technology Replacement, Vehicle Replacement, 2019 Street Projects Fund, and New Fire Station Construction Fund.

Steps for the Adoption of the Budget:

- A vote to adopt the budget must be a record vote.
- An adopted budget must contain a cover page stating a record vote of each member of the governing body by name, the property tax rates for the current and preceding fiscal year, the total amount of debt obligations, and the following statement in 18point font:

This budget will raise more revenue from property taxes than last year's budget by an amount of \$272,350, which is a 4.82 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$341,385.

- The budget and cover page must be filed with the clerk and posted on the entity's website at least until the date of the first anniversary the budget is adopted.

FINANCIAL IMPACT:

This budget will raise more revenue from property taxes than last year's budget by an amount of \$272,350.

RECOMMENDATION:

Approval.

EXHIBIT:

Budget adoption ordinance.
Exhibit A 2021 Budget Fund Expenditures

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE --20**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, has been duly created by the financial office of the City of Seagoville, Texas, in accordance with Chapter 102.002 of the Local Government Code; and

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues of the City for the fiscal year beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, the financial office for the City of Seagoville has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code; and

WHEREAS, public hearing as required by Chapter 102.006 of the Local Government Code was held following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Seagoville City Council that the 2020-2021 fiscal year budget as hereinafter set forth should be adopted.

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Seagoville, Texas, said budget

being in the amount of \$25,639,767.00, providing a complete financial plan for the fiscal year beginning October 1, 2020 and ending September 30, 2021 as submitted to the City Council by the City Manager, a copy of which is on file in the City Secretary's Office and incorporated herein by reference, be and the same is hereby adopted and approved as the budget of the City of Seagoville, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 2. That the sum of \$25,639,767.00 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2020 and ending September 30, 2020.

SECTION 3. That the expenditures during the fiscal year beginning October 1, 2020 and ending September 30, 2021 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Seagoville, Texas.

SECTION 4. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2019-2020 are hereby ratified, and the budget Ordinance for fiscal year 2019-2020, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 5. That specific authority is given to the City Manager to take and/or make the following actions:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.
3. Negotiate and execute the necessary contracts and related instruments, including any amendments thereto for the projects set forth in the Capital Projects program included within the proposed budget.

SECTION 6. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 8. This Ordinance shall take effect from and after its passage.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Dennis K. Childress, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Mike Fruin, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAOGVILLE, TEXAS, ON THE 14TH DAY OF SEPTEMBER 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(090420vwtTM117791)

**EXHIBIT A
CITY OF SEAGOVILLE
2021 BUDGET
FUND EXPENDITURES**

Description	Amount
General	10,686,354
Debt Service	869,363
Water and Sewer Operations	10,028,329
Small Grants	1,150
Revenue Recycle	550
Municipal Court	7,972
Hotel/Motel	25,000
Street Maintenance	600,000
Animal Shelter Operations	3,000
Vehicle Replacement	38,813
Technology Replacement	17,500
TCLEOSE	1,000
2019 Street Projects	2,234,955
New Fire Station Construction	1,088,121
Storm Water	<u>37,660</u>
	<u><u>25,639,767</u></u>

Regular Session Agenda Item: 5

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, adopting and levying ad valorem taxes for the year 2020 (fiscal year 2020-2021) at a rate of \$0.788800 per One Hundred Dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2020, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Seagoville; providing for due and delinquent dates together with penalties and interest; providing a severability clause; providing a repealing clause; and providing an effective date.

BACKGROUND OF ISSUE:

The attached ordinance establishes the City's ad valorem tax rate as \$0.788800.

(1) Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate does not exceed the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the operations and maintenance property tax rate be adopted at a tax rate of 0.720498, which is not effectively an increase in the tax rate.

I move that the interest and sinking fund property tax rate be adopted at a tax rate of 0.068302, which is not effectively an increase in the tax rate.

(2) Statement Required in the Ordinance, Resolution, or Order Setting This Year's Tax Rate:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

This year's levy to fund interest and sinking fund expenditures exceeds last year's interest and sinking fund tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR INTEREST AND SINKING FUND THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.82% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$38.00.

FINANCIAL IMPACT:

This rate will raise more revenue from property taxes than last year's budget by an amount of \$341,385.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Tax rate adoption Ordinance

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING AND LEVYING AD VALOREM TAXES FOR THE YEAR 2020 (FISCAL YEAR 2020 - 2021) AT A RATE OF \$0.788800 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEAGOVILLE AS OF JANUARY 1, 2020, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF SEAGOVILLE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notices duly posted and published in all things as required by law, public hearings were held by and before the City Council of the City of Seagoville, the subject of which was the proposed tax rate for the City of Seagoville for Fiscal Year 2020-2021, submitted by the City Manager in accordance with provisions of the City Charter and state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby approved, adopted and levied for the tax year 2020 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Seagoville, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.788800 on each One Hundred Dollars (\$100) assessed valuation of taxable property, which consists of two components each one of which is separately approved by the Council as follows:

- (a) 0.720498 per One Hundred Dollars (\$100) of taxable value, the rate that, if applied to the total taxable value, will impose the total amount published under Section 26.04(e)(3)(C) of the Texas Property Tax Code (Tax Code), less any amount of additional sales and use tax revenue that will be used to pay debt service; and

- (b) 0.068302 per One Hundred Dollars (\$100) taxable value, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the coming year.

SECTION 2. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.82% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$3.80.

SECTION 3. All ad valorem taxes shall become due and payable on October 1, 2020, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2021. There shall be no discount for payment of taxes prior to February 1, 2021. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent (6%) on the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2021, incurs a total penalty of twelve percent (12%) of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes for the year 2020 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2020 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2020 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The Dallas and Kaufman County Tax Assessors/Collectors are hereby authorized to assess and collect the taxes of the City of Seagoville, Texas.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax rolls as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 7. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Dennis K. Childress, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Mike Fruin, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, AND AT LEAST 60% OF THE MEMBERS OF THE GOVERNING BODY VOTING IN FAVOR OF THE

ORDINANCE, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THE 15TH DAY OF SEPTEMBER 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(090420vwt117793)

Regular Session Agenda Item: 6

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying the property tax increase reflected in the 2020-2021 fiscal year budget; and providing an effective date.

BACKGROUND OF ISSUE:

Section 102.007(c) of the Texas Government Code requires adoption of a budget that will require raising more revenue from property taxes than in the previous year, requires a separate vote to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.

This action will satisfy this requirement.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approval.

EXHIBIT:

Resolution.

RESOLUTION R----20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE 2020-2021 FISCAL YEAR BUDGET; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code §102.007(c) requires that adoption of a budget that raises more property tax revenue than was generated the previous year requires a record vote of the City Council to ratify the property tax increase reflected in the budget in addition to and separate from the record votes to approve the ordinance adopting the annual budget and the ordinance adopting the tax rate for the current tax year; and

WHEREAS, the City Council has approved Ordinance No. _____ adopting the 2020-2021 fiscal year budget, which will require raising more revenue from property taxes than last year's budget; and

WHEREAS, the City Council of the City of Seagoville, Texas, desires to ratify the property tax increase reflected in Ordinance No. _____ approving the 2020-2021 Fiscal Year Budget.

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

SECTION 1. The property tax increase reflected in the 2020-2021 Fiscal Year Budget and approved pursuant to Ordinance No. _____ is hereby ratified.

SECTION 2. This Resolution shall take effect immediately from and after its passage, as provided by law.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS RESOLUTION, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Dennis K. Childress, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Mike Fruin, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

**WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, THIS RESOLUTION
NO. _____ IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF
SEAGOVILLE, TEXAS, ON THE 14TH DAY OF SEPTEMBER 2020.**

ATTEST:

APPROVED:

Kandi Jackson, City Secretary

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(090420vwtTM117792)

Regular Session Agenda Item: 7

MEETING DATE: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving the City of Seagoville's Financial Policies for Fiscal Year 2020-2021.

BACKGROUND OF ISSUE:

The Financial Policies constitute the framework upon which the City conducts its financial operations and builds the annual budget. The attached policies are consistent with those enacted in prior years and include no current revisions. The purpose of the City's financial policies is to provide guidelines to enable City staff to achieve a long-term stable financial condition while conducting daily operations and providing services to the community. The scope of the policies covers accounting, auditing, financial reporting, internal controls, fiscal, financial condition and reserves, revenue management, expenditure control and capital financing/debt management. As an integral part of the annual budget and commencement of the fiscal year, Council is asked to reaffirm its commitment to the City's financial policies.

FINANCIAL IMPACT:

None

RECOMMENDATION:

None

EXHIBITS:

Financial Policy

City of Seagoville Financial Policies

Purpose Statement

The policies set forth below provide guidelines to enable the City staff to achieve a long-term, stable financial condition while conducting daily operations and providing services to the community. The City Manager and senior management follow these policies while developing the annual operating budget. The scope of these policies cover accounting, auditing, financial reporting, internal controls, fiscal, financial condition and reserve, revenue management, expenditure control and capital financing/debt management.

The long-range policies regarding financial management are as follows:

1. Exercise a discipline which allows the City to retain a sound financial condition.
2. Give recognition to the community's needs and ability to pay
3. Strive to retain the best possible rating on bonds

Accounting, Auditing and Financial Reporting

Accounting – The City's Director of Finance is responsible for establishing the chart of accounts and for properly recording financial transactions.

External Auditing – The City will be audited annually by outside independent accountants (auditors). The auditors must be a CPA firm and must demonstrate experience in the field of local government auditing. They must conduct the City's audit in accordance with generally accepted auditing standards and be knowledgeable in the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The City will follow a five year rotation of outside independent auditors. The audited financial statements should be prepared within 180 days after the close of the fiscal year.

External Financial Reporting – The City will prepare and publish a Comprehensive Annual Financial Report (CAFR). The CAFR will be prepared in accordance with generally accepted accounting principles and will be presented annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certificate of Achievement for Excellence in Financial Reporting.

Interim Reporting – The Finance Department will prepare and issue timely reports on the City's fiscal status to the Mayor/Council and staff. This includes the following:

1. Monthly budget status reports to the City Manager and all Department Heads
2. Mid Year status report and fiscal year end projection of major funds (General and Water & Sewer funds)
3. Quarterly financial reports to Mayor and Council

Internal Controls

Written Procedures – The Director of Finance is responsible for developing written guidelines on accounting, cash handling and other financial matters which will be approved by the City Manager. The Finance Department will assist Department Directors, as needed, in tailoring such guidelines to fit each department's requirements.

Department Directors' Responsibility – Each Department Director is responsible to the City Manager to ensure that proper internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented and that all independent auditor control recommendations are addressed.

Fiscal

Balanced Budget – Current available unrestricted operating revenue shall be sufficient to support current operating expenditures. Temporary shortages, or operating deficits, can and do occur, but they are not tolerated as extended trends. Measures are developed to provide additional revenue and/or reduced expenditures to eliminate operating deficits.

Long Range Planning – The budget process will be coordinated so as to identify major policy issues for City Council consideration in advance of the budget approval date so that proper decision analysis can be made.

Fixed Assets – Such assets will be reasonably safeguarded, properly accounted for and prudently used. The fixed asset inventory will be updated regularly.

Cash Management – The City's cash flow will be managed to maximize the investable cash in accordance with the City's investment policy.

Financial Condition and Reserve

Reserve Accounts – The General Fund unreserved undesignated fund balance should be adequate to handle unexpected decreases in revenues and a reasonable level for extraordinary unbudgeted expenditures. The General Fund balance policy should also be flexible enough to allow the City to weather economic downturns without raising taxes and/or reducing vital services. The General Fund is required to maintain a minimum 60 day reserve of budgeted expenditures.

City Enterprise Funds will compensate the General Fund for the general and administrative services thereby provided such as management, finance and personnel. The City will adopt annual utility rates which will generate revenues sufficient to cover operating expenses and meet the legal requirements of bond covenants. Rates will also fund adequate capital replacement of water distribution and sewerage collection systems. The Water and Sewer Fund is required to maintain a minimum of 60 days of budgeted expenses. These reserves are needed to protect against the possibility of temporary revenue shortfalls or unpredicted one-time expenditures.

Should either the General Fund reserve or the Water and Sewer Fund reserve fall below the minimum reserve requirement, revenue raising measures or expenditure reductions will be implemented to return the General Fund reserve and the Water and Sewer Fund reserve to the minimum level no later than the end of the following fiscal year.

Reserves (fund balance) will be used only for emergencies or to reduce balances in excess of current guidelines (60 days for the General Fund and 60 days for the Water and Sewer Fund), as long as they are spent for non-recurring items.

Revenue Management

Revenue Diversification – A diversified and stable revenue system will be maintained to shelter the City from short run fluctuations in any one revenue source.

Fees and Charges – The City will maximize utilization of user charges in lieu of property taxes for services that can be individually identified and where the costs are directly related to the level of service. There will be periodic review of fees and charges to ensure that fees provide adequate coverage of costs of service.

Use of One-time Revenues – One-time revenues will be used only for one-time expenditures. The City will avoid using temporary revenues to fund mainstream services.

Use of Unpredictable Revenue – The City will try to understand its revenue sources, and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans. Use of unpredictable revenue will depend upon management’s determination whether the revenue is considered a one time revenue or will recur annually.

Sufficiency – The benefits of revenue shall exceed the cost of producing the revenue.

Grants – Any potential grants shall be examined for matching requirements so that the source and availability of these funds may be determined before the grant application is made.

Utility Rates – The City shall review and adopt utility rates that shall generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs.

Expenditure Control

Appropriations – The City Manager’s level of budgetary control is at the fund level for all funds. Modifications within a respective fund’s operating categories (materials, supplies and services) and/or modifications within the personnel and capital categories may be made with the approval of the City Manager. When a budget amendment among funds is necessary, it must be approved by the City Council.

Purchasing – All purchases shall be in accordance with both the City’s purchasing policy and state law.

Prompt Payment – All invoices will be paid upon 30 days of receipt in accordance with state law. Procedures will be used to take advantage of all cost effective purchase discounts. Payments will be processed to maximize the City’s investable cash.

Department Directors’ Responsibility - Each Department Director is held accountable for meeting program objectives and monitoring the use of budget funds expended to ensure compliance with the annual appropriated budget approved by the City Council.

Capital Financing and Debt Management

Debt Capacity, Issuance and Management – Long term debt will not be used for operating purposes. Capital projects financed through bond proceeds shall be financed for a period not to exceed the useful life of the project. When appropriate, self-supporting revenues will pay debt service in lieu of property

taxes. The Debt Service current fiscal year debt requirement shall not exceed debt service property tax, self-supporting revenue and balances carried forward from the prior year. Unspent capital project proceeds are transferred to debt service at the completion of the capital project.

The Finance Department will monitor all City debt annually with the preparation of the annual budget. The Finance Department will diligently monitor the City's compliance to its bond covenants. The Finance Department will maintain ongoing communications with bond rating agencies about the City's financial condition and follow a policy of full disclosure on every financial report. The City has and will continue to retain a Financial Advisor in connection with any debt issuance.

Regular Session Agenda Item: 8

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, adopting the City's Investment policy for fiscal year beginning October 1, 2020 and ending September 30, 2021; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

On September 12, 2019, the City Council adopted an Investment Policy and it is necessary that the Investment Policy be adopted annually by resolution of the City Council and the Finance Director has recommended that the City Council adopt the City's current Investment Policy, attached hereto as Exhibit "A", without changes, for fiscal year beginning October 1, 2020 and ending September 30, 2021.

The Investment Policy for the City of Seagoville provides a list of authorized broker/dealers, local investment pool and financial institutions in Section XI – List of Attachments. Under the current Investment Policy, the list of authorized dealers is as follows:

- American National Bank
- Home Bank
- TexPool
- TexSTAR
- MultiBank Securities
- LOGIC

The above list of authorized broker/dealers is unchanged from the previous Investment Policy. No other changes are proposed.

FINANCIAL IMPACT:

None

RECOMMENDATION:

None

EXHIBIT:

Resolution
Investment policy

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. ____R-2020**

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING THE CITY'S INVESTMENT POLICY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 12, 2019, the City Council adopted an Investment Policy; and

WHEREAS, it is necessary that the Investment Policy be adopted annually by resolution of the City Council; and

WHEREAS, the Finance Director has recommended that the City Council adopt the City's current Investment Policy, attached hereto as Exhibit "A", without changes, for fiscal year beginning October 1, 2020 and ending September 30, 2021.

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

SECTION 1. That the Investment Policy, attached hereto as Exhibit "A," is adopted by the City Council of the City of Seagoville, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 2. All Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed; provided, however, that all other provisions of said Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 14th day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(091020vwtTM117873)

CITY OF SEAGOVILLE, TEXAS

INVESTMENT POLICY

September 2020

CITY OF SEAGOVILLE, TEXAS INVESTMENT POLICY

PREFACE

It is the policy of the City of Seagoville (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the highest rate of return with the maximum security while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (including but not limited to the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [PFIA] and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code) to define, adopt and review a formal investment strategy and policy.

**CITY OF SEAGOVILLE
INVESTMENT POLICY
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LIST

SAMPLE CERTIFICATION

CURRENT AUTHORIZED DEALERS

1. PURPOSE. The purpose of this investment policy (the “Policy”) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity and achieve a market rate of return in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.

2. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity, managed as separately invested assets and includes the following funds or fund types:

General Fund – used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.

Special Revenue Funds – used to account for the proceeds from specific revenue sources which are restricted to expenditures for specific purposes.

Debt Service Fund – used to account for resources to be used for the payment of principal, interest and related costs on general obligation debt.

Capital Projects Funds – used to account for resources to enable the acquisition or construction of major capital facilities which are not financed by enterprise funds, internal service funds, or trust funds.

Enterprise Funds – used to account for operations that are financed and operated in a manner similar to private business enterprises.

This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

3. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City’s funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification (PFIA 2256.005 (b)(3)). The management of maturities refers to structuring the maturity dates of the direct investments so that investments mature as cash needs require.

3.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal (PFIA 2256.005(b)(2);
- Maintenance of sufficient liquidity to meet operating needs (PFIA 2256.005 (b)(2); and
- Achieve a market rate of return on the investment portfolio (PFIA 2256.005 (b)(3))

3.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings

for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

3.2.1 **Strategy No. 1. - Diversification** Diversifying the City's investment opportunities through the use of local government investment pools as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

3.2.2 **Strategy No. 2. - Ladder** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

3.2.3. **Strategy No. 3. – Investment Management Firm** At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003(4)(b)), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties (PFIA 2256.003(4)(b)).

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under

circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

3.2.4. **Strategy No. 4. – Fund Investment Strategy** The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

3.2.4.1 Investment strategies for general fund and enterprise funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the aforementioned funds.

3.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements.

3.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

3.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds.

3.2.5 **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

3.2.6 **Strategy No. 6 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

3.2.7 **Strategy No. 7 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investable cash by decreasing the

time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Suitability.** Understanding the suitability of the investment to the financial requirements of the City is important. Any investment eligible in the Investment Policy is suitable for all City funds.

4.2 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.3 **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.4 **Marketability.** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

4.5 **Diversification.** Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the City. Diversifying the appropriate maturity structure will reduce market cycle risk.

4.6 **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person(s).

5.1 **Delegation of Authority.** The City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers", pursuant to Texas Government Code 2256.005(f) . No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the

Director of Finance. The Director of Finance shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2 Prudence. The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule (as set forth in Texas Government Code 2256.006(a-b), which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

- 5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3 Due Diligence. The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4 Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer has a personal business relationship with a business organization if any one of the following three conditions are met:

- a. The Investment Officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
- b. Funds received by the Investment Officer from the business organization exceed 10% of the investment officers' gross income for the prior year.

- c. The Investment Officer has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for their personal account (Texas Government Code 2256.005 (i)(1-3)).

5.5 An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.6 Investment Training. The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Council and endorsed by one or more of the following entities: the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management (Texas Government Code 2256.008).

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 Authorized and Acceptable Investments. The authorized list of investment instruments are as follows:

- (1) Obligations (including letters of credit) of the United States or its agencies and instrumentalities.
- (2) Direct obligations of the State of Texas, or its agencies and instrumentalities.
- (3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- (4) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:
 - guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or

- secured in any other manner and amount provided by law for deposits of the City.

This depository shall act as the custodian for the various certificates on behalf of the City.

(5) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool’s investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool’s investment philosophy and strategy are consistent with this Policy.

(6) Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of ninety (90) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

(7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances, Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

6.2 Investment Instruments NOT Authorized. The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- (3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- (4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1 Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two (2) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or

maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

7.2 **Diversification by Investment Instrument.** Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	<u>Percentage of Portfolio (Maximum)</u>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
SEC-Regulated No-Load Money Market Mutual Funds	10%

7.3 The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does use Brokers or Dealers. Should the City determine a need for additional brokers or dealers, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Council. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of National Association of Securities Dealers (NASD) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Director of Finance, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Council.

8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4 The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing (Texas Government Code 2256.005(b)(4)(e)).

10. COMPETITIVE BIDDING. It is the policy of the City to require competitive bidding for all individual security purchases and sales, excluding transactions with money market mutual funds, local government investment pools and when issued (new) securities, which are deemed to be made at prevailing market rates.

11. SAFEKEEPING AND COLLATERALIZATION.

11.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

11.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank/Federal Home Loan Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. The Investment Officer must be notified in writing of release of collateral or substitution of securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

11.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC and FSLIC insurance coverage;
 - A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
 - Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas;
 - A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less;
 - Surety Bonds that meet the requirements of the Public Funds Investment Act; or
 - Federal Home Loan Bank Letters of Credit as defined by Chapter 116, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

11.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

11.2.2 Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient. All collateral shall be subject to inspection and audit by the Director of Finance, or designee, as well as the City's independent auditors.

12. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

13. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

14. REPORTING. The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 Annual Report. Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

14.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired;
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
- Additions and changes to the market value during the period;
- Fully accrued interest for the reporting period;
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
- Listing of investments by maturity date;
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

15. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank and the City is governed by

state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders, primarily through developing

and maintaining an active nationwide market in conventional mortgages.

Federal National Mortgage Association (FNMA or Fannie Mae). FNMA, a federal corporation, is the largest single provider of residential mortgage funds in the United States. It is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These

factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives of the City.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See **Investment Pool.**

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See **Yield.**

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and non-member broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

[SAMPLE]

CITY OF SEAGOVILLE, TEXAS

This certification is executed on behalf of the City of Seagoville, Texas (the "City"), and _____ (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____

Current Authorized Dealers:

American National Bank

Home Bank

TexPool

TexStar

MultiBank Securities

LOGIC

Regular Session Agenda Item: 9

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the adopted budget for the Seagoville Economic Development Corporation for the fiscal year October 1, 2020 through September 30, 2021; providing that expenditures for said fiscal year shall be made in accordance with that budget; and declaring an effective date.

BACKGROUND OF ISSUE:

In a public meeting, on July 30, 2020, the Seagoville Economic Development Corporation (SEDC) proposed and adopted a budget for expenditures for Fiscal Year 2020 – 2021.

The budget is incorporated in the budget book and will be approved and adopted as part of the overall budget. This resolution will ratify the budget adopted by the SEDC.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approval.

EXHIBITS:

Resolution
FY 2021 SEDC Budget Summary

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ADOPTED BUDGET FOR THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THAT BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, after notice required by law, on July 30, 2020, the Seagoville Economic Development Corporation proposed and adopted a budget for expenditures for the Fiscal Year 2020-2021; and

WHEREAS, the City Council finds that the adopted budget by the Seagoville Economic Development Corporation for Fiscal Year 2020-2021 should be approved and adopted.

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

SECTION 1. The annual budget adopted by the Seagoville Economic Development Corporation for the Fiscal Year 2020-2021, attached hereto as Exhibit "A" and incorporated herein is hereby approved.

SECTION 2. All expenditures by the Seagoville Economic Development Corporation during the fiscal year shall be made in accordance with the budget approved, unless otherwise authorized by a duly enacted ordinance of the City.

SECTION 3. The City Council hereby approves, ratifies and restates approval of Resolution 19-02 authorizing expenditures by the Seagoville Economic Development Corporation for projects of Five Thousand Dollars (\$5,000.00) or less without review or further approval by City Council, provided such expenditures are for Quality of Life Grants or Grant Assistance Business Programs.

SECTION 4. This resolution shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, on this ____ day of September 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

APPROVED AS TO FORM:

Kandi Jackson, City Secretary

Victoria W. Thomas, City Attorney
(090420vwtTM117790)

**Seagoville Economic Development Corporation
Fund Summary FY 2021**

Account Description	Actual FY 2019	Budget FY 2020	Projected FY 2020	Proposed FY 2021
Total Net Position October 1	2,409,176	2,289,476	2,289,476	2,509,380
<i>Revenues</i>				
Sales Tax Revenues	951,248	915,325	887,865	951,940
Rent Revenue	21,600	21,600	11,400	21,600
Reimbursement/Other	-	-	-	-
Interest Income	754	810	810	810
Total Revenue	973,602	937,735	900,075	974,350
Total Resources Available	3,382,778	3,227,211	3,189,551	3,483,730
<i>Expenditures</i>				
<u>Administrative & Operations</u>				
Administrative Cost	62,846	72,228	39,159	27,000
Operations	389,766	139,450	128,025	311,350
Total Administrative & Operations	452,613	211,678	167,184	338,350
<u>Economic Development Assistance</u>				
Kelley Harris Incentive	-	-	-	-
Project Cake	-	-	-	-
Building Renovation	-	-	100,000	-
Land Incentive	430,999	-	9,537	-
Excel Linen	-	-	100,000	-
COVID 19 Stimulus	-	-	100,000	-
Shorty's BBQ	-	-	-	-
Golden Chick Incentive	-	-	-	200,000
Chicken Express Incentive	60,000	-	-	-
Total Economic Development Assistance	490,999	-	309,537	200,000
<u>City and Community Oriented Projects</u>				
Fireworks	5,000	5,000	5,000	5,000
Kidfish Event	2,266	3,500	3,500	3,500
Quality of Life Projects	142,425	200,000	194,950	100,000
Special Events Chamber of Commerce	-	-	-	-
Total City and Community Projects	149,691	208,500	203,450	108,500
<u>Facade Improvement Program</u>				
	-	-	-	-
Total Expenditures	1,093,302	420,178	680,171	646,850
Excess of Revenue over Expenditures	(119,700)	517,557	219,904	327,500
Total Net Position September 30	2,289,476	2,807,033	2,509,380	2,836,880
Invested in Capital Assets	666,809	666,809	825,393	825,393
Working Capital	1,622,667	2,140,224	1,683,987	2,011,487

Regular Session Agenda Item: 10

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$10,500.00); Seagofest (\$10,500.00); and 4th of July Celebration (\$4,000.00) totaling Twenty Five Thousand (\$25,000.00) Dollars for the fiscal year October 1, 2020 through September 30, 2021. Seeking authorization for the City Manager to execute the grant agreements.

BACKGROUND OF ISSUE:

The Seagoville Chamber of Commerce requested three (3) grants during the August 31st public hearing. The City Council directed staff at the August 31st meeting to prepare the three (3) grant agreements for a combined total disbursement of \$25,000.00.

The attached three (3) agreements provide terms for the use of hotel occupancy tax funds by the Seagoville Chamber of Commerce. It addresses budget submission, reporting and banking requirements as well as action to be taken by the City in the event the agreement is breached.

FINANCIAL IMPACT:

Funds are available in the hotel/motel fund for this expenditure.

RECOMMENDATION:

Approval.

EXHIBITS:

Agreement-Mayfest
Agreement-Seagofest
Agreement-4th of July Celebration

5. In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall in be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant funds provided to the Applicant with interest at the rate of four percent (4%) per annum or the highest interest rate allowed by law, whichever is lower, from date of receipt of the Grant until paid. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, which shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City, at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant and demand repayment of the Grant funds plus interest as provided above.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the Parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the Party at the address set forth below the signature of the Party.

9. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

[Signature Page to Follow]

EXECUTED this _____ day of September 2020.

CITY OF SEAGOVILLE, TEXAS

By: _____

Patrick Stallings

City Manager

Address: 702 US-175 Frontage Road
Seagoville, TX 75159

EXECUTED this _____ day of September 2020.

SEAGOVILLE CHAMBER OF COMMERCE

By: _____

Ritha Edwards

Chief Executive Officer

Address: 109 N. Kaufman Street
Seagoville, TX 75159

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

HOTEL/MOTEL TAX GRANT

This Agreement (the “Agreement”) is made by and between the City of Seagoville, Texas (the “City”), and the Seagoville Chamber of Commerce (the “Applicant”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City is authorized by Chapter 351 of the Texas Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the City Council finds that an expenditure of local hotel occupancy tax for the Applicant as set forth herein, will directly enhance and promote tourism and, the convention and hotel industry in the City or its vicinity, and further finds that the expenditures are for one or more the statutorily authorized categories;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to availability of funds during the City’s fiscal year 2020-2021, the City agrees to provide the Applicant a hotel occupancy tax grant (the “Grant”) in the amount of up to Ten Thousand Five Hundred Dollars (\$10,500.00).
2. Applicant agrees to utilize the grant for the Seagofest 2021 event, including music, cultural, entertainment, and art components thereof, advertising expenses, and administrative expenses related thereto as allowed by law, to attract tourists to Seagoville.
3. City agrees to provide the Grant or the necessary funds from the Grant to Applicant upon submission to the City Manager of satisfactory proof that Applicant has incurred costs or eligible expenses in accordance with the terms of this Agreement.
4. Applicant agrees to complete the project(s) for which the City provided the Grant between the dates of October 1, 2020 and September 30, 2021, and requests for reimbursements are due on or before October 10, 2021. Applicant shall provide the City with receipts, lists of names and addresses of visitor requests, and other information reasonably satisfactory to the City to evidence that Applicant has incurred eligible expenses in accordance with the terms of this Agreement. All receipts and other information shall be submitted with the request for reimbursement. Any unexpended Grant funds that remain shall not be carried forward to future years.

5. In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall in be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant funds provided to the Applicant with interest at the rate of four percent (4%) per annum or the highest interest rate allowed by law, whichever is lower, from date of receipt of the Grant until paid. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, which shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City, at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant and demand repayment of the Grant funds plus interest as provided above.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the Parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the Party at the address set forth below the signature of the Party.

9. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

[Signature Page to Follow]

EXECUTED this _____ day of September 2020.

CITY OF SEAGOVILLE, TEXAS

By: _____

Patrick Stallings

City Manager

Address: 702 US-175 Frontage Road
Seagoville, TX 75159

EXECUTED this _____ day of September 2020.

SEAGOVILLE CHAMBER OF COMMERCE

By: _____

Ritha Edwards

Chief Executive Officer

Address: 109 N. Kaufman Street
Seagoville, TX 75159

5. In the event the Applicant breaches any of the terms of this Agreement or fails to use the Grant for the purposes set forth herein, then the Applicant, after expiration of the notice and cure period described herein, shall in be in default of this Agreement. As liquidated damages in the event of such default, the Applicant shall, within thirty (30) days after demand, pay to the City the sum equal to the Grant funds provided to the Applicant with interest at the rate of four percent (4%) per annum or the highest interest rate allowed by law, whichever is lower, from date of receipt of the Grant until paid. The Parties acknowledge that actual damages in the event of default would be speculative and difficult to determine. Upon breach by Applicant of any obligations under this Agreement, the City shall notify the Applicant in writing, which shall have thirty (30) days from receipt of the notice in which to cure such default. If Applicant fails to cure the default within the time provided herein, or, as such time period may be extended, then the City, at its sole option, shall have the right to terminate this Agreement without further notice to the Applicant and demand repayment of the Grant funds plus interest as provided above.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the express written consent of City.

7. It is understood and agreed between the Parties that Applicant, in the use of the Grant and in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. Applicant agrees to indemnify and hold harmless the City from all such claims, suits, and causes of action, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Applicant's performance of the conditions under this Agreement.

8. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the Party at the address set forth below the signature of the Party.

9. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

[Signature Page to Follow]

EXECUTED this _____ day of September 2020.

CITY OF SEAGOVILLE, TEXAS

By: _____

Patrick Stallings

City Manager

Address: 702 US-175 Frontage Road
Seagoville, TX 75159

EXECUTED this _____ day of September 2020.

SEAGOVILLE CHAMBER OF COMMERCE

By: _____

Ritha Edwards

Chief Executive Officer

Address: 109 N. Kaufman Street
Seagoville, TX 75159

Regular Session Agenda Item: 11

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Conduct interviews with Boards & Commissions Applicant for appointment.

BACKGROUND OF ISSUE:

At this time, Places Three (3) and Four (4) on the Keep Seagoville Beautiful Commission (KSB) is vacant. Ms. Diane Marshall applied to serve in one of the open places on KSB. In compliance with Ordinance No. 24-2019, a criminal background check has been completed for Ms. Marshall.

In the past City Council has interviewed all boards and commission applicants. At this time, brief interviews may be conducted with the applicant. For your convenience, a list of appointments has been provided.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

List of appointments

Regular Session Agenda Item: 12

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas approving the terms and conditions of the Agreement for Mobile Intensive Care Ambulance Service between the City of Seagoville and Acadian Ambulance Services, LLC; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The emergency medical contract with Acadian Ambulance Service expires at midnight on September 30, 2020.

Acadian Ambulance Services has been our provider since 2014 when they purchased Texas Lifeline Corporation. During that time, they have been an excellent partner in all aspects of EMS service for the citizens of Seagoville as well as the employees.

FINANCIAL IMPACT:

The annual cost for services agreed to have been \$170,708.78 to be paid in monthly installments of \$14,225.73.

RECOMMENDATION:

Staff recommends the approval and award of a new three-year contract to Acadian Ambulance Services with an annual cost of \$170,708.78.

EXHIBITS:

Resolution
Agreement

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR MOBILE INTENSIVE CARE AMBULANCE SERVICE BETWEEN THE CITY OF SEAGOVILLE AND ACADIAN AMBULANCE SERVICES, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has previously contracted with Acadian Ambulance Services, LLC for ambulance service to residents and other persons within the City of Seagoville; and

WHEREAS, the City Council has elected to continue service with Acadian Ambulance Services, LLC; and

WHEREAS, an agreement for provision of mobile intensive care ambulance service has been prepared for this purpose, which is attached hereto and incorporated herein as Exhibit "A" (hereinafter, the "Agreement"); and

WHEREAS, it is the desire of the City Council to approve the same;

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

SECTION 1. That the Agreement attached hereto as Exhibit A, between the City of Seagoville, Texas, and Acadian Ambulance Services, LLC, for the purpose of providing ambulance service within the City is hereby approved, and the City Council finds that any and all fees allowable under the City's Code of Ordinances is calculated into the subsidy as provided in Exhibit "A".

SECTION 2. That the City Manager of the City of Seagoville is hereby authorized and directed to execute the Agreement and all necessary documents on behalf of the City.

SECTION 3. 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 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this resolution or the approved agreement be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part or provision thereof, or of the agreement, other than the part declared to be unconstitutional, illegal or invalid.

SECTION 5. That this resolution shall take effect on October 1, 2020 after its passage.

DULY PASSED BY THE City Council of the City of Seagoville, Texas, on the 14th day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT FOR PROVISION**
 § **OF MOBILE INTENSIVE CARE AMBULANCE SERVICE**
COUNTY OF DALLAS §

THIS AGREEMENT FOR PROVISION OF MOBILE INTENSIVE CARE AMBULANCE SERVICE (the “Agreement”) is made and entered into effective the 1st day of October 2020, by and between the City of Seagoville, a Texas Home Rule municipality (“City”) and Acadian Ambulance Service of Texas, LLC, a Louisiana Limited Liability Company, licensed to do business in the state of Texas (“Acadian”).

RECITALS:

WHEREAS, the City has previously approved a resolution on November 17, 2014, for ACADIAN to provide ambulance service for its residents and other persons within the City of Seagoville which Acadian has continued in same capacity; and

WHEREAS, the parties wish to memorialize their agreement by executing the within agreement detailing the terms of such agreement and incorporating further terms and specifications as heretofore set within the proposal;

NOW, THEREFORE, in consideration of the above stated premises and in further consideration of the promises and conditions hereinafter set forth, City grants ACADIAN the right to provide mobile intensive services, advance, intermediate and basic life (hereinafter, “ambulance service”) to residents and other persons within the confines of the City, and ACADIAN agrees to perform such services, on the following terms and conditions;

A. DEFINITIONS

The following definitions shall apply throughout this Agreement:

1. *MICU* shall mean Mobile Intensive-Care Unit as that term is defined in the Texas Emergency Medical Service Act.
2. *ALS* shall mean Advanced Life Support, emergency pre-hospital care that utilizes invasive medical acts and that is provided under the medical supervision and control of a licensed physician.
3. *BLS* shall mean Basic Life Support, emergency pre-hospital care that uses non-invasive medical actions and that is provided under the medical supervision and control of a licensed physician.
4. *Emergency Medical Service Advisory Board* shall mean a five (5) member body that may be appointed by the City Council and who may be empowered to review

and settle disputes between citizens and ACADIAN and to recommend to the City Manager all designated aspects of system performance which may affect patient care.

5. *Field personnel* shall mean all those employees of ACADIAN who have direct telephone or in-person contact with the public in the routine course of rendering the services which are the subject of the agreement.

6. *Response Time* shall mean the total elapsed time between the moment ACADIAN's control center personnel have acquired a callback number, patient location, and nature of problem information (i.e. time call received), and the moment the responding unit arrives upon the scene of the emergency incident (i.e. time unit arrived).

B. PURPOSE

The purpose of the agreement is to provide ambulance services to the residents and persons within the confines of the City of Seagoville in a manner and time frame consistent with the expectations and standards of the Texas Department of State Health Services-EMS Trauma Systems and to procure such services from a qualified professional ambulance company with extensive experience in the provision of ambulance services to small cities.

D. TERM

This Agreement shall be for a three term commencing on October 1, 2020 at 12:01 am, and shall continue through September 30, 2023 at 12:00 am. The parties shall have the option to renew this Agreement for two (2) additional one (1) year terms. The City reserves the right to extend, at the sole option and election of the City Council and upon acceptance by Acadian. Such renewals shall be mutually agreed to in writing.

E. SCOPE OF SERVICES

1. ACADIAN agrees, during the term of this Agreement to provide MICU service to all areas within the corporate limits of the City and within the areas for which the City bears primary, first response responsibility pursuant to contract with any other political subdivision.
2. The MICU service to be provided by ACADIAN shall include all responsibilities outlined in this Agreement, specifically including with limitation Mobile Intensive Care Units (MICU) which carry drugs, cardiac monitoring and defibrillator capabilities, as well as any and all other equipment or supplies or personnel required by law to provide ALS service. ACADIAN agrees at all times that its field personnel who man such ambulances will fully be trained paramedics and/or emergency medical technicians who are certified and qualified under state law to operate an MICU Ambulance.

3. City agrees to dispatch all E-911 calls for emergency ambulance service within the areas covered by this Agreement to ACADIAN through the ACADIAN Dispatch Service during the term of this Agreement or any renewal thereof.
4. This Agreement is based on the promise that ACADIAN has, and will throughout the life of the Agreement and any renewal period, maintain its own Medical Control Program under the direction of its Medical Directors, to provide all medical control services, including telemetry to a qualified doctor for stabilization of patients at the scene of emergencies to meet the minimum standards for MICU as required by applicable law.
5. ACADIAN agrees to abide by the applicable rules of the Texas Department of State Health Services-EMS Trauma Systems with regard to medical direction/supervision of pre-hospital care and MICU vehicle requirements when rendering BLS or ALS service under the provisions of the Agreement.
6. ACADIAN agrees to provide Medical Control to all City of Seagoville First Responders.
7. ACADIAN agrees to provide on-going continuing education training to all City of Seagoville First Responders.
8. ACADIAN agrees to provide at no charge to the City, MICU service that is required as the result of an illness or injury sustained to any City employee during the normal course of their duties with the City.
9. Acadian agrees to house one unit dedicated to the City of Seagoville a 24/7, 911 coverage unit at Station 2. Acadian agrees to provide one 24/48 back-up unit to be housed out of Station 1. The City of Seagoville will be considered to be Level 2 coverage if both units are available within the city limits. In the event the primary unit has to go out of service, or an emergency call is dispatched, the unit housed at Station 2 will be sent and the city will then be considered at Level 1 coverage. Once the city is considered Level 1 coverage, the back-up unit can no longer be pulled for a call outside the City of Seagoville limits until the unit housed at Station 2 is back in service.

F. SUBSIDY

1. The parties agree that ACADIAN's operations as hereunder contemplated could not be conducted without significant dollar loss to ACADIAN but for a subsidy paid to ACADIAN by the City. Consequently, the City agrees to provide ACADIAN an annual subsidy of \$170708.76 for the first year of this Agreement. Said subsidy shall be paid in monthly installments of \$14225.73 payable on the 1st day of the calendar month, with the first such installment being payable not later than the 1st day of October 2020 and remain the same amount through September 30, 2023. The parties further agree that any and all franchise fees, if any, to the City have been calculated into the subsidy amount provided for

herein.

2. In the event that this Agreement is terminated in accordance with its terms on other than the anniversary date of the Agreement, the requirement to pay the balance of the annual subsidy shall likewise terminate, and the City shall be responsible to pay for only the pro-rata portion thereof for the period which ACADIAN performed its duties hereunder. Further, Acadian shall refund the City any prorated overpayment.

G. CONDITIONS OF SERVICE

1. ACADIAN agrees to abide by all the requirements and standards of the Emergency Medical Services act, Vernon's Texas Civil Statutes, as amended, insofar as the same is applicable to MICU and ALS ambulance service to be provided by ACADIAN to the City under the provisions of this Agreement.

2. ACADIAN agrees to:
 - a. Be responsible for all hiring of employees, dispatching, billing and collections.
 - b. Save, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, suit, damage, judgment, or attorneys' fees arising out of or in any way related to any claim by third parties against ACADIAN or its employees which arises as a result of providing the ambulance services outlined in this Agreement.
 - c. Cooperate with and respond to the Emergency Service Advisory Board and the City Manager on matters related to ambulance service and patient care.
 - d. Provide monthly run statements to the City, including type of run, response time, disposition of patients if requested, and any unusual circumstances.
 - e. ACADIAN is a **"Participating Medicare Provider"** who will automatically accept assignment for Medicare and Medicaid for any patient provided that the condition including illness, injury, or physical condition meets the medical necessity requirement for ambulance service reimbursement. Furthermore, ACADIAN is a preferred provider with many of the health plans and PPO's that are purchased by residents in the north Texas area. Patients will be billed privately for any non-covered services, deductible amounts, or co-payment if required by their contract. Patients refusing treatment and transport may be billed according to Acadian's standard procedure.
 - f. Patients who receive ALS treatment, but refuse transport will be billed for ½ of the ALS-1 Base Rate.
 - g. Dispatch an ambulance to the scene of all reported structure fires to remain on the scene and dedicated at the request of the on duty officer in charge of the scene. The officer will release the ambulance when the emergency no longer exists.
 - h. Provide an annual financial statement to the City upon request.
 - i. On no less than 92% of all presumptively defined "Priority 1" (life threatening emergency requests), as determined by the dispatcher in

accordance with approved telephone protocols, originating within the primary area of responsibility set out herein, ACADIAN shall produce an ambulance Response Time of 7 minutes and 59 seconds or less from dispatch time to arrival at the scene. In "Priority 2" (non-life threatening emergency requests), ACADIAN shall provide a Response Time of not more than 10 minutes 59 seconds.

- j. Late response penalties will be assessed for late "Priority 1" calls in excess of performance guidelines. If ACADIAN fails to meet or exceed the 92% mark on Priority 1 calls, the City of Seagoville will assess a \$15.00 per minute, per call, late time penalty for each late "Priority 1" call in excess of the 8% tolerance. No late fees will be assessed against the 8% tolerance in any event. If ACADIAN meets or exceeds the 92% mark, the calls in the 8% and below mark shall not be subject to a late penalty. All late time penalties will be withheld from the next month's payment.
- k. Priority Levels:
 - "Priority 1"- Potential airway, breathing, or circulatory compromise – including but not limited to: chest pain, decreased level of consciousness, unconscious person, bleeding, gun-shot wounds, stabbing, assault, motor-vehicle crash, car-pedestrian collision.
 - "Priority 2"- Non-scheduled emergency call that does not involve any potential airway, breathing, or circulatory compromise.
 - "Priority 3"- Scheduled and routine non-emergency transfers.
- l. Notify the Police Department of the City immediately upon observance of any unusual circumstances in conducting an ambulance run either emergency or non-emergency.
- m. Receive and respond accordingly to the City dispatchers directly from the emergency number system or to citizens referred by the City directly in the manner required by this Agreement.
- n. ACADIAN may utilize mutual aid with other ALS providers in order to meet the Response Time requirements contained in this section.
- o. Keep in force and maintain throughout the duration of this Agreement policies of insurance to protect ACADIAN and the City by insurance carriers licensed to transact business in Texas, in the following forms: 1) comprehensive/commercial general liability in an amount of not less than One Million Dollars per occurrence, 2) automobile liability insurance in the amount of not less than Five Hundred Thousand Dollars combined single limit per occurrence, and 3) workers compensation insurance at the statutory rates. ACADIAN shall furnish the City upon request with certificates of insurance establishing the existence of such policies and shall not change or amend such policies without 10 day written notice to the City, and such policies of insurance and certificates shall reflect such 10- day notice requirements on the face thereof.

- p. ACADIAN shall be allowed to use the City's Fire Station 1 located at 1717 N. Hwy. 175 and Fire Station 2 located at 1189 E. Simonds Rd to house its operation. Occupancy is at the risk of ACADIAN, and City makes no representations or warranties as to the condition or suitability of the premises and ACADIAN waives any liability which may arise as a result of such occupancy;
 - q. Causes its operations to be conducted in a professional and workman like manner.
 - r. Be bound by all the responsibilities and duties imposed upon it by this Agreement.
4. The City agrees to:
- a. That ACADIAN shall be the sole provider of emergency mobile medical services of ground ambulance service within the jurisdictional city limits and service area of the City.
 - b. Call ACADIAN directly when a call is received for emergency ambulance services through the City's E-911 emergency service number system and to give non-emergency callers ACADIAN's direct telephone number provided to the City for such purposes by ACADIAN.
 - c. Dispatch emergency and non-emergency ambulance service calls exclusively to ACADIAN during the term of this Agreement.
 - d. Provide liaison by the City Manager or the City Manager's representative between the City, the Emergency Medical Service Advisory Board and ACADIAN.
 - e. Abide by and perform all the responsibilities and duties imposed upon it by this Agreement.
 - f. Provide first responders on EMS calls when possible.

H. TERMINATION

Unless otherwise terminated as herein provided, this Agreement shall remain in effect until its stated expiration date or any extension thereof. Either party shall be free to terminate this Agreement by providing ninety (90) days written notice to the other party.

The City reserves the right to terminate the Agreement immediately in the event ACADIAN has failed to perform a material term or provision of the Agreement or is in material breach of this Agreement if such failure or breach directly affects the MICU, ALS or BLS services delivered under this Agreement, after notice and reasonable opportunity to cure under the circumstances; fails to meet the Response Time requirements of this Agreement on more than eight percent of its calls; or fails to have in

full force and effect a Medical Control Agreement or equivalent as required by ACADIAN for unreasonable period of time.

The City further reserves the right to cancel this Agreement as soon as reasonably practical, or 30 days written notice in the event of a failure of the City Council to appropriate sufficient funds for the next ending fiscal year to enable the City to comply with and fulfill its obligations hereunder; or, the filing of bankruptcy insolvency proceedings of receivership by ACADIAN or committing acts evidencing insolvency or giving rise to a conclusion that ACADIAN is unable to fulfill its obligations hereunder.

ACADIAN shall be entitled to terminate the Agreement immediately in the event that the City fails to make any payment under this Agreement within ten days after ACADIAN shall have given notice to the City of such failure of payment, provided, that the City shall be entitled to such notice as a condition of termination on no more than two occasions within any twelve month period and on the third or any subsequent failure of payment within a twelve month period ACADIAN shall be entitled to terminate without notice, or in the event the City breaches any other provision of this Agreement and fails to remedy such breach within 30 days after ACADIAN shall have given notice to the City of such breach.

I. MISCELLANEOUS PROVISIONS

1. This agreement is performable in the City of Seagoville, Texas.
2. This agreement constitutes the sole and entire agreement of the parties and no prior or contemporaneous written or oral agreements shall modify any term or provision hereof. No amendment of any provision hereof shall be effective unless and until executed in writing by the parties hereto.
3. Amendments hereto on behalf of the City shall not be effective unless and until such amendments has been approved by appropriate action of its City Council and accepted by ACADIAN in writing.
4. This agreement shall be construed under the laws of the State of Texas and venue of any cause of action with regard hereto shall be in Dallas County, Texas.
5. No public office shall have any interest in this Agreement.
6. ACADIAN shall not accept or offer gifts or anything of value, nor enter into any business arrangement, with any employee, official, or agent of the City during the term of this Agreement.
7. All information disclosed by ACADIAN for the purpose of this Agreement or the services to be performed hereunder, to the extent such information is proprietary and its dissemination would give unfair advantage to competitors, shall be held strictly confidential to the extent permitted by law.
8. The parties shall have the right to enforce performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of such party in

the event of breach or default hereof, and successful party shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees and court costs.

9. All notices to be given under this Agreement shall be delivered by certified mail, returned receipt requested, or by hand-delivery to:

Acadian Ambulance Service
of Texas, LLC
Attn: Chief Financial Officer
PO Box 98000
Lafayette, LA 70509-8000

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

10. Force Majeure. The performance by Acadian Provider shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement an Event of Force Majeure shall be defined as an event such that performance is rendered unsafe or prevented by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, labor, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted.
11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
12. **Access to Records.** As an independent contact, ACADIAN shall, in accordance with 42 U.S.C. §1395 x(v)(1)(I) [Social Security Act §1861 (v)(1)(I)] and 42 C.F.R., Part 420, Subpart D, § 420.300, et. Seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable Services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and the ACADIAN's books, documents and records (as such terms are defined in 42 C.F.R. §420.301) necessary to verify the nature and extent of costs of Medicare reimbursable Services provided under this Agreement. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by ACADIAN under this Agreement are carried out by the means of subcontract with an organization related to ACADIAN, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve (12) month period, then the subcontract between ACADIAN and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by ACADIAN or City by virtue of this Agreement.

13. **No waiver of sovereign immunity.** The City reserves the right to claim all immunities granted to the state and its political subdivisions by the Constitution, common law and the legislature.
14. **5.4 Independent Contractors.** This Agreement may not be interpreted or construed to create an association, joint venture, joint enterprise, or partnership between the parties or to propose any partnership obligation or liability upon either party. Neither party has any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party. The parties to this Agreement are, and shall be considered for all purposes, independent contractors.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF SEAGOVILLE

**ACADIAN AMBULANCE SERVICE
Of TEXAS, LLC**

By _____

By _____

Patrick Stallings
City Manager

J. Troy Mayer
Regional Vice President

Regular Session Agenda Item: 13

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Receive a presentation from Halff Associates on water master plan.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

EXHIBITS:

N/A

Regular Session Agenda Item: 14

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas approving and ratifying the City Manger's execution of a contract change order for the purchase and installation of two 12" offset bends for the Ard Road Pump Station Upgrades Contract 1, in an amount not to exceed Six Thousand Two Hundred Eighty Dollars and Zero Cents (\$6,280.00); and providing an effective date.

BACKGROUND OF ISSUE:

The Ard road pump station upgrades contract 1 had a difference in drawing vs actual elevations of the underground pipe, to correct the differences two additional 12" offset bends were purchased and installed.

This recommendation has been reviewed and approved by Halff Associates, Inc., our consulting engineer for this project.

FINANCIAL IMPACT:

FY2020 Water and Sewer Fund. The City has sufficient funding available in this account to fund this change order.

RECOMMENDATION:

Staff recommends accepting the change order.

EXHIBITS:

Resolution
Attachment "A" – RT&E Rural Water change order

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE CITY MANAGER'S EXECUTION OF A CONTRACT CHANGE ORDER FOR THE PURCHASE AND INSTALLATION OF TWO 12" OFFSET BENDS FOR THE ARD ROAD PUMP STATION UPGRADES CONTRACT 1 IN AN AMOUNT NOT TO EXCEED SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$6,280.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about January 27, 2020, by Resolution No. 05-R-2020, the City Council accepted the bid of \$160,946.62 submitted by RT&E Rural Water for the construction of the Ard Road Pump Station Upgrades Contract 1; and

WHEREAS, RT&E Rural Water has submitted a Contract Change Order, which is attached hereto, in the amount of \$6,280.00 for the purchase and installation of two 12" offset bends; and

WHEREAS, the City Engineers ("Half") have recommended approval of the Contract Change Order stating the proposed increase for the purchase and installation of two 12" offset bends; and

WHEREAS, based on the recommendation of the City Engineer, staff approved the Contract Change Order; and

WHEREAS, the City Council has determined approving and ratifying the City Manager's execution of the Contract Change Order is in the best interest of the City.

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

Section 1. The City Council hereby approves and ratifies the City Manager's execution of the Contract Change Order for the Ard Road Pump Station Upgrades Contract 1 - the purchase and installation of two 12" offset for the purpose provided herein in an amount not to exceed Six Thousand Two Hundred Eighty Dollars and Zero cents (\$6,280.00), a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of the 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.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 14th day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Form A.7.

CHANGE ORDER

Project: Ard Rd. Pump Station Upgrades
 Contract For: City of Seagoville
 OWNER: Chris Ryan
 Address: 702 N. Hwy. 175 Seagoville, TX 75159
 CONTRACTOR: RT+E Rural Water, Robert Kotler
 Engineer: Halff Assoc.

No. 1
 Date of Issuance: Nov. 22, 2019
 Contract No. 1
 Engineer's Project No. 35440.001

You are directed to make the following changes in the Contract Documents. Each Change Order shall be specific and final as to prices with no reservation or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order.

Description: 12" offset bins to connect 18" to ground storage tanks and connect both 12" lines to ground storage tanks
 Purpose of Change Order: _____

Attachments: _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>160,926.62</u>	Original Contract Time: <u>90 days</u> (Days or Date Range)
Net price change from previous Change Order(s)	Net change from previous Change Orders:
Extras to date \$ <u>6,280.00</u> Credits to date \$ _____ Net \$ <u>167,206.62</u>	(Days) <u>0</u> <u>TL</u>
Contract Price prior to this Change Order: \$ <u>160,926.62</u>	Contract Time prior to this Change Order: <u>90 days</u> (Days or Date Range) <u>1</u>
Net Increase (Decrease) of this Change Order: \$ <u>6,280.00</u>	Net Increase (Decrease) of this Change Order: (Days) <u>0</u> <u>TL</u>
Contract Price with all approved Change Orders: \$ <u>167,206.62</u> Cumulative Contract Increase (Decrease) _____ %	Contract Time with all approved Change Orders: <u>90</u> <u>TL</u> (Days or Date Range)
Original Funds Available For Change Orders: \$ _____ Remaining Funds Available For Change Orders: \$ _____ Additional Funding, if Necessary: \$ _____	

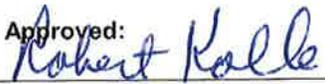
Signature of the CONTRACTOR indicates that he/she has read this Change Order from and any referenced attachments and that he/she is in agreement herewith, including any adjustment in the Contract Price or Contract Time.

Recommended:

 (Engineer)
 Date: 8/11/2020

Approved:

 (OWNER)
 Date: _____

Approved:

 (CONTRACTOR)
 Date: _____

Regular Session Agenda Item: 15

Meeting Date: September 14, 2020

ITEM DESCRIPTION

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Cubley Drive, in its entirety, in an amount not to exceed One Hundred Thirty-One Thousand One Hundred Eighty-Two Dollars and No Cents (\$131,182.00) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

On November 18, 2019 the City of Seagoville awarded a Unity Price Contract for Asphalt Repair to Anderson Asphalt & Concrete Paving. The Contract is for the repair of Cubley Drive, in its entirety. A new asphalt street will be laid providing our citizens a safe way to travel on.

FINANCIAL IMPACT:

\$131,182.00

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS

Resolution (2 Pages)

Exhibit A

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING ANDERSON ASPHALT & CONCRETE PAVING TO PERFORM REPAIR WORK ON CUBLEY DRIVE, IN ITS ENTIRETY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS AND NO CENTS (\$131,182.00) AS SET FORTH IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$131,182.00 for the repair of Cubley Drive, in its entirety, a copy of which is attached as Exhibit A; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimate and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize Anderson Asphalt & Concrete Paving to repair Cubley Drive as set forth in Exhibit A;

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

SECTION 1. The City Council hereby authorizes Anderson Asphalt & Concrete Paving to perform the work on Cubley Drive, in its entirety, in an amount not to Exceed One Hundred Thirty-One Thousand One Hundred Eighty-Two Dollars and no cents (\$131,182.00), as set forth in Exhibit A, attached hereto and incorporated herein; and, the City Manager is authorized to execute any documents necessary for the work to be performed.

SECTION 2. This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 14th day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(/cdb 08.28.2020)

EXHIBIT "A"

Anderson Asphalt & Concrete Paving		City of Seagoville Maintenance Contract			
August 14, 2020		<i>Cubley</i> Cumbley Road			
	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1	Mobilization	1	LS	5,000.00	5,000.00
2	Cement treated base (6" Thick) using 30LB/SY	26,460	SF	1.20	31,752.00
3	PRIME COAT	26,460	SF	0.15	3,969.00
4	Hot Mix Asphalt Pavement (2.5" Thick), Type B	25,200	SF	1.80	45,360.00
5	Hot Mix Asphalt Pavement (1.5" Thick), Type D	25,200	SF	1.35	34,020.00
6	Backfill Pavement Edges	2,520	LF	2.80	7,056.00
7	Traffic Control (BASED ON ROAD CLOSURE TO THRU TRAFFIC)	15	DAYS	215.00	3,225.00
8	Manhole Adjustment	1	EA	800.00	800.00
			TOTAL		131,182.00

Signature of Approval

Ladis Barr

Date

Regular Session Agenda Item: 16

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a defined scope of services basis ("Agreement") with Halff Associates, Inc. for the Haven Hills Drainage Improvements Phase 2, which is attached hereto as Exhibit "A", in an amount not to exceed \$32,000.00; authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

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

The intersection of Woodhaven Drive and May Road has an existing downstream storm drain which causes flooding in portions of the Haven Hills Subdivision.

City staff completed a FY2020 Dallas County CDBG CARES Act/Activity Application for funding of the construction to correct this drainage.

Prior to any construction, the design and engineering for the drainage improvements at the intersection of Woodhaven and May Road needs to be completed. The reconstruction will adjust grades along the same lines to replace the existing valley gutter and flumes with an underground storm drain, remove the existing downstream storm drain and convert into an open ditch, and provide for new concrete for driveways and Woodhaven Drive street pavement to meet the needed adjustments for drainage, and erosion control.

Community Development Director Ladis Barr received an agreement for Professional Engineering Services on a defined scope of services basis for the survey work prior to the design, preliminary engineering, creation of construction documents, and bidding services as set forth in Exhibit "A" of the attached resolution. Construction inspection services are discussed in the agreement with a price to be determined after completion of the preliminary engineering phase and the full project scope is known. The plan of work at that time (mid-July) called for the survey work and preliminary engineering to begin in August 2020; construction plans to begin to be formalized in September 2020 with bidding to occur in November 2020.

The City of Seagoville could not award or execute any contract for construction prior to October 1, 2020, for the Woodhaven Drainage Project, if the project was selected for funding by the FY2020 CARES Act Funding. Construction on selected projects will need to be completed by late spring 2021.

On Tuesday, August 4, the Dallas County Commissioners Court unanimously agreed on which applications their share of the CDBG CARES Act Funding would pay for with Court Order 2020-0794. Seagoville's application was included on the approved list of projects.

FINANCIAL IMPACT:

The survey and design phases of this project will be \$32,000.00.

RECOMMENDATION:

Staff recommends approving the resolution with the attached agreement for Professional Engineering Services from Half Associates, Inc.

EXHIBIT:

1. Resolution (13 pages)

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___ - R - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE HAVEN HILLS DRAINAGE IMPROVEMENTS PHASE 2, WHICH IS ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$32,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the intersection of Woodhaven Drive and May Road has an existing downstream storm drain which causes flooding in portions of the Haven Hills Subdivision; and

WHEREAS, an application was recently approved for Dallas County CDBG Cares Act/Activity funding for the purpose of funding the construction to correct this drainage; and

WHEREAS, prior to any construction, it is necessary to obtain engineering for the drainage improvements at the intersection of Woodhaven and May Road to include reconstruction with adjusted grades along the same lines to replace the existing valley gutter and flumes with an underground storm drain, removing the existing downstream storm drain and converting into an open ditch, providing for new concrete paving for driveway/cross street adjustments, drainage, and erosion control (hereinafter, collectively the "Project"); and

WHEREAS, Engineer has provided a proposal for professional engineering services for a defined scope of services for the Project as set forth in Exhibit "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 the Professional Services Agreement with Halff Associates, Inc. for engineering services for the Project, which is attached hereto as Exhibit "A", in an amount not to exceed Thirty Two Thousand Dollars and no cents (\$32,000.00), 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 the agreement for Professional Engineering Services on a defined scope of services basis with Halff Associates, Inc. for engineering services

for the Haven Hills Drainage Improvements Phase 2, which is attached hereto as Exhibit "A", in an amount not to exceed Thirty Two Thousand Dollars and no cents (\$32,000.00), and hereby authorizes the City Manager to execute said Agreement.

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

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 14th day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

(/cdb 07/28/2020)

EXHIBIT "A"

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

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

WITNESSETH:

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

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

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a Home Rule City. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

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

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIX. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

HALFF ASSOCIATES, INC.

By: Todd A Woodson
Signature
Todd A. Woodson

Printed Name
Vice President

Title
July 14, 2020

Date

CLIENT: CITY OF SEAGOVILLE, TEXAS

By: _____
Signature

Printed Name

Title

Date

EXHIBIT "A"
SCOPE OF SERVICES

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.
HAVEN HILLS DRAINAGE IMPROVEMENTS PHASE 2
(WOODHAVEN DRIVE AT MAY ROAD)**

I. PROJECT DESCRIPTIONS

Haven Hills Drainage Improvements Phase 2 (Woodhaven Drive May Roads)

The project involves drainage improvements at Woodhaven Drive intersection with May Road within the Haven Hills subdivision. The intersection of Woodhaven Drive and May Road will be reconstructed with adjusted grades along the same lines to replace the existing valley gutter and flumes with an underground storm drain; the existing downstream storm drain will be removed and converted into an open ditch. The project also includes new concrete paving for driveway/cross street adjustments, drainage, and erosion control.

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

II. TASK SUMMARY

Task 1 – Survey

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

Task 2 – Preliminary Engineering

- Preliminary Evaluation: Review project with City and verify that feasibility of downstream culvert removal and replacement with open ditch. Determine limits of pavement removal and drainage improvements at Woodhaven and May Road.
- Preliminary Construction Plans: Prepare conceptual construction plans including a 1"=40' scale drawings (22 inch x 34 inch, reproducible to half-size) including ditch grading limits with typical ditch sections, limits of paving replacement, drainage area map, and analysis of existing storm drain culverts and trunk lines; submit PDF plans for franchise utility companies.
- Contact franchise utility companies and obtain record drawing information (SUE Quality Level D); Provide recommendations for remediation of Franchise Utility conflicts. **Franchise utility relocation plans and permitting to be provided by the respective utility. Design of Franchise Utility recollection plans, and associated permitting, is excluded.**
- Engineer's Opinion of Probable Construction Cost

Task 3 – Construction Plans

- Final Construction Plans: Address the City's comments from the Preliminary Construction Plans Submittal; prepare Pre-final construction plans including cover sheet, general notes, quantity sheets, typical sections, removal plans, a combined paving plan/profiles and grading plans, drainage area map, runoff computations, storm drain plan/profiles for new storm drain mains and laterals (as necessary), erosion control plans, standard details.
- **Preparation of site-specific traffic control plans will be the responsibility of the contractor.**
- Prepare Construction Contract Documents and Specifications for review.
- Final Engineer's Opinion of Probable Construction Cost
- Page turn review with City Staff of Final Draft construction plans and contract documents, address final comments prior to issuing the project for bidding.

Task 4 – Bidding Services

- Pre-Bid: Prepare Bid Advertisement and prepare project bid site on CivCast; coordination with the City during project bidding; prepare pre-bid meeting agenda and minutes; review questions from Bidders and prepare addenda. Addenda will be provided in an electronic format for distribution to the registered Bidders.
- Post-Bid: Prepare bid tabulations; review Bidders qualifications; prepare letter of recommendation to the City Council; prepare Conformed Document set incorporating addenda issued during the bidding process; review pre-construction meeting agenda.

Task 5 – Construction Services

- Construction services are specifically excluded from this scope of work. A scope of work and fee estimate can be provided to the City after completion of the preliminary engineering phase and the full project scope is known.

III. ADDITIONAL SERVICES

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

- Changes to plans due to City design criteria changes after the 70% plan review and notice to proceed on the 90% plans.
- Submittal, Review, Platting, and Permitting Fees or other Fees associated with adjacent commercial and/or residential development.
- Field survey; except as described in the scope of services.
- Boundary and/or easement resolution.
- Franchise utility infrastructure design.
- Legal Descriptions for vacation of utility easements and/or ROW.
- Right-of-Way appraisal and acquisition services.
- Construction Inspection and Resident Engineering services.
- Construction Material Testing services.
- CLOMR/LOMR studies and/or applications and field survey for as-built verification.
- Individual Section 404 Permitting and site specific mitigation plans.
- Preparation of Construction related SWPPP, NOI, NOT, etc.
- Construction layout staking.
- Hazardous material site assessment.
- Development of signal timing plans for the intersections.
- Full-Time Construction Inspection.
- Items not specifically included in the Scope of Services.

IV. DELIVERABLES

Deliverables are for each project part.

Task	Deliverables
Task 1 – Survey	<ul style="list-style-type: none">• None
Task 2 – Preliminary Engineering	<ul style="list-style-type: none">• One (1) Set of 22" x 34" Preliminary Construction Plans• Two (2) Sets of 11" x 17" Preliminary Construction Plans• PDF copies of all deliverables
Task 3 –Construction Plans	<ul style="list-style-type: none">• One (1) Set of 22" x 34" Pre-final Construction Plans• Two (2) Sets of 11" x 17" Pre-final Construction Plans• One (1) of 22" x 34" Construction Plans issued for Bid• Two (2) Sets of 11" x 17" Construction Plans issued for Bid• Three (3) Sets of Construction Contract Documents and Specifications issued for Bid• PDF copies of all deliverables
Task 4 – Bidding Services	<ul style="list-style-type: none">• Four (4) Sets of Construction Contract Documents and Specifications for execution after bidding.• Up to Six (6) 22" x 34" Conformed Construction plans to issue for construction after bidding• Up to Ten (10) 11" x 17" Conformed Construction plans to issue for construction after bidding
Task 5 – Construction Services	Excluded from Contract – Services to be determined during design.

COMPENSATION SCHEDULE

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.
HAVEN HILLS DRAINAGE IMPROVEMENTS PHASE 2
(WOODHAVEN DRIVE AT MAY ROAD)**

I. COMPENSATION SCHEDULE – HAVEN HILLS DRAINAGE IMPROVEMENTS PHASE 2

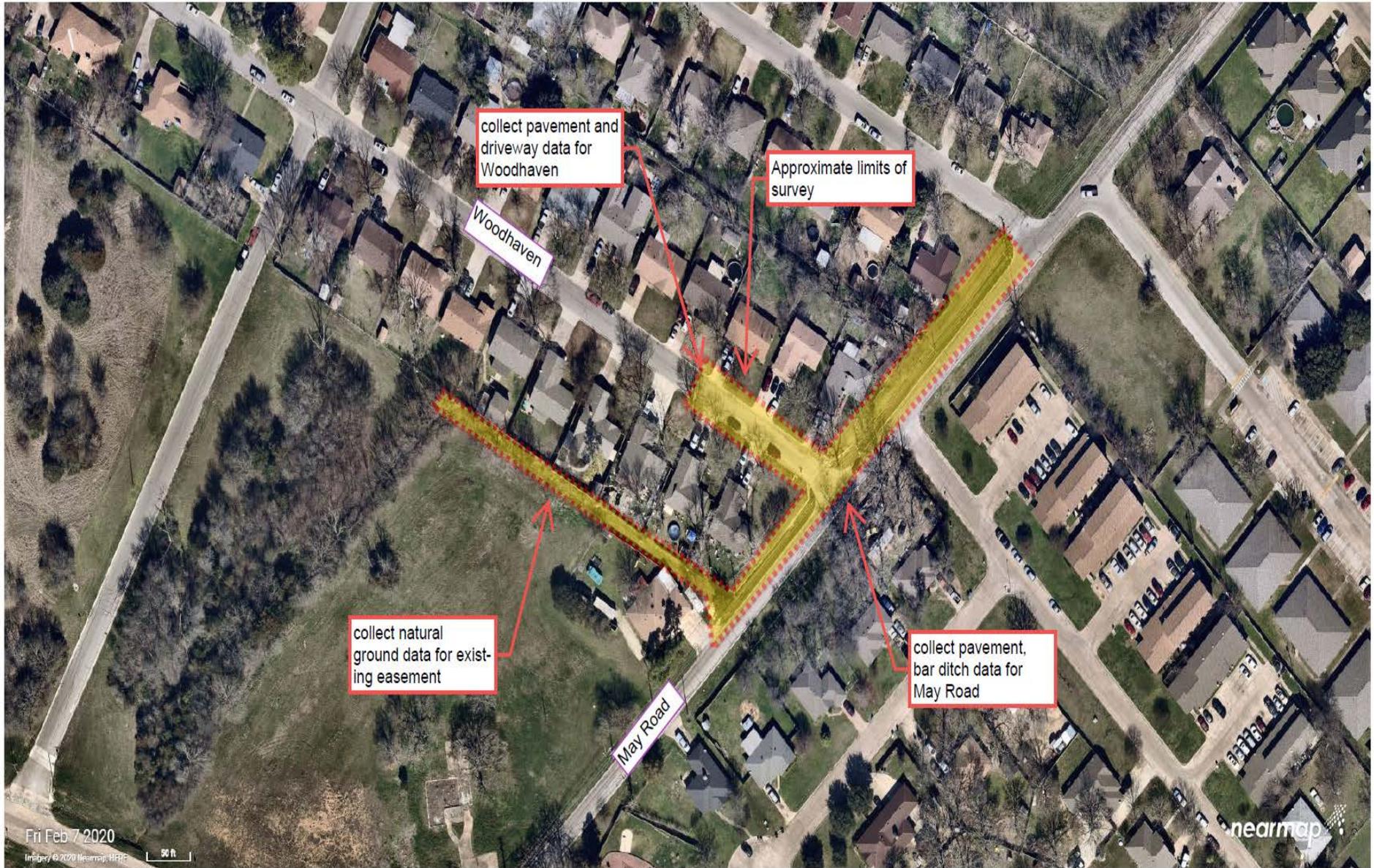
Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	August 2020	
Task 1 – Survey	August 2020	\$6,000
Task 2 – Preliminary Engineering	August 2020	\$6,000
Task 3 – Construction Plans	September 2020	\$14,000
Task 4 – Bidding Services	November 2020	\$6,000
Task 5 – Construction Services	February 2021	TBD
Total Compensation		\$32,000

II. COMPENSATION SUMMARY – HAVEN HILLS DRAINAGE IMPROVEMENTS PHASE 2

Basic & Special Engineering Services (Lump Sum)	Amount
Task 1 – Survey	\$6,000
Task 2 – Preliminary Engineering	\$6,000
Task 3 – Construction Plans	\$14,000
Task 4 – Bidding Services	\$6,000
Total Basic & Special Engineering Services:	\$32,000

Special Construction Services (Hourly Not-to-Exceed)	Amount
Task 5 – Construction Services	TBD
Total Special Construction Services:	TBD

Attachment #1 - Approximate Survey Limits



Regular Session Agenda Item: 17

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement with Kaufman County, Texas, relating to the Subdivision Platting, Option 1 which is attached hereto as Exhibit "A"; authorizing its execution by the City Manager; and providing an effective date.

BACKGROUND OF ISSUE:

Chapter 791 of the Texas Government Code provides authorization for local Governments to contract and enter into such agreements with each other for the performance of governmental functions and services.

H.B. 1445 requires the City of Seagoville and Kaufman County to enter into a written agreement that identifies the Governmental entity authorized to regulate subdivision plans and to approve related permits in the Extraterritorial Jurisdiction ("ETJ") of the City of Seagoville.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 Pages)

Interlocal Cooperation Agreement (6 Pages)

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __ -R-2020

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT WITH KAUFMAN COUNTY, TEXAS, RELATING TO THE SUBDIVISION PLATting, OPTION 1 WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE provides authorization for local governments to contract and enter into such Agreements with each other for the performance of governmental functions and services; and

WHEREAS, H.B. 1445 requires the City of Seagoville and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction ("ETJ") of the City of Seagoville; and

WHEREAS, the subdivision rules and regulations currently enacted by the City of Seagoville and extended to the ETJ are hereby established as the set of regulations to be enforced by the City of Seagoville within the ETJ; and

WHEREAS, the City of Seagoville will provide Kaufman County with copies of all amendments to the City's subdivision rules and regulations proposed after the Effective Date of this Agreement which both parties have approved and fully executed the same; and

WHEREAS, after review and consideration of the Agreement, the City Council for the City of Seagoville, Texas finds that the terms and conditions thereof are found to be acceptable and to be in the best interest of the City and its citizens, and authorizes the City Manager to execute the same;

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

Section 1. The City Council hereby approves the terms and conditions of the Agreement, which is attached hereto as Exhibit "A" and the attachments thereto, and hereby authorizes the City Manager to execute said Agreement.

Section 2. 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 14th day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Exhibit "A"

COURT ORDER NO. _____

INTERLOCAL COOPERATION AGREEMENT
ETJ AUTHORITY – LAND USE REGULATIONS

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF _____, TEXAS** ("City"), a political subdivision of the State of Texas and **KAUFMAN COUNTY, TEXAS** ("Kaufman County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, the City and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction ("ETJ") of _____; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that *City be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in City's ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, both the City and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 on _____, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

NOW THEREFORE, the City and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. *Term of Agreement and Certification*

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both City and Kaufman County until September 30th, 2021. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days' notice.

COURT ORDER NO. _____

(b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *City's Jurisdiction.* City is granted exclusive jurisdiction to regulate all subdivision platting in City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.

Kaufman County shall not exercise any of the above functions within City's ETJ. City specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.

3. *Kaufman County's Responsibilities.* Notwithstanding the grant of exclusive jurisdiction by Kaufman County to City above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:

(a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.

(b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations.

(c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.

(d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.

(e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations.

(f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting, pursuant to the Kaufman County Subdivision and Land Development Regulations.

(g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

4. *ETJ Defined.* For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County

in any dispute with any other person or municipality regarding the boundaries of City's ETJ.

5. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by City. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).

6. *Notice of Plat Submittals and Approvals.*
 - (a) City shall notify Kaufman County of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.

 - (b) City shall notify Kaufman County of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of City's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.

 - (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by City unless otherwise agreed in writing by both City and Kaufman County.

8. *County Roads*

- (a) City shall only plat private roads and/or access easements and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within City's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.
- (b) In order to be considered by Kaufman County for acceptance as a county road within City's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds City's most stringent road specifications as specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds City's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official has the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

9. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.

10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.

11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City within the ETJ. City will provide Kaufman County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that City's Council updates a standard or standards, both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ.

12. *Miscellaneous Provisions.*

- (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.
- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

COURT ORDER NO. _____

- (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing within Kaufman County, Texas.
- (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

CITY OF _____ :

City of _____, Texas
Attn: City Manager

With copies to: Development Services Department
City of _____, Texas

City Attorney's Office
Attn: _____

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
100 West Mulberry Street
Kaufman, Texas 75142

With copies to: Development Services Department
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

COURT ORDER NO. _____

District Attorney's Office – Civil Division
Attn: Civil Chief
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

PASSED AND APPROVED BY THE _____ CITY COUNCIL on this the _____ day
of _____, 2020.

CITY OF _____, TEXAS

_____, Mayor

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2020.

KAUFMAN COUNTY, TEXAS

Hal Richards, County Judge

ATTEST:

Laura Hughes, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Regular Session Agenda Item: 18

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider casting votes for Places One through Four for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

BACKGROUND OF ISSUE:

Staff was contacted by Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees to cast a vote for Places one through four (1-4) for the Board of Trustees. Each Member of the Pool is entitled to vote for Board of Trustee Members. Council is asked to vote for one candidate for one place.

For your convenience a ballot with each place and candidate information has been provided.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Official Ballot
Letter from Jeffrey Snyder, Place 3

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2020. Ballots received after September 30, 2020, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to:**

**Trustee Election
David Reagan, Secretary of the Board
P.O. Box 149194
Austin, Texas 78714-9194**

If the ballot is not signed, it will not be counted.

PLACE 1

- Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City, and Woodway. Mr. Herrera has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board. He also served as Chair of the Finance-Information Technology Committee and the Underwriting-Claims Committee of the TML Intergovernmental Risk Pool.

WRITE IN CANDIDATE:

PLACE 2

- Chris Armacost.** City Commissioner for the City of Hitchcock (Region 14). Mr. Armacost is Director of Technology, Transportation, Facilities, and Operations for the Hitchcock Independent School District. He serves on the Hitchcock Education Foundation and Hitchcock Chamber of Commerce. He is the president of the Hitchcock Little League Baseball Association and coached several teams. Mr. Armacort has been awarded the Hitchcock Chamber President Award and the Above and Beyond Citizen Award from the Hitchcock ISD. He has obtained a Certified Municipal Official certification from TML.

- John W. (Buzz) Fullen (Incumbent).** Mayor of the City of Henderson since 2019 and from 2004 to 2012 (Region 15). Mr. Fullen also served as a Commissioner of the Henderson Housing Authority from 2011 to 2019 and is now ex-officio on same. He currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018-2020) and Vice Chair (2016-2018).

WRITE IN CANDIDATE:

PLACE 3

- George Hyde.** City Attorney for the City of Wauuga (Region 8). Mr. Hyde is a partner in the law firm Russell Rodriguez Hyde Bullock, LLP, located in Georgetown. He is a member of and holds Merit Certification in Municipal Law from the Texas City Attorneys Association. He has served as City Attorney for ten other cities across Texas, since 2003. He has also served local governments in various public safety positions within Fire Departments, Parks Departments, and Police Departments. During his tenure as a peace officer, Mr. Hyde received the Texas Commission on Law Enforcement Educational Achievement Award for exceeding normal expectations in job performance.

- Roy E. Maynor.** City Alderman, Position 3, for the City of West Columbia (Region 14). He has been an elected official of West Columbia since 2013. Mr. Maynor is a Life Safety Systems Specialist for Vallen Safety Services and a member of Gulf Coast Christian Church. He is also part-owner of Grit Fitness in West Columbia. He and his wife, Rachel, have two children.

- Jeffrey Snyder** (Incumbent). City Manager for the City of Plainview (Region 2). He previously served as the Assistant City Manager for Plainview and as the City Manager for Idalou. Mr. Snyder graduated from West Texas A&M University and obtained a Master of Public Administration from Texas Tech University. He is a member of the International City Management Association (ICMA) and TCMA. He is a graduate of the Public Executive Institute through the University of Texas and is a credentialed manager through ICMA. He has been a Board member of the TML Intergovernmental Risk Pool since 2018 and served on various committees with TML, TCMA and ICMA and as past president of the Panhandle City Management Association.

WRITE IN CANDIDATE:

PLACE 4

- Robert S. Hauck** (Incumbent). City Manager for the City of Tomball (Region 14), a position he has held since April 2018. He began his full-time career in public service with the Los Angeles Police Department in 1988. In 2008, Mr. Hauck retired from the LAPD and joined the City of Tomball, where he has served as Chief of Police, Assistant City Manager, and now City Manager. Mr. Hauck holds a Bachelor of Arts degree in Business Administration, and a Master of Science degree in Management. He has been a Board member of the TML Intergovernmental Risk Pool since 2019. Mr. Hauck and his wife Kathleen have three children – Lauren, Conner, and Madeline.

- Dave Martin**. City Councilmember and current Mayor Pro Tem for the City of Houston (Region 14). Mr. Martin serves as Chair of the City Council Budget and Fiscal Affairs Committee. He previously served on the Humble ISD Board of Trustees and as Secretary/Treasurer of the Board of Directors for the Harris County Houston Sports Authority. Mr. Martin is a Managing Director of Marsh & McLennan Companies, Inc., the largest Global Risk Management firm. Previously he worked for two “Big Four” accounting firms, PricewaterhouseCoopers, LLP and Ernst & Young, LLP.

- Kimberly Meisner**. Executive Director for General Operations for Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, Public Information, the Senior Services Advisory Committee, and the Kerrville Area Youth Leadership Academy. Ms. Meisner has over 23 years of public service, which includes serving Kerrville and La Porte. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), and is a former President of the Bay Area Human Resource Management Association. She has a Master’s degree in Public Administration and is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.

- Sean Overeynder**. City Manager for the City of Lamesa, Texas (Region 3). Sean Overeynder began his career in local government administration in August 2014 in Economic Development, working for various public and private organizations. He has held the position of City Manager for the City of Lamesa since March 2020. Prior to becoming the City Manager, he was appointed as the Economic Development Director for the City of Lamesa on August 27, 2018.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2020.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity



PLAINVIEW, TX
explore the opportunities

August 21, 2020

Patrick Stallings, City Manager
City of Seagoville
702 N Hwy 175
Seagoville, TX 75159-1799

RE: Jeffrey Snyder, Place 3
TML Intergovernmental Risk Pool Board of Trustee Election

Dear Patrick Stallings:

You have recently received your Official Ballot to elect Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool (IRP). I am running for re-election for Place 3 and I would sincerely appreciate your vote and support.

For over 40 years, the mission of the TMLIRP has been to provide Texas cities and other units of local government with a stable source of risk financing and loss prevention services at the lowest cost consistent with sound business practices. Today, the Pool provides coverage for over 96% of Texas's local governments (almost 2,800 members); over 165,000 public servants; and over \$25.0 billion in governmental property. In addition, the TMLIRP provides their members with Loss Prevention Training Programs at no additional cost throughout all regions of the State.

The financial position of the Pool remains strong, with Members' Equity projected to end the fiscal year at \$382 million. As a result, the Pool authorized a \$5.5 million equity return to the membership with over \$4.0 million in the form of a "Partnership Equity Return" providing immediate support for the Pool's members during these challenging times and earmarked \$1.5 million for a Cyber Defense and Resiliency Grant Program for members.

The City Council of Plainview and the TMLIRP Board have nominated me for your consideration for Place 3 on the Board of Trustees. It has been an honor to represent you and I look forward to continue serving you – the cities and other local governments of Texas in this office. I would appreciate your vote and continuing support. Thank you.

Truly,

Jeffrey Snyder
City Manager

Regular Session Agenda Item: 19

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Discuss and consider approving a gathering of 10 or more people for the upcoming Movie in The Park Events to be held on Saturday, September 24, 2020 and Saturday, October 24, 2020.

BACKGROUND OF ISSUE:

On July 2, 2020 the Governor of the State of Texas issued a Proclamation amending Executive Order GA-28 by providing that for any outdoor gathering in excess of 10 people. The gathering is prohibited unless the Mayor of the City in which the gathering is held approves the gathering, and such approval can be made subject to certain conditions or restrictions not consistent with Executive Order GA-28.

The approval for the gathering will be for the Movie in The Park Events which will be held on Saturday, September 24, 2020 and Saturday, October 24, 2020. In-N-Out Burger will be at both events providing 250 free meals, and will be following all health protocols necessary. On September 24, 2020 the movie that will be showed is titled "A Dog's Journey". On October 24, 2020 the movie that will be showed is titled "The Secret Life of Pets 2".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Executive Order (2 Pages)

**EXECUTIVE ORDER OF
CITY OF SEAGOVILLE MAYOR DENNIS K. CHILDRESS**

DATE September , 2020

WHEREAS, on March 13, 2020, the Governor of the State of Texas issued a disaster proclamation certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas and has subsequently renewed the disaster declaration for all Texas counties, continuing to the present; and

WHEREAS, on June 26, 2020, the Governor issued Executive Order GA-28 on relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas; and

WHEREAS, on July 2, 2020, the Governor issued a Proclamation amending Executive Order GA-28 by providing that for any outdoor gathering in excess of 10 people, other than those set forth in paragraph numbers 1, 2, or 4 of Executive Order GA-28, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with Executive Order GA-28; and

WHEREAS, during the September 14, 2020 meeting of the City Council of the City of Seagoville, the members of the City Council present unanimously provided their affirmative support for an order by the Mayor allowing the Movie in the Park Program, hosted by the City of Seagoville, to proceed on September 26, 2020 and October 24, 2020; and

WHEREAS, in view of the on-going evaluation of circumstances related to the virus and the updated recommendations of the Centers for Disease Control and the Texas Department of State Health Services as well as the July 2, 2020 Proclamation of the Governor, the Mayor finds that he has the authority to issue an order allowing a the City's Movie in the Park Program to proceed under stated terms and conditions and further finds that it is in the best interest of the citizens of the City of Seagoville to do so;

IT, IS THEREFORE, ORDERED:

1. The City's Movie in the Park Program is authorized to proceed at C. O. Bruce Park on September 26, 2020 and October 24, 2020, commencing on each of these dates at dusk and continuing for a period of four (4) hours;
2. All persons attending the City's Movie in the Park Program in any capacity (member of the public, employee, vendor, etc.) shall take all reasonable and possible steps to employ minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, shall wear facial coverings in accordance with State of Texas Governor's Executive Order GA-29, and shall maintain six feet of social distancing from those not in their household.

3. The City of Seagoville shall take all reasonable and possible measures to ensure that participants and all persons present at the City's Movie in the Park Program observe the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, wear facial coverings in compliance with State of Texas Governor's Executive Order GA-20, and maintain six feet of social distancing from those not in their household.
4. The number of vendors allowed to operate at the City's Movie in the Park Program shall be limited in accordance with the decision and at the discretion of the City's Health Official and vendors shall establish protocols to maintain six feet of social distancing between persons waiting in line for services.

SO ORDERED THIS THE _____ DAY OF SEPTEMBER, 2020.

**DENNIS K. CHILDRESS, MAYOR
CITY OF SEAGOVILLE, TEXAS**

ATTEST:

Kandi Jackson, City Secretary

Executive Session Agenda Item: 20

Meeting Date: September 14, 2020

ITEM DESCRIPTION:

Recess into Executive Session

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

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

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 21

Meeting Date: September 14, 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. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager
- B. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary
- C. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 22

Meeting Date: September 14, 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: 23

Meeting Date: September 14, 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