



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, SEPTEMBER 21, 2020**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

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

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

1. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2020 Rate Review Mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC’s legal counsel (City Manager)

REGULAR AGENDA-

2. Discuss and consider approval for placement of cornerstone on Fire Station #2 by Masonic Lodge (Mike Dupuis)

3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the Master Fee Schedule, as amended, by amending the section titled “Library”, including the subsections titled “Library Cards”, and “Miscellaneous”, as set forth on the attached Exhibit “A”; providing a savings clause, providing a severability clause; and providing an effective date (Finance Director)

4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending Ordinance No. 15-2020 to correct scrivener’s errors; providing a repealing clause; providing a severability clause; and providing an effective date (Finance Director)

5. 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 purpose of providing a Risk and Resilience Assessment (RRA) and an Emergency Response Plan (ERP); in an amount not to exceed Seventy Four Thousand Two Hundred Dollars and Zero Cents (\$74,200.00); authorizing the City Manager to sign; and providing an effective date (Water Utilities Director)

6. Discussion concerning existing fire lanes and new fire lanes in the City of Seagoville (Community Development Director)

7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 9 “Fire Prevention and Protection”, Article 9.03 “Fire Code”, by amending Section 9.03.003 “Amendments” to provide specific design and construction requirements for fire apparatus access roads; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense; providing for publication; and providing an effective date (Community Development Director)

8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement with Dallas County Health and Human Services; authorizing its execution by the City Manager; and providing an effective date (Director of Health and Code)

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

10. 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.

11. Recess into Executive Session

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

A. § 551.071. Consultation with City Attorney: receive legal advice to wit: potential Crestview sidewalk project

12. Reconvene Into Regular Session

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

A. § 551.071. Consultation with City Attorney: receive legal advice to wit: potential Crestview sidewalk project

Adjourn

Posted Thursday, September 17, 2020 by 5:00 P.M.



Kandi Jackson

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 5, 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**

Consent Session Agenda Item: 1

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2020 Rate Review Mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC’s legal counsel.

BACKGROUND OF ISSUE:

The City, along with 171 other Mid-Texas Cities Served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Steering Committee of Cities Served by Atmos (“Cities”). In 2007, the Cities and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution with Exhibits A-C

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Seagoville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B) and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the TEXAS UTILITIES CODE.

SECTION 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

SECTION 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

SECTION 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

SECTION 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, TEXAS GOVERNMENT CODE, Chapter 551.

SECTION 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

SECTION 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 21st DAY OF SEPTEMBER, 2020.

APPROVED:

DENNIS K CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(/cdb ~ 09/15/2020)

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020



**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Mid-Tex Direct Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449	
2	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	\$ 11,898,774
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.55%	79.55%	37.83%	11.67%	37.83%	
11							
12							
13	Total Pension Account Plan	\$ 1,191,410		\$ 1,777,056			\$ 2,968,466
14	Total Post-Employment Benefit Plan		\$ 1,272,412			\$ 1,446,647	2,719,060
15	Total Supplemental Executive Benefit Plan				\$ 32,754		32,754
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 1,446,647	\$ 5,720,280

17
18 **Notes:**

- 19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
- 20 2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the
- 21 benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods
- 22 includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
- 23 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

**ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
	Revenue Related Taxes on Annual			Amortization * Tax	
30	Amortization		\$ 799,924	Factor	
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	Amortization + Taxes	
32					
33	Notes:				
34	1. The annual amortization of a 26 year recovery period is based on the				
35	Reverse South Georgia Method.				
36	2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.				
37	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.				

Regular Session Agenda Item: 2

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Discuss and consider approval for placement of cornerstone on Fire Station #2 by Masonic Lodge.

BACKGROUND OF ISSUE:

Staff was informed the Masonic Lodge would like to place the cornerstone to Fire Station #2. Mike Dupuis will present on behalf of the Lodge.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 3

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the Master Fee Schedule, as amended, by amending the section titled “Library”, including the subsections titled “Library Cards”, and “Miscellaneous”, as set forth on the attached Exhibit “A”; providing a savings clause, providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

On September 10, 2018, the City Council adopted a Master Fee Resolution. The last overall review was during the FY 2020 budget development process. Each year during the budget process, these fees are reviewed and evaluated by staff.

During the FY 2021 budget development process, staff recommends that Council consider including fees for late charges for Videos and WiFi HotSpots of \$1 per day. And also include Miscellaneous charges to replace lost or damaged WiFi device of \$80.00 per item, lost or damaged WiFi device processing fee of \$20.00 per item, and replace lost or damaged video case of \$3.00 per item.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval

EXHIBITS:

Resolution
Master Fee Schedule

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE MASTER FEE SCHEDULE, AS AMENDED, BY AMENDING THE SECTION TITLED "LIBRARY", INCLUDING THE SUBSECTIONS TITLED "LIBRARY CARDS", AND "MISCELLANEOUS", AS SET FORTH ON THE ATTACHED EXHIBIT "A"; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has previously adopted a Master Fee Schedule to provide for general and special fees and charges to be assessed and collected by the City, as authorized by the Code of Ordinances and other applicable codes, ordinances, resolutions and laws; and

WHEREAS, the City Council has, from time to time, amended the Master Fee Schedule; and

WHEREAS, it is necessary that the Master Fee Schedule now be amended to provide amended fees related to the Library;

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

SECTION 1. That the section of the Master Fee Schedule, as amended, titled "Library", including the subsections titled "Library Cards", and "Miscellaneous" be and they are hereby amended to read as set forth in Exhibit "A," attached hereto and incorporated herein.

SECTION 2. In the event there is a conflict between the fees listed in the attached Exhibit "A", and any previous fees adopted by ordinance or resolution, the fees set forth in this Resolution shall supersede any previous fees adopted by ordinance or resolution.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution and the fees established herein shall take effect on the 1st day of October 2020, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 21st day of September 2020.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
GENERAL GOVERNMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
GENERAL GOVERNMENT ADMINISTRATION / ALL DEPARTMENTS				
PUBLIC INFORMATION CHARGES				
Copies, standard size	Per page	\$ 0.10	\$ -	\$ 0.10
Copies, non-standard size	Per page	\$ 0.50	\$ -	\$ 0.50
Disc (CD-RW or CD-R)	Each	\$ 1.00	\$ -	\$ 1.00
Digital video disc (DVD)	Each	\$ 3.00	\$ -	\$ 3.00
VHS video cassette	Each	\$ 2.50	\$ -	\$ 2.50
Audio cassette	Each	\$ 1.00	\$ -	\$ 1.00
Other electronic media	Each	Actual cost	\$ -	Actual cost
Personnel charge	Per hour	\$ 15.00	\$ -	\$ 15.00
Overhead charge	Based on personnel charge	20%	\$ -	20%
Miscellaneous supplies		Actual cost	\$ -	Actual cost
Postage and shipping		Actual cost	\$ -	Actual cost
Certification of true copies		\$ 2.50	\$ -	\$ 2.50
Attestation under Seal of Seagoville		\$ 2.50	\$ -	\$ 2.50
DOCUMENTS				
Charter		\$ -	\$ -	\$ -
Code of Ordinances	Available from Franklin Legal Publishing	\$ -	\$ -	\$ -
FINANCE CHARGES				
Returned Check		\$ 30.00	\$ -	\$ 30.00
Lien Administrative Fee		\$ 100.00	\$ -	\$ 100.00
Lien Per Annum		10%	\$ -	10%

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PUBLIC LIBRARY

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
PUBLIC LIBRARY				
LIBRARY CARDS				
Replacement card	Per card	\$ 1.00	\$ -	\$ 1.00
LATE CHARGES				
Books	Per item per day	\$ 0.10	\$ -	\$ 0.10
DVDs and Videos	Per day	\$ 1.00	\$ -	\$ 1.00
WiFi HotSpot	Per day		\$ 1.00	\$1.00
MISCELLANEOUS CHARGES				
Interlibrary loans	Per fulfilled request	\$ 1.00	\$ -	\$ 1.00
Laminating	Per linear foot	\$ 0.50	\$ -	\$ 0.50
Standard copies	Per page	\$ 0.20	\$ -	\$ 0.20
Computer generated printing - B/W	Per page	\$ 0.20	\$ -	\$ 0.20
Lost or damaged item processing fee	Per item	\$ 5.00	\$ -	\$ 5.00
Material replacement	Per item	Actual Replacement Cost	\$ -	Actual Replacement Cost
Replace lost - damaged WiFi device	Per item		\$80	\$80.00
Lost - damaged WiFi device processing fee	Per item		\$20	\$20.00
Repair of damaged library materials	Per item	Actual Cost	\$ -	Actual Cost
Replace lost or damaged DVD case	Per item	\$ 3.00	\$ -	\$ 3.00
Replace lost or damaged Video case	Per item	\$ 3.00	\$ -	\$ 3.00
Replace lost or damaged audio book case	Per item	\$ 5.00	\$ -	\$ 5.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PARKS AND RECREATION

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
PARKS AND RECREATION				
RENTAL FEES				
Tennis court reservation	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ -	\$ 15.00
Field reservations with lights	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ -	\$ 15.00
Field reservations, no lights, per field	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ -	\$ 10.00
Special Event Fee Based	Special License and Use Agreement	20% Total Revenues	\$ -	20% Total Revenues
Special Event Non Fee Based	Special License and Use Agreement	\$ 200.00	\$ -	\$ 200.00
Police Security	Special License and Use Agreement	Invoiced @ Cost	\$ -	Invoiced @ Cost
Public Works and Barricades	Special License and Use Agreement	Invoiced @ Cost	\$ -	Invoiced @ Cost
Pavilion - CO Bruce Central Park	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ -	\$ 10.00
ALL SPORTS LEAGUES ADULT AND YOUTH	SPECIAL LICENSE AND USE AGREEMENT			
League participant user fee	Per resident	\$ 5.00	\$ -	\$ 5.00
League participant user fee	Per non-resident	\$ 10.00	\$ -	\$ 10.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
POLICE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
POLICE DEPARTMENT				
Offense reports/calls for service	Per page	\$ 0.10	\$ -	\$ 0.10
Burn to CD	Per report	\$ 1.00	\$ -	\$ 1.00
Burn to DVD	Per report	\$ 3.00	\$ -	\$ 3.00
Other electronic media	Each	Actual cost	\$ -	Actual cost
Certified reports	Per report	\$ 1.00	\$ -	\$ 1.00
Accident reports	Per report	\$ 6.00	\$ -	\$ 6.00
Finger printing	Per person	\$ 10.00	\$ -	\$ 10.00
Alarm permits - Residential	Per year	\$ 20.00	\$ -	\$ 20.00
Alarm permits - Business/Commercial	Per year	\$ 30.00	\$ -	\$ 30.00
After the 5th false alarm per year	Per incident	\$ 20.00	\$ -	\$ 20.00
Solicitation permits	Per person	\$ 35.00	\$ -	\$ 35.00
Massage establishment license	Per establishment/annually	\$ 75.00	\$ -	\$ 75.00
Sexually oriented business license	Per business/annually	\$ 750.00	\$ -	\$ 750.00
Sexually oriented business application	Per application	\$ 100.00	\$ -	\$ 100.00
Clearance letters, notarized in house check only	Per letter	\$ 5.00	\$ -	\$ 5.00
Research fee - Open Records Request	Per hour	\$ 15.00	\$ -	\$ 15.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
ANIMAL CONTROL / SHELTER

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
ANIMAL CONTROL / SHELTER				
REGISTRATION				
Micro Chip			\$ 25.00	\$ 25.00
INTACT ANIMAL PERMIT				
Fee			\$ 250.00	\$ 250.00
REGISTRATION DANGEROUS ANIMAL				
Annual Registration	Per animal/annually	\$ 50.00	\$ -	\$ 50.00
Registration due to change of owner	Per animal	\$ 25.00	\$ -	\$ 25.00
OWNER PICK UP FROM SHELTER (Domestic animal running at large)				
1st offense	Per animal	\$ 25.00	\$ -	\$ 25.00
2nd offense	Per animal	\$ 50.00	\$ -	\$ 50.00
3rd offense	Per animal	\$ 75.00	\$ -	\$ 75.00
SHELTER HOUSING				
Day 1	per animal	\$ 8.00	\$ -	\$ 8.00
Day 2	per animal	\$ 8.00	\$ -	\$ 8.00
Day 3	per animal	\$ 8.00	\$ -	\$ 8.00
TRAP RENTAL				
Large animal trap	per business week basis	\$ 50.00	\$ -	\$ 50.00
Small animal trap	per business week basis	\$ 25.00	\$ -	\$ 25.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
FIRE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
FIRE DEPARTMENT				
INSPECTIONS				
Certificate of Occupancy	Annual, semi-annual, etc.	No Charge	\$ -	No Charge
1st Re-inspection		No Charge	\$ -	No Charge
2nd Re-inspection		\$ 45.00	\$ -	\$ 45.00
3rd Re-inspection		\$ 60.00	\$ -	\$ 60.00
Subsequent Re-inspections		\$ 100.00	\$ -	\$ 100.00
Inspections following Mandatory Closure		\$ 150.00	\$ -	\$ 150.00
After hours inspections	Per hour (After 5:00 p.m. or weekends with 2 hr. minimum)	\$ 50.00	\$ -	\$ 50.00
PERMITS				
Portable gas/propane tank permit	1 weekend	\$ 15.00	\$ -	\$ 15.00
Portable gas/propane tank permit	1 month	\$ 60.00	\$ -	\$ 60.00
Portable gas/propane tank permit	6 months	\$ 250.00	\$ -	\$ 250.00
Portable gas/propane tank permit	1 year	\$ 500.00	\$ -	\$ 500.00
Fire /EMS Reports	Each	\$ 4.00	\$ -	\$ 4.00
Private Non-Emergency Ambulance Service	Annual	\$ 1,500.00	\$ -	\$ 1,500.00
Type 1 Hood/Fixed System Plan Review		\$ 50.00	\$ -	\$ 50.00
Type 1 Hood Permit/Test		Table1A	\$ -	Table1A
Fire Suppression / Fire Alarm Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Sprinkler Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Suppression / Fire Alarm Permit/Test		Table1A	\$ -	Table1A
Fire Sprinkler Permit/Test		Table1A	\$ -	Table1A
Fuel Storage Tanks Above/Below Ground Permits		Table1A	\$ -	Table1A
Underground Fuel Storage Tanks Removal Permit		Table1A	\$ -	Table1A
Fireworks Display	Must be by State Certified Pyrotechnic Company Present	\$ 300.00	\$ -	\$ 300.00
Fireworks Storage/Transportation	Annual	\$ 125.00	\$ -	\$ 125.00
Fireworks Sales Booth		\$ 250.00	\$ -	\$ 250.00
Boarding Home Inspection Permit	Yearly	\$ 25.00	\$ -	\$ 25.00
Foster Home Inspection Permit	Yearly	\$ 25.00	\$ -	\$ 25.00
Trench Burning	30 day permit/State permit required for each site	\$ 100.00	\$ -	\$ 100.00
Sprinkler Systems out of Service/Hazmat (Stand By) longer than 1 1/2 hours	Minimum 4 hours at \$50.00 Per hour	\$ 50.00	\$ -	\$ 50.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
PLANNING & ZONING				
ZONING CHANGE				
1-2 Acres	Each request	\$ 250.00	\$ -	\$ 250.00
2.1-5 Acres	Each request	\$ 500.00	\$ -	\$ 500.00
5.1-15 Acres	Each request	\$ 750.00	\$ -	\$ 750.00
15.1 or more	per acre or max. \$1500.00	\$60.00 Per Acre	\$ -	\$60.00 Per Acre
SPECIAL USE PERMIT				
Fee	Each Request (Maximum \$1,500.00)	\$250.00 + \$50.00/Per Acre	\$ -	\$250.00 + \$50.00/Per Acre
PLANNED DEVELOPMENT				
Fee (Initial PD)	(Maximum \$1,500.00)	\$250.00 + \$75.00/Per Acre	\$ -	\$250.00 + \$75.00/Per Acre
PD Amendment				
Text Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
Concept Plan Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
Text & Concept Plan	Each Request (Maximum \$1,500.00)	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
PLATS (includes 2 DRC Reviews)				
Amending Plat	3 Lots or less	\$ 100.00	\$ -	\$ 100.00
Combination Construction/Final Plat	3 Lots or less	\$ 300.00	\$ -	\$ 300.00
Combination Construction/Final Plat for Subdivisions	4 Lots or more	\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)	\$ -	\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Construction Plat		\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)	\$ -	\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Development Plat	3 Lots or Less	\$ 100.00	\$ -	\$ 100.00
Final Plat (for Subdivision)	4 Lots or more	\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)	\$ -	\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)
Minor Plat	3 Lots or less	\$ 100.00	\$ -	\$ 100.00
Vacating Plan		\$ 100.00	\$ -	\$ 100.00
Replat		\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)	\$ -	\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
Additional Plan Review Fees				
(After 2 Initial DRC Reviews)	Development Review Committee (DRC) or individual committee members (Does not include Building Plan Review)	Actual Cost to Review	\$ -	Actual Cost to Review
Concept Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Site Plan & Revised Site Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	\$ 75.00	\$ -	\$ 75.00
Landscape Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Zoning Verification Letter	City's form letter will be provided	\$ 25.00	\$ -	\$ 25.00
Board of Adjustment Variance Request		\$ 100.00	\$ -	\$ 100.00
Sign Variance		\$ 100.00	\$ -	\$ 100.00
Application withdrawal refund (any type)	Within 24 hours of submittal	\$ 75.00	\$ -	\$ 75.00
Plus the Dallas/Kaufman County Clerks Filing Fees	for Filing Plats.			
When the Subdivision Ordinance was revised in 2006, the word "preliminary" was changed to "construction" in regards to plats.				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
BUILDING PERMITS				
Residential Building Permits	Based on square footage	Table 1A	\$ -	Table 1A
Commercial Building Permits	Based on square footage	Table 1A	\$ -	Table 1A
Construction began prior to permit or no permit obtained	Permit Fee	Double	\$ -	Double
Certificate of Occupancy Residential		\$ 25.00	\$ -	\$ 25.00
Certificate of Occupancy Commercial	up to 5,000 square feet	\$ 50.00	\$ -	\$ 50.00
Certificate of Occupancy Commercial	5,001 square feet to 10,000 square feet	\$ 100.00	\$ -	\$ 100.00
Certificate of Occupancy Commercial	10,001 square feet and over	\$ 200.00	\$ -	\$ 200.00
Demolition		\$ 100.00	\$ -	\$ 100.00
Foundation Repair		Table 1A	\$ -	Table 1A
Fence Residential		\$ 35.00	\$ -	\$ 35.00
Fence Commercial		\$ 50.00	\$ -	\$ 50.00
Retaining Wall		Table 1A	\$ -	Table 1A
Sprinkler Irrigation System		Table 1A	\$ -	Table 1A
Carports Residential		Table 1A	\$ -	Table 1A
Deck, Patio Covers, Pergola		Table 1A	\$ -	Table 1A
Storage Buildings under 120 square feet	Requires permit but no fee charged	\$ -	\$ -	\$ -
Storage Buildings over 120 square feet		Table 1A	\$ -	Table 1A
Aboveground Pool/Spa		\$ 100.00	\$ -	\$ 100.00
In-Ground Pool/Spa		Table 1A	\$ -	Table 1A
House/Building Moving	Passing through part of city or moving from outside city to inside or moving from inside city to outside city	\$ 100.00	\$ -	\$ 100.00
House/Building Moving	Leaving building on public property during move	\$ 50.00	\$ -	\$ 50.00
House/Building Moving	Inspection of building prior to moving into city	\$100.00 + mileage	\$ -	\$100.00 + mileage
Screening Wall		Table 1A	\$ -	Table 1A
Roofing		Table 1A	\$ -	Table 1A
Mobile/HUD Manufacturing		Table 1A	\$ -	Table 1A
Industrialized Home Permits		Table 1A	\$ -	Table 1A
CONCRETE AND EXCAVATING				
Flatwork (sidewalk, approaches, driveways, patios, etc.)		Table 1A	\$ -	Table 1A
Grading/Filling & Excavating		\$ 100.00	\$ -	\$ 100.00
Right-of-Way Excavating		\$ 100.00	\$ -	\$ 100.00
Miscellaneous concrete permits		Table 1A	\$ -	Table 1A
Temporary Asphalt/Concrete Batch Plant		\$ 100.00	\$ -	\$ 100.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
CONTRACTOR REGISTRATIONS				
General	Annually	\$ 60.00	\$ -	\$ 60.00
Electrical	Annually	\$ 60.00	\$ -	\$ 60.00
Mechanical	Annually	\$ 60.00	\$ -	\$ 60.00
Plumbing / Med Gas / Fire Sprinkler and Fire Alarm	State law prohibits a registration fee	-	-	-
Irrigator	Annually	\$ 60.00	\$ -	\$ 60.00
Backflow Tester	Annually	\$ 45.00	\$ -	\$ 45.00
All Other Trades	Annually	\$ 60.00	\$ -	\$ 60.00
MISCELLANEOUS FEES				
Electrical T-Pole		\$ 35.00	\$ -	\$ 35.00
Miscellaneous Electrical Permits		Table 1A	\$ -	Table 1A
Miscellaneous Plumbing Permits		Table 1A	\$ -	Table 1A
Miscellaneous Mechanical Permits		Table 1A	\$ -	Table 1A
Non-Office Hours Inspections	2 hour minimum (office hours M-F 7:30 am - 6:00 pm)	\$ 50.00	\$ -	\$ 50.00
Red Tag Re-inspection	after 1st inspection	\$ 50.00	\$ -	\$ 50.00
Additional Plan Review	after 2nd review	\$ 47.00	\$ -	\$ 47.00
Plan Review NEW Single Family Dwelling		\$ 50.00	\$ -	\$ 50.00
Plan Review ANY Commercial		\$ 50.00	\$ -	\$ 50.00
Cell Tower		Table 1A	\$ -	Table 1A
Solar Energy Systems		Table 1A	\$ -	Table 1A
Wind Turbines		Table 1A	\$ -	Table 1A
Tents & Canopies over 200 square feet		\$ 50.00	\$ -	\$ 50.00
Building and Standards Board Appeal		\$ 100.00	\$ -	\$ 100.00
Amusement Center License (per device)		\$ 100.00	\$ -	\$ 100.00
Garage (Occasional) Sale	Limit 2 times per year (365 days) per address	\$ 3.00	\$ -	\$ 3.00
Construction Office		\$ 35.00	\$ -	\$ 35.00
Real Estate Sales Office		\$ 75.00	\$ -	\$ 75.00
Portable Church/School Building		\$ 75.00	\$ -	\$ 75.00
Cargo Container for Construction Use		\$ 25.00	\$ -	\$ 25.00
Other Temporary Use as determined by City Manager or designee		\$ 75.00	\$ -	\$ 75.00
SIGNS				
Signs	Up to 100 square feet	\$ 25.00	\$ -	\$ 25.00
Signs	101 square feet - 300 square feet	\$ 50.00	\$ -	\$ 50.00
Signs	301 square feet or larger	\$ 100.00	\$ -	\$ 100.00
Portable Signs		\$ 25.00	\$ -	\$ 25.00
Removal & Storage of Temporary or Portable Signs		\$25.00 + \$5.00 per day storage	\$ -	\$25.00 + \$5.00 per day storage
<p><i>**Since the International Building Code and International Residential Code, 2000 Editions, do not include building permit fee tables, Table 1A from the Uniform Building Code Book, Volume 1 1997 Edition as amended, is therefore adopted and shall serve as the official building permit fee table.</i></p>				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Nursing Home Dietary Department	Annually	\$ 275.00	\$ -	\$ 275.00
Day Care Center	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, packaged groceries only	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, deli	Annually	\$ 200.00	\$ -	\$ 200.00
Grocery Store	Annually	\$ 350.00	\$ -	\$ 350.00
Grocery Store with meat market	Annually	\$ 275.00	\$ -	\$ 275.00
Grocery Store with deli	Annually	\$ 200.00	\$ -	\$ 200.00
Temporary Food Service, three day maximum	For Profit Organization	\$ 100.00	\$ -	\$ 100.00
Temporary Food Service, three day maximum	Non-Profit Organization	\$ 25.00	\$ -	\$ 25.00
Restaurant	Annually	\$ 275.00	\$ -	\$ 275.00
Flea Market Food Vendor	Annually	\$ 225.00	\$ -	\$ 225.00
Mobile Food Vendor	Annually	\$ 125.00	\$ -	\$ 125.00
Entertainment Center with Concession	Annually (Theater, roller rink, etc.)	\$ 200.00	\$ -	\$ 200.00
Bed and Breakfast	Annually	\$ 150.00	\$ -	\$ 150.00
Bed and Breakfast with food service	Annually	\$ 250.00	\$ -	\$ 250.00
Food Safety Manager Certification Registration from the City of Seagoville	5 Years	\$ 35.00	\$ -	\$ 35.00
Replacement of lost Food Manager Certificate		\$ 10.00	\$ -	\$ 10.00
Administrative fee for all establishments	Does Not Apply to Temporary Food Vendors	\$ 50.00	\$ -	\$ 50.00
Plan review for a fixed facility for all new permitted establishments		\$ 100.00	\$ -	\$ 100.00
Off-Premise Beer/Wine Sales	2 years	\$ 60.00	\$ -	\$ 60.00

* Our current contract provides for food establishments to be inspected twice a year with third and any subsequent inspections invoiced at cost by the City.

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
PUBLIC WORKS				
WATER				
Standard 3/4" service tap	Short Side Each	\$ 1,000.00	\$ -	\$ 1,000.00
Standard 1" service tap	Short Side Each	\$ 1,200.00	\$ -	\$ 1,200.00
Standard 1 1/2" service tap	Short Side Each	\$ 1,400.00	\$ -	\$ 1,400.00
Standard 2" service tap	Short Side Each	\$ 1,650.00	\$ -	\$ 1,650.00
Over 2"	installed by contractor	\$ -	\$ -	\$ -
Additional parts/services	road bore, road replacement, pipe, etc.	Actual Cost	\$ -	Actual Cost
5/8" X 3/4" water meter	including meter tail, gaskets, installation	\$ 125.00	\$ -	\$ 125.00
5/8" X 3/4" radio read water meter	including meter tail, gaskets, installation <i>CC approved 5/18/15</i>	\$ 250.00	\$ -	\$ 250.00
1" water meter	including meter tail, gaskets, installation	\$ 160.00	\$ -	\$ 160.00
1" radio read water meter	including meter tail, gaskets, installation	\$ 350.00	\$ -	\$ 350.00
1 1/2" water meter	including meter flange, gaskets, installation	\$ 375.00	\$ -	\$ 375.00
1 1/2" radio read water meter	including meter tail, gaskets, installation	\$ 600.00	\$ -	\$ 600.00
2" water meter	including meter flange, gaskets, installation	\$ 500.00	\$ -	\$ 500.00
2" radio read water meter	including meter tail, gaskets, installation	\$ 750.00	\$ -	\$ 750.00
Over 2"	Meter supplied by contractor (City specifications)	\$ -	\$ -	\$ -
Turning on water service	regular hours	\$ 25.00	\$ -	\$ 25.00
Turning on water service	after hours and weekends	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	regular hours	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	after hours and weekends	\$ 100.00	\$ -	\$ 100.00
Reread of meter	requested by customer	\$ 15.00	\$ -	\$ 15.00
Meter calibration check	requested by customer	\$ 100.00	\$ -	\$ 100.00
Meter tampering		\$ 250.00	\$ -	\$ 250.00
Meter reset	due to tampering	\$ 50.00	\$ -	\$ 50.00
Lock replacement	due to tampering	\$ 25.00	\$ -	\$ 25.00
Damaged curb stop	due to tampering	\$ 200.00	\$ -	\$ 200.00
SEWER				
Standard 4" service tap	Each	\$ 1,000.00	\$ -	\$ 1,000.00
Standard 6" service tap	Each	\$ 1,200.00	\$ -	\$ 1,200.00
Standard 8" service tap	Each	\$ 1,500.00	\$ -	\$ 1,500.00
Over 8"	Service conducted by contractor (City specifications)	\$ -	\$ -	\$ -
Additional parts/services	including road bore, road replacement, pipe, depth, etc.	Actual Cost	\$ -	Actual Cost
STORMWATER UTILITY SYSTEM FEE				
Stormwater utility fee	Per ERU CC approved 9/10/18	\$ 3.00	\$ 0.60	\$ 3.60

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2020-2021
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/18	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/19
CULVERTS				
Installation including base material		Actual Cost	\$ -	Actual Cost
INSPECTION FEE				
	Development costs street grading, street paving, drainage structures, curb and gutter, storm sewers, sanitary sewers, water mains and fire lanes.	4%	\$ -	4%

Regular Session Agenda Item: 4

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending Ordinance No. 15-2020 to correct scrivener's errors; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

There was a typographical error that shows the M&O rate and the debt service rates were inadvertently switched as follows.

Section 1(a) states the rate of 0.720498 will be used to pay debt service
Section 1(b) states the rate of 0.068302 will be used to fund M&O

The tax rates are otherwise correct as a whole. The rate of .720498 should say it is used to fund M&O and the rate of .068302 should say it would be used to pay debt service.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Approval.

EXHIBIT:

Ordinance

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS
AMENDING ORDINANCE NO. 15-2020 TO CORRECT
SCRIVENER'S ERRORS; PROVIDING A REPEALING
CLAUSE; PROVIDING A SEVERABILITY CLAUSE;
PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, after publication and posting of all legally required notices and the conducting of a public hearing, the City Council adopted Ordinance No. 15-2020, adopting and levying ad valorem taxes for the fiscal year 2020-2021; and

WHEREAS, at the time of adoption of Ordinance No. 15-2020 due to scrivener errors Subsections (a) and (b) of Section 1 of Ordinance No. 15-2020 failed to state the proper components of the total ad valorem tax rate, which correct rates were reflected in the discussion before the Council as well as in the notices published regarding the fiscal year 2020-2021 ad valorem tax rate and budget.

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

SECTION 1. That Ordinance No. 15-2020 be and the same is hereby amended by amending Subsections (a) and (b) of Section 1 of Ordinance No. 15-2020 to correct a scrivener's error to read as follows:

SECTION 2. 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) 0.068302 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) 0.720498 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 3. That all provisions of the ordinances of the City of Seagoville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 21st day of September 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(091620vwtTM117992)

Regular Session Agenda Item: 5

Meeting Date: September 21, 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 purpose of providing a Risk and Resilience Assessment (RRA) and an Emergency Response Plan (ERP); in an amount not to exceed Seventy Four Thousand Two Hundred Dollars and Zero Cents (\$74,200.00); authorizing the City Manager to sign; and providing an effective date.

BACKGROUND:

In October 2018, the passage of America’s Water Infrastructure Act (AWIA) established the requirement that all community water systems serving a population of greater than 3,300 must comply with Environmental Protection Agency (EPA) requirements for risk and resilience assessments and emergency response plans. The AWIA also requires all drinking water system providers who serve a population greater than 3,300 to prepare or revise their Emergency response plans (ERPs) to incorporate the findings of each risk and resilience assessment.

FINANCIAL IMPACT:

Funding for this contract in the amount of \$74,200.00 will be made from the FY2021 and FY2022 Water Budget.

RECOMMENDATION:

Staff recommends approving the agreement.

EXHIBITS:

Resolution
Halff’s Standard Agreement for Professional Engineering Services
Exhibit 1, Proposed Scope of Work and Fee
Risk and Resilience Assessment Seminar Leave Behind

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

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 PURPOSE OF PROVIDING A RISK AND RESILIENCE ASSESSMENT (RRA) AND AN EMERGENCY RESPONSE PLAN (ERP); IN AN AMOUNT NOT TO EXCEED SEVENTY FOUR THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$74,200.00); AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing a risk and resilience (RRA) and an emergency response plan (ERP); and,

WHEREAS, Halff Associates, Inc. has provided a proposal for purpose of providing a risk and resilience (RRA) and an emergency response plan (ERP) in the amount of \$74,200.00; and,

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

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

SECTION 1. The agreement attached hereto as Exhibit A together with its attached Exhibits 1 and 2, with Halff Associates, Inc., for the purpose of providing a risk and resilience (RRA) and an emergency response plan (ERP), in an amount not to exceed \$74,200.00 (seventy four thousand, two-hundred dollars) is approved, and the City Manager is authorized to execute the same on behalf of the City.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 21th day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(091720vtwTM118018)

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State 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.

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.

CLIENT: CITY OF SEAGOVILLE , TEXAS,

By:



Signature

By:

Signature

Kirk M. Wilson, PLA

Printed Name

Printed Name

Director of Landscape Architecture, FTW

Title

Title

08/04/2020

Date

Date

EXHIBIT 1
SCOPE OF SERVICES
RISK & RESILIENCE ASSESSMENT (RRA) AND EMERGENCY RESPONSE PLAN (ERP)

I. PROJECT DESCRIPTION

Halff Associates will prepare both a Risk and Resilience Assessment (RRA) and Emergency Response Plans (ERP) for the City of Seagoville, Texas to enhance the City's ability to withstand a wide variety of threats and prepare the City to certify completion by June 30, 2021.

By the EPA deadline of December 30, 2021, we will provide the City with an ERP that clearly identifies emergency response needs and procedures and can be maintained as a living document.

Background:

In October 2018, the passage of America's Water Infrastructure Act (AWIA) established the requirement that all community water systems serving a population of greater than 3,300 must comply with Environmental Protection Agency (EPA) requirements for risk and resilience assessments and emergency response plans. The AWIA also requires all drinking water system providers who serve a population greater than 3,300 to prepare or revise their Emergency Response Plans (ERPs) to incorporate the findings of each risk and resilience assessment.

II. TASK SUMMARY, BASIC SERVICES

Consultant will provide the following Scope of Services for the Project.

PHASE I: Risk & Resilience Assessment

Task 1: Identify Critical Assets and Threat Scenarios

The first task will be to evaluate the threats to the City's existing water assets and partner systems based on metrics associated with potential loss of life or serious injury; economic disruption; loss of confidence in the utility; and impacts to the environment. To expedite this task, Halff will consult with utility staff to eliminate non-critical assets from any further assessment. We will develop and distribute a survey to gather information from a specific group of stakeholders that are appointed to serve by the City as the Stakeholders Advisory Committee (SAC) to assist at key points in this project. This committee should include representatives of the water utility, public works, police and fire departments, IT official charged with cybersecurity, staff member involved in public outreach and the Seagoville City manager or appointed representative.

Assets to be evaluated may include:

- Pipes for potable water transmission and distribution
- Storage and distribution facilities
- Other critical assets as identified by the City
- Water quality monitoring system
- Standard Operations and Maintenance procedures
- IT Network (SCADA System, Billing system, etc.)

Task 2: Consequence and Vulnerability Analysis to Determine Threat Likelihood

In this stage of the RRA, we will perform a quantitative ranking of the most severe consequences that may result from specific threats to the City's critical water assets. Consequences to consider include:

- Service interruption
- Financial loss
- Serious injury or fatalities
- Economic impact to the City and the customers in its service area
- Vulnerability of shared systems and connections.

Vulnerabilities will be identified through site inspection reports, the evaluation of existing asset data, the survey responses obtained from the SAC, examination of existing system and partner mitigation plans, the Utility's operating procedures and financial management infrastructure. To determine relevant threats from natural hazards, we will analyze historical natural hazards data to identify threats of concern.

Task 3: Risk & Resilience Assessment

The primary task completed in this phase will be the Risk and Resilience Assessment of all identified Utility risks, resulting in a ranking of the threat-asset pairs that identifies the greatest vulnerabilities to the water utility.

The baseline calculation of risk for each threat scenario will result in a full accounting of risks and projected financial impact for a broad range of hazards. We will review the results of the baseline RRA and potential countermeasures with staff. To prepare the final RRA, we will reconvene the SAC in a workshop to identify and prioritize operational and financial resiliency strategies that provide the City with the greatest human and financial benefits. The outcome of this final meeting will be an actionable plan of risk reduction alternatives.

Task 4: Risk & Resilience Action Plan

This task will be completed to contribute to the City of Seagoville's (CIP) by building upon the assessment conducted in Task 3. We will identify preliminary options to promote resilience associated with the threats, vulnerabilities and their potential costs as identified in Task 2. A cost benefit analysis will be conducted in order to vet the preliminary options into an action plan, and the Halff team will meet with the SAC to review those results. Based upon that analysis and feedback from the SAC, recommendations will be made for the City to include in their CIP.

Task 5: EPA Certification of RRA

Halff will prepare and submit a Certification of Completion to the EPA Administrator by June 30, 2021 to certify that the City has complied with the requirements of AWIA to "conduct an assessment of the risks to and resilience of its system."

PHASE II: Emergency Response Plan

This project will update the City's existing ERP to respond to the City's current emergency response needs while meeting requirements of the AWIA. An effective emergency response takes more than a plan. An ERP provides the greatest value if it is maintained as a living document and understood by everyone in the organization. Halff will develop a City Water Utilities' ERP according to AWWA M19 guidance standards to meet all EPA requirements, while establishing methods to help employees understand their roles and responsibilities in mitigating threats and responding to incidents.

Task 1: Review of City's current ERP

The planning process will build upon the findings of the RRA to engage utility personnel and other partners in the City's water supply and delivery system through the SAC. Halff will help the City to define each partner's role in emergency response. Our cybersecurity team will meet with the City's IT personnel and identified stakeholders to develop a map of connectivity among these partner systems and identify potential risks and responses for process control and enterprise systems.

Task 2: Prepare Draft Emergency Response Plan (ERP)

Once these roles and interdependencies are defined, Halff will convene the SAC to facilitate a half-day of cross-functional planning sessions and tabletop workshops that address both physical security and cybersecurity. The planning exercises will consider natural hazards, threats arising from malevolent acts, cyber threats and other risks identified in the RRA. The workshops will identify procedures, equipment and actions to detect, deter and mitigate threats, thereby improving the resilience of the system and protecting the general public, personnel, property and equipment. The outcomes of these sessions will be hazard-specific plans that consider:

- emergency interconnects options for temporary source disruption
- alternative water sources
- construction of flood protection barriers
- operations and maintenance procedures
- chemical storage and handling
- asset management procedures
- financial readiness

Based on the specific actions defined in the plan, Halff will recommend role-based training and communication activities for appropriate employees and procedures for ongoing plan review and maintenance, emergency drills and training to establish and maintain a culture of preparedness. To conclude the planning process, Halff will incorporate the work session proceedings and recommendations into a draft plan document according to AWWA's M19 guidance for review.

Task 3: Finalize Emergency Response Plan

The team will then facilitate a plan review session with the SAC to finalize the document. The resulting ERP will be revised according to City specifications. When implemented, it will improve the safety and reliability of the City's water supply.

Task 4: EPA Certification of ERP

Make final revisions as necessary and certify completion of ERP to EPA Administrator by December 31, 2021.

ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services upon City’s written request. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Planning and engineering design services of resilience solutions as identified through the course of this assessment.

Deliverables:

	Deliverable	City’s Role	Budget
Phase I			
<i>Task 1: Identify Critical Assets and Threat Scenarios</i>	-Kick-off meeting w City -Data request -Survey of stakeholders -Meet w/SAC	-Provide data -Establish SAC -Invite SAC -Provide mtg location	\$20,700
<i>Task 2: Consequence and Vulnerability Analysis to Determine Threat Likelihood</i>	-Report on consequences of multiple threat scenarios. -Database of interdependency and proximity threats.	-Respond to inquiries in a timely manner	\$8,200
<i>Task 3: Risk & Resilience Assessment</i>	-RRA draft -Risk & Resiliency Assessment	-Provide additional data as needed	\$6,800
<i>Task 4: Risk & Resilience Action Plan</i>	-SAC priority-setting workshop -RRA Action Priorities document with CIP recommendations	-Invite SAC to workshop -Provide mtg location -Feedback on priorities	\$17,500
<i>Task 5: EPA Certification of RRA</i>	-Certification of Completion to EPA Administrator	-Mail certification document from City offices	\$1,000
<i>Subtotal:</i>			\$54,200
Phase II			
<i>Task 1: Review Current ERP and Emergency Response Planning Documents</i>	-Recommendations for updates to the ERP and/or related documents - Connectivity report of automated systems.	-Provide data and related documents	\$3,000
<i>Task 2: Prepare Draft Emergency Response Plan (ERP)</i>	- Meeting with SAC - Identification of Critical Risks - Prepare Draft ERP	-Invite SAC -Provide mtg location	\$10,000
<i>Task 3: Finalize Emergency Response Plan</i>	- Circulate Draft ERP to SAC -Incorporate comments -Preparation of final ERP	-Review and provide comments on draft	\$4,500
<i>Task 4: EPA Certification of ERP</i>	-Certification of Completion to EPA Administrator	-Mail certification document	\$2,500
<i>Subtotal:</i>			\$20,000
Total:			\$74,200



DRAFT Schedule:

The schedule as proposed below would meet the EPA deadlines as stated in the AWIA.

	Aug.	Sept.	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	2020					2021											
Phase I																	
Task 1																	
Task 2																	
Task 3																	
Task 4																	
Task 5																	
Phase II																	
Task 1																	
Task 2																	
Task 3																	
Task 4																	



4000 Fossil Creek Blvd
Fort Worth, TX 76137
TEL: (817) 764-7447
FAX: (817) 232-9784

EXHIBIT 2
FEE SCHEDULE
RISK & RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

III. BASIC SERVICES

A. Identify Critical Assets and Threat Scenarios	\$ 20,700.00
B. Consequence and Vulnerability Analysis	\$ 8,200.00
C. Risk & Resilience Assessment	\$ 6,800.00
D. Risk & Resilience Action Plan	\$ 17,500.00
E. EPA Certification of RRA	\$ 1,000.00
F. Review Current ERP	\$ 3,000.00
G. Prepare Draft Emergency Response Plan (ERP)	\$ 10,000.00
H. Finalize ERP	\$ 4,500.00
I. EPA Certification of ERP	\$ 2,500.00
<i>Total Basic Services (Lump Sum, Not-To-Exceed)</i>	<u>\$ 74,200.00</u>

Direct Expenses **\$ 200.00**
(Included in Basic Services Lump Sum and Special Services Not to Exceed)

America's Water Infrastructure Act

The America's Water Infrastructure Act of 2018 requires all community and wholesale water systems serving a population of greater than 3,300 to comply with Environmental Protection Agency (EPA) requirements for risk and resilience assessments and emergency response plans.

CERTIFICATION DEADLINES

Utility Size (Population Served)	Risk and Resilience Assessment	Emergency Response Plan
> 100,000	March 31, 2020	Sept. 30, 2020
50,000-100,000	Dec. 31, 2020	June 30, 2021
3,300-50,000	June 30, 2021	Dec. 30, 2021



Photo source: Houston Emergency Operations Center

Risk and resilience apply to many aspects of water systems, such as infrastructure, distribution and cybersecurity.





RISK AND RESILIENCE ASSESSMENT

A risk and resilience assessment includes evaluation of the following:

- Risks to the water system from malevolent acts and natural hazards
- Resilience of infrastructure
- Monitoring practices of the system
- Financial infrastructure of the system
- Use, storage or handling of various chemicals
- Operation and maintenance of the system
- Locally driven evaluation of capital and operational solutions to improve the resiliency of water utilities

J100 METHODOLOGY

The American Water Works Association developed the first voluntary consensus standard encompassing an all-hazards risk and resilience management process for use specifically by water and wastewater utilities. Although the law does not establish the required method for compliance, Halff follows the AWWA J100 standard.



EMERGENCY RESPONSE PLAN

The America's Water Infrastructure Act also requires all drinking water system providers who serve a population greater than 3,300 to prepare or revise their emergency response plans (ERPs) to incorporate the findings of each risk and resilience assessment.



ABOUT KIMBERLY MILLER

Kimberly is a certified professional planner skilled at working with local staff and elected officials to articulate common goals for future investment. As principal planner for resilience at Halff, she has an AWWA certification in risk and resilience assessment, and is working with the firm's civil engineering and Water Resources teams to assist communities with the development of local plans that reduce risk for the communities she serves.

FOR MORE INFORMATION PLEASE CONTACT

KIMBERLY MILLER, AICP
Principal Planner for Resilience
Halff Associates, Inc.
4000 Fossil Creek Blvd.
Fort Worth, TX 76137
(817) 764-7509
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fCrumb@halff.com

PRESTON DILLARD, PE
Senior Water Utilities Project Manager
Halff Associates, Inc.
4000 Fossil Creek Blvd.
Fort Worth, TX 76137
(817) 764-7504
pDillard@halff.com

Regular Session Agenda Item: 6

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Discussion concerning existing fire lanes and new fire lanes in the City of Seagoville.

BACKGROUND OF ISSUE:

A cell tower is being constructed at 2737 N. Hwy 175 and has an existing fire lane. The existing fire lane has been constructed of rock, asphalt, and dirt, making it an all-weather surface. All-weather surface fire lanes require an engineered letter stating it meets a minimum of 75,000 pounds. However, upon inspection of said fire lane Staff found it questionable of meeting the aforementioned requirements. Staff is proposing to require all new fire lanes to be construction of concrete with a design of 6-inches concrete with 6-inches of lime stabilization or 7-inches of concrete with #4 bar, 18-inches on center at mid-depth, minimum of 3600 PSI.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 7

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 9 “Fire Prevention and Protection”, Article 9.03 “Fire Code”, by amending Section 9.03.003 “Amendments” to provide specific design and construction requirements for fire apparatus access roads; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense; providing for publication; and providing an effective date.

BACKGROUND OF ISSUE:

Section 503.2.3; amended as follows:

503.2.3 Surface Fire apparatus access roads (including designated fire lanes) shall be designed and maintained to support imposed loads of 80,000 lbs (36287 kg) for fire apparatus and will be constructed of 3600 P.S.I. reinforced concrete with a minimum thickness of six (6) inches of concrete with six (6) inches of lime stabilization or with a minimum thickness of seven (7) inches of concrete without lime stabilization and further shall incorporate number four (4) bar eighteen (18) inches on center at mid-depth. Fire apparatus access roads shall be surfaced so as to provide all-weather driving capabilities. Note: All fire lanes shall meet fire lane design per TCSS standards.

....

Section D102.1; amend as follows:

D102.1 Access and loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to the fire department apparatus by way of an approved fire apparatus access road with an approved engineered concrete driving surface capable of supporting the imposed load of fire apparatus weighing 80,000 pounds (36 287 kg) and will be constructed of 3600 P.S.I. reinforced concrete with a minimum thickness of six (6) inches of concrete with six (6) inches of lime stabilization or with a minimum thickness of seven (7) inches of concrete without lime stabilization and further shall incorporate number four (4) bar eighteen (18) inches on center at mid-depth. See City of Seagoville General Design Standards for roads.”

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9 “FIRE PREVENTION AND PROTECTION”, ARTICLE 9.03 “FIRE CODE”, BY AMENDING SECTION 9.03.003 “AMENDMENTS” TO PROVIDE SPECIFIC DESIGN AND CONSTRUCTION REQUIREMENTS FOR FIRE APPARATUS ACCESS ROADS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2000.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has adopted the International Fire Code, 2018 edition, with amendments thereto; and

WHEREAS, the City has determined that it is necessary and in the best interest of the citizens of the City of Seagoville and serves the public welfare to provide further amendments thereto which will provide design and construction requirements for fire apparatus access roads:

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas, be, and the same is hereby amended, by amending Chapter 9, “Fire Prevention and Protection”, Article 9.03 “Fire Code”, by amending Section 9.03.003, “Amendments” as follows:

“Chapter 9 Fire Prevention and Protection

...

Article 9.03 Fire Code

...

Sec. 9.03.003 Amendments

The sections of the International Fire Code are changed, added, or deleted as follows. Underlined type is added. Lined-through type is deleted text.

...

Section 503.2.3; amend as follows:

503.2.3 Surface Fire apparatus access roads (including designated fire lanes) shall be designed and maintained to support imposed loads of 80,000 lbs (36287 kg) for fire apparatus and will be constructed of 3600 P.S.I. reinforced concrete with a minimum thickness of six (6) inches of concrete with six (6) inches of lime stabilization or with a minimum thickness of seven (7) inches of concrete without lime stabilization and further shall incorporate number four (4) bar eighteen (18) inches on center at mid-depth. Fire apparatus access roads shall be surfaced so as to provide all-weather driving capabilities. Note: All fire lanes shall meet fire lane design per TCSS standards.

....

Section D102.1; amend as follows:

D102.1 Access and loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to the fire department apparatus by way of an approved fire apparatus access road with an approved engineered concrete driving surface capable of supporting the imposed load of fire apparatus weighing 80,000 pounds (36 287 kg) and will be constructed of 3600 P.S.I. reinforced concrete with a minimum thickness of six (6) inches of concrete with six (6) inches of lime stabilization or with a minimum thickness of seven (7) inches of concrete without lime stabilization and further shall incorporate number four (4) bar eighteen (18) inches on center at mid-depth. See City of Seagoville General Design Standards for roads.”

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

SECTION 3. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

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

so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2000.00) for each offense.

SECTION 7. This ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the ____day of September 2020.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(091620vwtTM117984)

Regular Session Agenda Item: 8

Meeting Date: September 21, 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 Dallas County Health and Human Services; authorizing its execution by the City Manager; and providing an effective date.

BACKGROUND OF ISSUE:

This Interlocal Agreement is made by and between the City of Seagoville, Texas, a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services, pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code, Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The ILA has language pertaining to food service inspections, however, the City's Health Inspector will perform food inspections. Section 5: Other Environmental Health Services will include vector and/or mosquito control services including; complaint investigation, larvaciding and spraying for adult mosquitoes.

FINANCIAL IMPACT:

The City will provide food establishment inspections. Mosquito adult spraying will be provided by DCHHS when a mosquito-borne disease is detected. Mosquito spraying at the request of the City will be paid for by the City (historically less than \$2,000 per year).

RECOMMENDATION:

Staff recommends the approval of this resolution.

EXHIBITS:

Resolution
Interlocal Agreement with Dallas Health and Human Services

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT WITH DALLAS COUNTY HEALTH AND HUMAN SERVICES; 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, the City desires to contract with Dallas County Health and Human Services for the performance of food establishment inspections, mosquito adult spraying when a mosquito-borne disease is detected, mosquito spraying at the request of the City to be paid for by the City; 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 "1" 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 21st day of September, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Exhibit 1

[Interlocal Agreement with Dallas County for Food Inspection and Environmental Health Services]

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	CITY OF _____

SECTION 1: PARTIES

This Interlocal Agreement (“Agreement”) is made by and between the City of _____, Texas (“City”), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively “County” or “DCHHS”), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as “Party”, or collectively, as the “Parties”.

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2021 unless otherwise stated in this Agreement. (“Term”)

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by the County;
- C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per a Term.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs..

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes (“adulticiding”), and treating standing water with larvicide (“larvaciding”).

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act”.

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources

2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;

3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;

4) The City's improper, misuse or inept use of funds or resources; and/or

5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly

agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge
Dallas County
411 Elm St, 2nd Floor
Dallas, Texas 75202

CITY

Patrick Stallings
City Manager
702 N. Highway 175
Seagoville, Texas 75159

W/copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

With copy to:

Victoria W. Thomas
Nichols, Jackson
Suite 1800, 500 N. Akard Street
Dallas, Texas 75201

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall

govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the City of Seagoville City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution

and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

(signature pages to follow)

EXECUTED THIS _____ DAY OF _____ 2020. ("Effective Date")

FOR DALLAS COUNTY:

FOR CITY:

BY: Clay Lewis Jenkins
County Judge

BY: Patrick Stallings
City Manager

DATE: _____

DATE: _____

Recommended:

BY: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:

Approved as to Form (CITY):

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS
RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: Victoria W. Thomas
City Attorney

BY: James R. Palomo
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Regular Session Agenda Item: 9

Meeting Date: September 21, 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: 10

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 11

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Recess into Executive Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice to wit: potential Crestview sidewalk project

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 12

Meeting Date: September 21, 2020

ITEM DESCRIPTION:

Reconvene into Regular Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice to wit: potential Crestview sidewalk project

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A