



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, FEBRUARY 1, 2021**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, the City of Seagoville will conduct a Regular Meeting by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (CoVID-19).

To access the meeting video conference (which provides two-way communication for Public Comment during that portion of the Meeting), use the following link or phone number:

Video Conference: <https://webinar.ringcentral.com/j/1487474049>

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.*

If you would like to make a Public Comment, please email Kandi Jackson, City Secretary, at kjackson@seagoville.us no later than 6:00 P.M. on Monday, February 1, 2021.

Please include the following information in your email:

- **Name**
- **Address**
- **Email Address and Phone Number**
- **Agenda Item or general subject of your comment**

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

- 1. Consider approving City Council Meeting minutes for January 25, 2021 (City Secretary)**
- 2. Discuss and consider approving a Resolution ordering the General Election to be held May 1, 2021 (City Secretary)**

Discutir y considerar la aprobacion de una resolucion que ordene que las elecciones generales se celebren el 1 de mayo de 2021

- 3. Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of Five Cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and requiring delivery of this Resolution and approved assessment fee to legal counsel for the steering committee (Director of Administrative Services)**

REGULAR AGENDA-

- 4. Discuss and consider approving the publication of the Notice of Intent to issue the FY 2021 Bonds (Interim Finance Director)**
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Professional Services Contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within the Northeastern Service Area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed One Hundred Nine Thousand Nine Hundred Fifty Dollars and Eighty-Two Cents (\$109,950.82), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said Agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date (Public Works Director)**
- 6. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 7. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.**

Adjourn

Posted Friday, January 29, 2021 by 5:00 P.M.


Kandi Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, February 22, 2021 Regular City Council Meeting**
- **Monday, March 1, 2021 Regular City Council Meeting**
- **Monday, March 15, 2021 Regular City Council Meeting**
- **Monday, April 5, 2021 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: February 1, 2021

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for January 25, 2021.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for January 25, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

January 25, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JANUARY 25, 2021**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, January 25, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

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

Invocation – *Invocation was led by Mayor Childress.*

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

Mayor's Report – *None.*

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

None.

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

1. Consider approving City Council Meeting minutes for January 4, 2021 (City Secretary)

Motion to approve City Council Meeting minutes for January 4, 2021 – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

Mayor Childress read the Resolution caption. No motion was made for the first reading.

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

Mayor Childress stated Mr. John Rice has applied for a position on the Board of Adjustments board.

City Secretary Jackson stated Mr. Rice applied for Place Two (2) and did pass the background check required by Ordinance No. 24-2019.

Motion to appoint Mr. Rice to Place Two (2) on the Board of Adjustments – Hernandez, seconded by Fruin; motion passed with all ayes. 5/0

4. Receive a presentation of the 2020 Year End Animal Services and Police Department activity report (Police Chief)

Police Chief Calverley presented the 2020 Year End Animal Service and Police Department activity report.

5. Receive direction from Council concerning location of new Police Department Building (Police Chief)

Police Chief Calverley explained the need for a new Police Department Building and the two (2) options for the building.

Halff Associates Senior Project Manager, Alan LaFon presented 101 N. Watson and 1189 E. Simonds as options for the new Police Department Building. He also explained that 1189 E. Simonds is the same property that houses Fire Station #2.

Mayor Childress requested a roll call vote.

	<i>101 N. Waston</i>	<i>1189 E. Simonds</i>
<i>Rick Howard</i>		<i>Yea</i>
<i>Jose Hernandez</i>		<i>Yea</i>
<i>Harold Magill</i>		<i>Yea</i>
<i>Mike Fruin</i>		<i>Yea</i>
<i>Jon Epps</i>		<i>Yea</i>

6. 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 Design Build RFP Documents and Program Management Services for the construction of a new Police Department Building in an amount not to exceed \$166,096.20; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Police Chief)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Halff Associates, Inc. for the purpose of providing Design Build RFP Documents and Program Management Services for the construction of a new Police Department Building in an amount not to exceed \$166,096.20; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date – Hernandez, seconded by Fruin; motion passed with all ayes. 5/0

7. Discuss and consider Seagoville Economic Development Corporation using billboards in neighboring communities to promote the City of Seagoville (Mayor Pro Tem Epps)

Councilmember Fruin stated he would like to see this item go before the Seagoville Economic Development Corporation (SEDC) first and then presented to City Council if SEDC approves.

8. Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

City Attorney Thomas explained the terms and conditions concerning the Economic Development Incentive Agreement.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

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

Councilmember Hernandez encouraged everyone to register for the CoVID-19 vaccine through the Dallas County website. He also stated he is working with Dallas County to try to set up a vaccination site locally for the citizens of Seagoville.

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.

None.

Adjourned at 7:41 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: February 1, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution ordering the General Election to be held May 1, 2021.

Discutir y considerar la aprobacion de una resolucion que ordene que las elecciones generals se celebren el 1 de mayo de 2021.

BACKGROUND OF ISSUE:

This year's General Election is on May 1, 2021 and includes the City Council Offices of Mayor Place 2, and Place 4. The filing period for those interested in having their name on the official ballot is from Wednesday, January 13, 2021 through Friday, February 12, 2021 at 5:00 p.m. The Election Order contains pertinent dates and times for early voting, as well as locations. It also designates the Dallas County Elections Administrator as the Early Voting Clerk.

FINANCIAL IMPACT:

The financial impact will be determined when the contract with Dallas County is finalized.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Calling General Election (English)

Resolution – Calling General Election (Spanish)

CITY OF SEAGOVILLE

RESOLUTION NO. XX-R-2021

A RESOLUTION AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 1, 2021 FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF MAYOR AND COUNCILMEMBER PLACES 2 AND 4; AUTHORIZING A JOINT ELECTION WITH OTHER DALLAS COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH DALLAS COUNTY; PROVIDING FOR A RUNOFF DATE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election for the City of Seagoville, as set forth by the Texas Election Code, is required to be held on May 1, 2021, at which time the voters will elect persons to the offices of Mayor and City Council Places 2 and 4; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Dallas County, Texas; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to call the foregoing election and to enter into a contract with Dallas County to conduct said election jointly with other Dallas County government entities.

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

SECTION 1. A general municipal election is hereby ordered to be held on the 1st day of May, 2021 for the purpose of allowing the qualified voters of the City of Seagoville to elect one Mayor to serve a two (2) year term, one Councilmember for Place 2 to serve a two (2) year term, and one Councilmember for Place 4 to serve a two (2) year term.

SECTION 2. The election will be conducted jointly with other political subdivisions in Dallas County on May 1, 2021, pursuant to Chapters 31 and 271, Texas Election Code and a Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County, and other political subdivisions (the "Joint Elections Agreement").

SECTION 3. The election precinct and polling place of said elections shall be as follows:

City Voting Precinct
Seagoville City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Election polls shall open on Election Day at 7:00 a.m. and close at 7:00 p.m.

SECTION 4. Pursuant to the Joint Elections Agreement, Michael Scarpello the Dallas County Elections Administrator, shall serve as Election Administrator for the election.

SECTION 5. All election officials shall be the officials appointed to such positions by the Election Administrator from the list of proposed election judges listed in an attachment to the Joint Elections Agreement or as otherwise selected pursuant to the terms of the Joint Elections Agreement, and to the extent required by law, those election officials are hereby so appointed.

SECTION 6. An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Joint Elections Agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the Joint Election Agreement.

SECTION 7. Early voting by personal appearance will be held jointly with other Dallas County public entities at Dallas County's Main Early Voting Site located at the George L. Allen Sr. Courts Building, 600 Commerce Street, Dallas, Texas 75202 beginning on Monday, April 19, 2021 and continuing through Tuesday, April 27, 2021 at the times set forth below:

<u>Early Election Dates</u>	<u>Times When Polls Are Open</u>
Monday through Saturday April 19, 2021 through April 23, 2021	8:00 a.m. until 5:00 p.m.
Saturday, April 24, 2021	8:00 a.m. until 5:00 p.m.
Sunday, April 25, 2021	1:00 p.m. until 6:00 p.m.
Monday and Tuesday April 26, 2021 and April 27, 2021	7:00 a.m. until 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the Seagoville City Hall, 702 N. Hwy. 175, Seagoville, Texas 75159 at the dates and times set forth below:

**Seagoville City Hall
702 N. Hwy. 175
Seagoville, TX 75159**

<u>Early Election Dates</u>	<u>Time When Polls Are Open</u>
Monday through Saturday April 19, 2021 through April 23, 2021	8:00 a.m. until 5:00 p.m.
Saturday, April 24, 2021	8:00 a.m. until 5:00 p.m.
Sunday, April 25, 2021	1:00 p.m. until 6:00 p.m.
Monday and Tuesday April 26, 2021 and April 27, 2021	7:00 a.m. until 7:00 p.m.

SECTION 8. Additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Election Administrator.

SECTION 9. The Dallas County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for early voting may be submitted by mail, carrier, delivery, fax, or email, and must be received by the Early Voting Clerk between January 1, 2021 and April 20, 2021.

Applications for ballot by mail shall be mailed to:

Michael Scarpello, Early Voting Clerk
1520 Round Table Dr.
Dallas, Texas 75247

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 20, 2021.

Applications for early voting should be faxed to 214-819-6303.

Applications for early voting should be e-mailed to: evapplications@dallascounty.org

SECTION 10. Notice of the election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the front window used to publish notice of City Council meetings not later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice and the person posting the notice shall make a record at the time of posting stating the date and place of posting.

SECTION 11. The election shall be conducted pursuant to the Charter of the City and the election laws of the State of Texas. The candidate for each office receiving a majority of all votes cast for all candidates shall be elected to serve such term of office or until his or her successor is duly elected and qualified.

SECTION 12. In the event no candidate for one of the offices to be elected in the foregoing election receives a majority of all votes cast for all the candidates for such office, a runoff election shall be called for such office as provided for by the Charter of the City and the State Election Code.

SECTION 13. This resolution shall be construed with any action of the Dallas County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 14. The City Manager is hereby authorized to negotiate and execute a contract for a joint election and election services with Dallas County as the authorized representative of the City.

SECTION 15. The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 16. This resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS,
THIS THE 1st DAY OF FEBRUARY 2021.**

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED:

Victoria W. Thomas, City Attorney

CIUDAD DE SEAGOVILLE

RESOLUCION NO. -R-2021

UNA RESOLUCIÓN QUE AUTORIZA UNA ELECCIÓN MUNICIPAL GENERAL QUE SE REALIZARA EL 1 DE MAYO DE 2021 CON EL PROPÓSITO DE ELEGIR PERSONAS PARA LOS CARGOS DE ALCALDE Y CONSEJERO LUGARES 2 Y 4; AUTORIZAR UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DEL CONDADO DE DALLAS; AUTORIZAR UN CONTRATO DE ELECCION CON EL CONDADO DE DALLAS; PREVIENDO UNA FECHA DE DESEMPEÑO; Y PROPORCIONANDO UNA FECHA VIGENCIA

Considerando que, las elecciones generales para la Ciudad de Seagoville, según lo establece el Código Elecciones de Texas, deben realizarse el 1 de Mayo de 2021, momento en el cual votantes elegirán a las personas para los cargos de Alcade y del Concejo Municipal Lugares 2 y 4; y

Considerando que, de acuerdo con la Sección 271.002 del Código Electoral de Texas, la eleccion de la Ciudad se llevarán a cabo conjuntamente con otras subdivisiones políticas del Condado de Dallas, Texas; Y

Considerando que, el Concejo Municipal de la Ciudad de Seagoville considera que es de interés público convocar la elección anterior y celebrar un contrato con el Condado de Dallas para llevar a cabo dicha elección junto con otras entidades gubernamentales del Condado de Dallas.

AHORA, POR LO TANTO, RESUELVE EL CONSEJO DE LA CUIDAD DE SEAGOVILLE, TEXAS QUE:

SECCIÓN 1. Por la presente se ordena que se celebren elecciones municipales generales el 1 de mayo de 2021 con el propósito de permitir que los votantes calificados de la ciudad de Seagoville elijan un alcalde para un período de dos (2) años, un concejal para el Lugar 2 para servir un término de dos (2) años, y un Concejal para el Lugar 4 para servir un término de dos (2) años.

SECCIÓN 2. La elección se llevará a cabo junto con otras subdivisiones políticas en el condado de Dallas el 1 de mayo de 2021, de conformidad con los Capítulos 31 y 271 del Código Electoral de Texas y un Acuerdo de Elección Conjunta y Contrato de Servicios Electorales por y entre la Ciudad de Seagoville, Dallas Condado y otras subdivisiones políticas (el "Acuerdo de elecciones conjuntas").

SECCIÓN 3. El recinto electoral y el lugar de votación de dichas elecciones serán los siguientes:

Recinto de votacion de la ciudad
Ayuntamiento de Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

Las urnas electorales se abrirán el día de las elecciones a las 7:00 a.m. y cerrarán a las 7:00 p.m.

SECCIÓN 4. De conformidad con el Acuerdo de Elecciones Conjuntas, Michael Scarpello, el Administrador de Elecciones del Condado de Dallas, actuara como Administrador de Elecciones para la eleccion.

SECCION 5. Todos los funcionarios designados para dichos cargos por el Administrador de Elecciones de la lista de jueces electorales propuestos enumerados en un anexo al Acuerdo de Elecciones Conjuntas o segun se seleccione de otra manera de conformidad con los terminos del Acuerdo de Elecciones Conjuntas, y en la medida requerida por la ley, dichos funcionarios electorales quedan asi designados.

SECCIÓN 6. Por la presente se crea una Junta de Boletas de Votación Anticipada de conformidad con la Sección 87.001 del Código Electoral de Texas. La Junta de Boletas de Votación Anticipada estará compuesta por miembros designados de la manera establecida en el Acuerdo de Elecciones Conjuntas y el Juez Presidente suplente de la Junta de Boletas de Votación Anticipada serán los funcionarios electorales enumerados en el Acuerdo de Elección Conjunta.

SECCIÓN 7. La votación anticipada en persona se llevara a cabo junto con otras entidades públicas del condado de Dallas en el sitio principal de votación anticipada del condado de Dallas ubicado en el edificio de tribunals George L. Allen Sr., 600 Commerce Street, Dallas, Texas 75202 a partir del lunes de abril. 19 de 2021 y hasta el martes 27 de abril de 2021 en los horarios establecidos a continuación:

Fechas de elecciones anticipadas Tiempos en los que las urnas estan abiertas

Lunes a sabado de 19 de abril de 2021 Hasta el 23 de abril De 2021	8:00 a.m. a 5:00 p.m.
Sabado 24 de abril de 2021	8:00 a.m. a 5:00 p.m.
Domingo 25 de abril de 2021	1:00 p.m. h.hasta las 6:00 p.m.
Lunes y martes de 26 de abril de 2021 y 27 de abril de 2021	7:00 a.m. a 7:00 p.m.

Ademas, todos los votantes calificados y registrados pueden votar por comparencia anticipada en el Ayuntamiento de Seagoville, 702 N. Hwy 175, Seagoville, Texas 75159 en las fechas y horas establecidas a continuación:

**Seagoville City Hall
702 N. Hwy. 175
Seagoville, TX 75159**

Fechas de elecciones anticipadas Tiempos en los que las urnas estan abiertas

De Lunes a Sabado	8:00 a.m. a 5:00 p.m.
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19 de abril de 2021 hasta
el 23 de abril de 2021

Sabado 24 de abril de 2021 8:00 a.m. a 5:00 p.m.

Domingo 25 de abril de 2021 1:00 p.m. a 6:00 p.m.

Lunes y Martes de 7:00 a.m. a 7:00 p.m.
26 de abril de 2021 y
27 de abril de 2021

SECCIÓN 8. Los lugares adicionales para la votacion anticipada se determinaran segun el Acuerdo de Eleccion Conjunta y el Contrato de Servicios Electorales con el Administrador de Elecciones del Condado de Dallas.

SECCIÓN 9. Por la presente se designa al Administrador de Elecciones del Condado de Dallas para que actue como Secretario de Votacion Anticipada y los empleados permanentes del Condado del Administrador de Elecciones son designados como secretaries adjuntos de votacion anticipada.

Las solicitudes para votacion anticipada pueden enviarse por correo, transportista, entrega, fax o correo electronico, y el Secretario de votacion anticipada debe recibirlas entre el 1 de enero de 2021 y el 20 abril de 2021.

Las solicitudes de boleta electoral por correo se enviaran por correo a:

Michael Scarpello, Secretario de Votacion Anticipada
1520 Round Table Dr.
Dallas, TX 75247

Las solicitudes de boletas electorales por correo deben recibirse a más tardar al cierre operaciones de negocio el martes 20 de abril de 2021.

Las solicitudes de votación anticipada deben enviarse por fax al 214-819-6303.

Las solicitudes de votación anticipada deben enviarse por correo electrónico a:
evapplications@dallascounty.org

SECCIÓN 10. La notificacion de la eleccion se publicara una vez en el periodico oficial de la Ciudad no antes del dia 30 o despues del dia 10 antes del Dia de la Eleccion y se colocara en la ventana delantra utilizada para publicar la notificacion de las reuniones del Concejo Municipal no despues del dia 21 antes del dia de las elecciones. Una copia del aviso publicado que contiene el nombre del periodico y la fecha de publicacion se conservara como registro de dicho aviso y la persona que publique el aviso hara un registro en el momento de la publicacion indicando la fecha y el lugar de publicacion.

SECCIÓN 11. La eleccion se llevara a cabo de conformidad con los Estatutos de la Ciudad y las leyes electorales del Estado de Texas. El candidato para cada cargo que reciba la mayoria de todos los votos emitidos para todos los candidatos sera elegido para cumplir dicho mandato o hasta que su successor sea debidamente elegido y calificado.

SECCIÓN 12. En caso de que ningún candidato para uno de los cargos a ser elegido en la eleccion anterior reciba la mayoria de todos los votos emitidos para todos los candidatos para dicho cargo, se convocara una eleccion de desempate para dicho cargo segun lo dispuesto en la Carta Organica. De la Ciudad y el Condigo Electoral del Estado.

SECCIÓN 13. Esta resolución se interpretará con cualquier acción del Tribunal de Comisionados del Condado de Dallas que disponga la realizacion de una eleccion conjunta con ostras entidades publicas como se contemple en este documento.

SECCIÓN 14. Se autoriza al Administrador de la Ciudad a negociar y ejecutar un contrato para una eleccion conjunta y servicios electorales con el Condado de Dallas como representante autorizado de la Ciudad.

SECCIÓN 15. Por la presente, se autoriza y ordena al Secretario de la Ciudad que presente, publique y/o publique, en el tiempo y la manera perscritos por la ley, todos los avisos que se requieran que se presenten, publiquen y / o coloquen en relacion con la realizacion de esta eleccion.

SECCIÓN 16. Esta resolución entrará en vigor inmediatamente después de su adopción.

**APROBADA POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS,
ESTE 1 DÍA DE FEBRERO DE 2021.**

APROBADO:

Dennis K. Childress, Mayor

ATESTIGUAR:

Kandi Jackson, City Secretary

APROBADO:

Victoria W. Thomas, City Attorney

Consent Session Agenda Item: 3

Meeting Date: February 1, 2021

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of Five Cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and requiring delivery of this Resolution and approved assessment fee to legal counsel for the steering committee.

BACKGROUND OF ISSUE:

The City of Seagoville is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within its municipal boundaries. Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within the City. For ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 178 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 178 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

FINANCIAL IMPACT:

\$843.90

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___ - R - 2021

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS (\$0.05) PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; AND REQUIRING DELIVERY OF THIS RESOLUTION AND APPROVED ASSESSMENT FEE TO LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, the City of Seagoville is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION 1. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Seagoville and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

SECTION 2. The City is further authorized to pay its 2020 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

SECTION 3. A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the 1st day of February, 2021, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Seagoville, Texas.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(/cdb 01/27/2021)

City of Arlington, c/o Atmos Cities Steering Committee
 Attn: Brandi Stigler
 101 S. Mesquite St., Ste 300
 MS #63-0300
 Arlington, TX 76010

Invoice

Date	Invoice #
1/11/2021	21-137

Bill To
City of Seagoville

Item	Population	Per Capita	Amount
2021 Membership Assessment	16,878	0.05	843.90

Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010	Total	\$843.90
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ACSC Cities (178 Members)

1. Abilene
2. Addison
3. Albany
4. Allen
5. Alvarado
6. Angus
7. Anna
8. Argyle
9. Arlington
10. Aubrey
11. Azle
12. Bedford
13. Bellmead
14. Benbrook
15. Beverly Hills
16. Blossom
17. Blue Ridge
18. Bowie
19. Boyd
20. Bridgeport
21. Brownwood
22. Bryan
23. Buffalo
24. Burkburnett
25. Burleson
26. Caddo Mills
27. Canton
28. Carrollton
29. Cedar Hill
30. Celeste
31. Celina
32. Centerville
33. Cisco
34. Clarksville
35. Cleburne
36. Clyde
37. College Station
38. Colleyville
39. Colorado City
40. Comanche
41. Commerce
42. Coolidge
43. Coppell
44. Corinth
45. Crandall
46. Cross Roads
47. Crowley
48. Dalworthington Gardens
49. Denison
50. Denton
51. DeSoto
52. Draper
53. Duncanville
54. Early
55. Eastland
56. Edgecliff Village
57. Emory
58. Ennis
59. Euless
60. Everman
61. Fairview
62. Farmers Branch
63. Farmersville
64. Fate
65. Flower Mound
66. Forest Hill
67. Forney
68. Fort Worth
69. Frisco
70. Frost
71. Gainesville
72. Garland
73. Garrett
74. Georgetown
75. Glenn Heights
76. Grand Prairie
77. Grapevine
78. Groesbeck
79. Gunter
80. Haltom City
81. Harker Heights
82. Haskell
83. Haslet
84. Hewitt
85. Highland Park
86. Highland Village
87. Honey Grove
88. Hurst
89. Hutto
90. Iowa Park
91. Irving
92. Justin
93. Kaufman
94. Keene
95. Keller
96. Kemp
97. Kennedale
98. Kerens
99. Kerrville
100. Killeen
101. Krum
102. Lakeside
103. Lake Dallas
104. Lake Worth
105. Lancaster
106. Lavon
107. Lewisville
108. Little Elm
109. Lorena
110. Madisonville
111. Malakoff
112. Mansfield
113. McKinney
114. Melissa
115. Mesquite
116. Midlothian
117. Murphy
118. Newark
119. Nocona
120. North Richland Hills
121. Northlake
122. Oak Leaf
123. Ovilla
124. Palestine
125. Pantego
126. Paris
127. Parker
128. Pecan Hill
129. Petrolia
130. Plano
131. Ponder
132. Pottsboro
133. Prosper
134. Quitman
135. Red Oak
136. Reno (Parker County)
137. Rhome
138. Richardson
139. Richland
140. Richland Hills
141. River Oaks
142. Roanoke
143. Robinson
144. Rockwall
145. Roscoe
146. Rowlett
147. Royse City
148. Sachse
149. Saginaw
150. Sansom Park
151. Seagoville
152. Sherman
153. Snyder
154. Southlake
155. Springtown
156. Stamford
157. Stephenville
158. Sulphur Springs
159. Sweetwater
160. Temple
161. Terrell
162. The Colony
163. Trophy Club
164. Tyler
165. University Park
166. Venus
167. Vernon
168. Waco
169. Watauga
170. Waxahachie
171. Westlake
172. Westover Hills
173. Westworth Village
174. Whitesboro
175. White Settlement
176. Wichita Falls
177. Woodway
178. Wylie

2020 ACSC NEWSLETTER



2020 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2020 that impacted ACSC and what's on the horizon next year.

ACSC Has a Productive 2020

This past year was another active year for the Atmos Cities Steering Committee (ACSC). On behalf of its member cities and their residents, ACSC participated in numerous proceedings before the Railroad Commission of Texas (RRC) and the Texas Legislature. This Year in Review highlights the significant events in 2020 that impacted ACSC and previews what is on the horizon for the coming year. Looking ahead, 2021 will likely be another busy year for ACSC at the RRC, the Texas Legislature, and the courts.



Atmos Mid - Tex and West Texas RRM's Settle

On March 31, 2020, Atmos Mid-Tex and West Texas submitted their 2020 Rate Review Mechanism (RRM) tariff filings.

Atmos has a statutory right to an annual increase in rates based on additional plant investment via a process that is referred to as "GRIP." RRM is a negotiated substitute for GRIP that only exists through the exercise of cities' original jurisdiction over rates and services. RRM is defined and controlled by ordinances that city councils adopted. The RRM tariff reflected in Mid-Tex and West Texas city ordinances is essentially a contractual commitment agreed to by both Atmos and cities.

Atmos Mid-Tex RRM Settlement

Atmos' Mid-Tex filing was based on a system-wide increase of \$136.3 million. The portion to be allocated to the ACSC member Cities was \$98.7 million. This request is significantly larger than any filing Atmos has ever made in its history. No prior request in a traditional rate case filed at the Railroad Commission has exceeded \$70 million. The largest amount previously requested from ACSC in a RRM filing was \$46.4 million in 2017. Atmos claims that 95%

of the increase relates to recovery of expenses related to pipe replacement, damage prevention, and leak surveying activities. Atmos states that in 2019 it replaced 188 miles of steel pipe, 77 miles of cast iron pipe, and over 24,000 steel service lines. Atmos also reports that in 2019 it performed more than one million line-locates, and found that excavators struck its lines more than 3,500 times. Additionally, Atmos surveyed approximately 13,500 miles of pipe.

On July 1, 2020, ACSC's consultants provided a report that proposed reducing the system wide request by roughly \$25 million and suggested that the additional increase to ACSC's rates should be limited to \$80.8 million. Two of the significant issues leading to adjustments were unreasonable excessive overtime pay and incentive compensation.

After negotiations, ACSC agreed to settle the Mid-Tex RRM at \$90 million with a two month delay in the effective date. ACSC's consultants have determined that the two month delay in effective date is worth between \$9 million and \$15 million, which would essentially bring Atmos Mid Tex's increase to about \$80.8 million.

Atmos maintains that the settlement on ACSC's Mid-Tex RRM will result in an economic advantage over the City of Dallas' settlement on an RRM-like filing.

Atmos West Texas RRM Settlement

While Atmos West Texas filed for a \$7.1 million increase, that filing was not consistent with the tariff it agreed to honor. The Company made adjustments to bring its request into compliance with the RRM tariff. Those necessary adjustments reduced the request to \$6.6 million (or roughly \$500,000 less than what would have been requested had the Company filed a traditional rate case). ACSC consultants produced a report that suggested

further adjustments of approximately \$2 million based upon a reasonableness review.

Because of COVID-19 virus issues, ACSC negotiated a two month delay in the October 1 Effective Date specified in the RRM tariff and a total increase of \$5.9 million. The two month delay in the Effective Date is worth around \$800,000.

West Texas Cities under RRM rates currently enjoy a slight economic advantage over cities that remain under GRIP rates (i.e., Lubbock and Amarillo). That economic advantage will continue with the adoption of this settlement.

Atmos West Texas Updates Rates to Include Triangle System

In late 2019, Atmos West Texas filed at the Railroad Commission of Texas (RRC) a Statement of Intent to include assets known as the "Triangle System" in its rate base (RRC Gas Utilities Docket No. 10900).

ACSC (West Texas Cities) intervened, engaged consultants, and filed testimony recommending adjustments for several items. Shortly thereafter, the parties entered into settlement discussions, and on January 22, 2020, filed a settlement agreement in the docket.

Atmos had requested an increase in revenues of \$266,000. The "black box" settlement results in a revenue decrease of \$300,000 and establishes some ongoing requirements related to future filings by Atmos.

On April 21, 2020, the RRC issued its Final Order, approving the settlement agreement. The settled reduction in revenues will have a very minimal effect on rates, and will be accompanied by a full reimbursement of the West Texas Cities' rate case expenses.

Atmos Pipeline-Texas Files 2020 Rider REV Adjustment

On August 14, 2020, Atmos Pipeline – Texas (APT) filed its 2020 Rider REV Adjustment (Rider REV) in Gas Utility Docket No. 10999. The Rider REV rate adjustment procedure was approved by the Railroad Commission of Texas (RRC) in Gas Utility Docket No. 10580. Every year APT conducts a true-up: if APT's revenues from transportation customers were less than the revenues set in GUD 10580, APT gets to apply a surcharge, but if APT collected more, they have to return revenue to transportation customers.

The 2020 adjustments affect the capacity charge component of the monthly customer charge for City Gate Service (CGS) Tariffs, and a Rate Schedule for Pipeline Transportation. APT serves city gate customers in Atmos' Mid-Tex division and additionally serves CoServe Gas, WTG Marketing, Inc., Corix Utilities (Texas), Inc., Texas Gas Services Co., Terra Gas Supply, and the Cities of Rising Star, Navasota, and Winona.

APT's 2020 Rider REV adjustment will decrease APT's rates established in GUD Nos. 10580 and 10718, as adjusted by GRIP filings, by \$48,667,624. So while APT rates will increase because of APT's GRIP filings (which resulted in a \$49 million rate increase), the 2020 Rider REV will limit that increase.

The RRC approved the filing at the October 20, 2020 open meeting.



Railroad Commission Adopts Measures to Address Coronavirus Threat

This year, the Railroad Commission of Texas (RRC) joined other state agencies and entities in adopting measures to address the threat presented by the COVID-19.

The RRC announced that most of its employees would be telecommuting, with the exception of a limited skeleton crew. This went into effect on Tuesday, March 17 and has continued throughout the year, until further notice. The public can still contact RRC Staff who are teleworking to ask questions about the energy industry, and operators can still contact the RRC about filings and processing. The RRC has also provided a 24-hour emergency number to report environmental emergencies.

Additionally, the RRC has no longer been accepting in-person filings. Parties may submit filings via U.S. Postal Service, FedEx or United Parcel Service. The RRC also provided a link to important resources for the public and for operators at the following web address: rrc.state.tx.us/covid19/.

The RRC established a process for operators, utilities, and other licensed companies and individuals to request a waiver from regulatory requirements. Entities may request waivers of RRC regulations by providing justifications as to why the regulatory requirements cannot be met. The RRC will review the waiver requests on a case-by-case basis and determine whether to accept or deny the request.

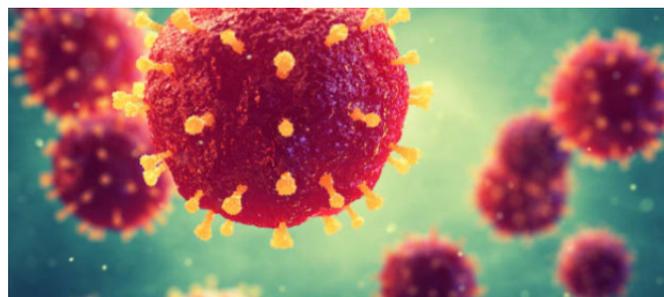
After the RRC cancelled its March 31, 2020 Open Meeting, the RRC has since held open meetings via virtual conference with full agendas.

[Recommendations to Suspend Disconnections and Accounting Mechanism for Recovery of Expenses Related to COVID-19](#)

In March, the RRC recommended that local gas

distribution companies temporarily suspend the disconnections of residential and small commercial gas utility customers for nonpayment while Texas remains in a State of Disaster, as declared by Governor Greg Abbott. In April, due to the financial uncertainty in collecting revenues due to the suspension of disconnects, the RRC authorized gas utilities the use of an accounting mechanism and subsequent process through which gas companies may seek future recovery of expenses resulting from the effects of COVID-19. Recoverable costs include but are not limited to: personal protective equipment; information technology equipment and associated costs to allow employees to work remotely; sanitizer and other cleaning supplies and services; medical and occupational health costs and services for advising employees that test positive or have been exposed to COVID-19 as a result of performing their job; bad debt and associated credit and collection costs; and other reasonable and necessary costs to address the impact of COVID-19 on gas utilities and their customers that would not have otherwise been incurred during the normal course of business.

Therefore, the RRC authorized each gas utility to record in a regulatory asset account the expenses associated with the COVID-19 State of Disaster. Any insurance proceeds resulting from claims, benefits resulting from government stimulus or other support programs, and/or donations or reimbursements received related to COVID-19 must be included as an offset to expenses in the regulatory account.



Republican Jim Wright Elected Railroad Commissioner

In the 2020 general election, Republican Jim Wright defeated Democrat Chrysta Castañeda in the election for a seat at the Texas Railroad Commission (RRC). The RRC consists of three commissioners who are elected for statewide, six-year, staggering terms, all of which have been Republicans for at least 25 years. No Democrat has been elected to any statewide seat in Texas since 1994.

Wright will replace Ryan Sitton, who lost to Wright in the GOP primary in March despite raising significant-

ly more money and who had the support of top state leaders including Gov. Greg Abbot, Lt. Gov. Dan Patrick, and both of the state's Republican U.S. senators. Wright also defeated Castañeda, who received support from environmental groups nationwide, as well as a late fundraising boost of \$2.6 million from Michael Bloomberg. Wright owns an oilfield waste services company, which, as Castañeda pointed out in her scathing campaign ads, was fined \$181,519 in 2017 for stockpiled waste that leaked into the soil and unpermitted stormwater ponds.

Atmos Energy Requests Rate Increase in Dallas

Atmos Energy (Atmos or Company) asked the City of Dallas to approve a rate increase for customers that would raise the company's revenues by \$18.3 million per year, or roughly 9.4%. This would result in a \$5.48 increase per month for the average customer. The City has limited control over the rate Atmos sets. Last year, the City Council denied Atmos' \$10.1 million rate increase, but the Commission approved an \$8.5 million rate increase.

Atmos said that its requested increase is due to the Company's efforts in 2019 to replace pipelines and better detect leaks. As you may recall, Atmos' aging pipelines have been under scrutiny after a natural gas explosion in northwest Dallas in February 2018 killed a 12 year-old girl. The Company says that it has eliminated over 16,000 leaks during the last fiscal year through "permanent replacement or repair" of pipelines in its mid-Texas region, according to its 2020 Dallas Annual Rate Review filing.

Members of the City Council agreed that pipeline quality and safety are important, but not all were convinced that approving the rate increase will lead to pipeline improvements. Council Member Lee Kleinman specified that he believes Atmos prioritizes paying dividends, and that when the City has approved rates in the past, the Company did not replace the aging infrastructure it should have.

On May 13, 2020, the City of Dallas deferred the timeline to act on Atmos' request due to COVID 19, until August 29, 2020.

On August 12, 2020, the City of Dallas determined that Atmos failed to demonstrate the reasonableness of the requested increase. Instead, Atmos and the City of Dallas agreed to an annual rate increase of \$15,800,000 to customers with the City.

The new rates went into effect as of September 1, 2020.



2021 ACSC Meetings

March 4
May 6
August 12
December 9

2021 Officers

Chair—Jennifer Richie (Waco)
Vice Chair—Meg Jakubik (Bedford)
Secretary—Adrienne Lothery (Colleyville)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Regular Session Agenda Item: 4

Meeting Date: February 1, 2021

ITEM DESCRIPTION:

Discuss and consider approving the publication of the Notice of Intent to issue the FY 2021 Bonds.

BACKGROUND OF ISSUE:

During the FY 2021 budget development process, Council approved bond financing for the following projects: New Police Station. The City Council has determined that it is in the best interests of the City and otherwise desirable to issue the City of Seagoville, Texas Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021 in an aggregate principal amount not to exceed \$5,000,000 (the "Certificates").

In connection with the Certificates, the City Council is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, said notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the Certificates are to be issued; and (iv) the manner in which the City Council proposes to pay the Certificates.

Approval of publication of notice of intent to issue bonds is an important step toward providing the funding for the project envisioned and listed above.

FINANCIAL IMPACT:

An anticipated 5.0 million to be provided from the bond sale (after bond costs).

RECOMMENDATION:

Staff recommends Council approval of the ordinance.

EXHIBITS:

Resolution
Exhibit A Notice of Intent
Exhibit B SELF-SUPPORTING DEBT

**CERTIFICATION PERTAINING TO
PASSAGE OF A RESOLUTION**

STATE OF TEXAS §
COUNTIES OF DALLAS AND KAUFMAN §
CITY OF SEAGOVILLE §

On the 1st day of February, 2021 the City Council of the City of Seagoville, Texas, convened via teleconference and video conference in compliance with an advisory issued by the Office of the Governor, the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by Chapter 551, Texas Government Code, as amended; and the roll was called of the duly constituted officers and members of the City Council, which officers and members are as follows: and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, a written ordinance bearing the following caption was introduced:

Dennis K. Childress	Mayor
John Epps	Mayor Pro Tem
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION FOR THE DESIGN,
ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN
PUBLIC WORKS, AUTHORIZING DISTRIBUTION OF A PRELIMINARY
OFFICIAL STATEMENT RELATING TO SUCH SERIES OF CERTIFICATES
AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO**

The Resolution, a full, true and correct copy of which is attached hereto, was read and reviewed by the City Council.

Thereupon, it was duly moved and seconded that the Resolution be finally passed and adopted.

The Presiding Officer put the motion to a vote of the members of the City Council, and the Resolution was finally passed and adopted by the following vote:

AYES: ___ NAYS: ___ ABSTENTIONS: ___

THIS CERTIFICATE IS CERTIFIED TO BE TRUE AND CORRECT, and to correctly reflect the duly constituted officers and members of the City Council of said City, and the attached and following copy of said Resolution is hereby certified to be a true and correct copy

of an official copy thereof on file among the official records of the City, all on this the 1st day of February, 2021.

City Secretary, City of Seagoville, Texas

[SEAL]

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

STATE OF TEXAS §
COUNTIES OF DALLAS AND KAUFMAN §
CITY OF SEAGOVILLE §

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO SUCH SERIES OF CERTIFICATES AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City Council (the “*City Council*”) of the City of Seagoville, Texas (the “*City*”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Council has determined that it is in the best interests of the City and otherwise desirable to issue the City of Seagoville, Texas Certificates of Obligation, Series 2021, in one or more series, in an aggregate principal amount not to exceed \$5,150,000 (the “*Certificates*”) for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the purposes for which the certificates are to be issued, (iii) the manner in which the City Council proposes to pay the certificates, (iv) the current principal of all outstanding debt obligations of the City, the combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, the maximum principal amount of the certificates to be authorized, and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full, (v) the estimated interest rate for the certificates to be authorized, and (vi) the maximum maturity date of the certificates to be authorized; and

WHEREAS, the City Council has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in **Exhibit A** hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

Section 3. Designation of Self-Supporting Securities. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached **Exhibit B**, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 4. Authorization of Other Matters Relating Thereto. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon passage.

Section 6. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public in compliance with the advisory issued by the Office of the Governor and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

DULY ADOPTED this 1st day of February, 2021.

APPROVED:

Mayor
City of Seagoville, Texas

ATTEST:

City Secretary
City of Seagoville, Texas

(SEAL)

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Seagoville, Texas (the "City") will meet at its regular meeting place at City Hall, Seagoville, Texas (or if necessary, via teleconference and video conference in compliance with an advisory issued by the Office of the Governor) at 7:00 p.m. on the 5th day of April, 2021, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, payable from ad valorem taxation and a limited (in an amount not to exceed \$1,000) subordinate pledge of certain revenues of the water and sewer system of the City, in the maximum aggregate principal amount of \$5,150,000 bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) construction of a replacement police station (which will also contain related support services) to be located at E. Simonds Road and E. Farmers Road, including the purchase of materials, supplies, equipment, machinery, and rights-of-way in relation thereto; and (ii) professional services rendered in connection with the above listed project. The estimated combined principal and interest required to pay the Certificates on time and in full is \$6,975,000. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 3.25%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot provide any assurance regarding the rate of interest that the Certificates will bear upon their issuance. As of the date of this notice, the aggregate principal amount of outstanding public securities of the City secured by and payable from ad valorem taxes is \$6,990,000 and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding public securities of the City secured by and payable from ad valorem taxes (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$ 9,015,724.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this ___ day of _____, 2021.

City Secretary
City of Seagoville, Texas

**EXHIBIT B
SELF-SUPPORTING DEBT**

Principal Amount Designated as Self Supporting	Series Designation
\$3,160,000	TAX AND WATERWORKS AND SEWER SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015
\$1,805,000	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017
\$4,965,000	Total Principal Amount Designated as Self-Supporting

Regular Session Agenda Item: 5

Meeting Date: February 1, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Professional Services Contract with Pipeline Analysis, LLC, for the purpose of performing various field tests and inspections of the wastewater collection system within the Northeastern Service Area, preparing final reports containing recommended system repairs and the estimated costs associated with reducing wet weather inflow and infiltration in an amount not to exceed One Hundred Nine Thousand Nine Hundred Fifty Dollars and Eighty-Two Cents (\$109,950.82), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said Agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

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

It will address an area of our sanitary sewer system that is served in the Northeastern Service Area and will assist in reducing inflow and infiltration (I & I) issues. If approved, the contractor will perform tasks that will assist the City in developing a long-term plan to reduce and hopefully eliminate sanitary sewer overflows (SSO's) in the area identified in this contract.

Approval of this Contract will assist Staff in mapping out a plan to address the aforementioned issues over the coming years, and it will help Staff in planning future budget requests directed at reducing I & I and SSO's in the identified area.

FINANCIAL IMPACT:

Funding for this Professional Services Agreement in the amount of \$109,50.82 will be made from the FY2021 Water and Sewer Fund. The City has sufficient funding available in this account to fund this project.

The proposed Contract has been reviewed and approved as to form by the City Attorney.

EXHIBITS:

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

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH PIPELINE ANALYSIS, LLC, FOR THE PURPOSE OF PERFORMING VARIOUS FIELD TESTS AND INSPECTIONS OF THE WASTEWATER COLLECTION SYSTEM WITHIN THE NORTHEASTERN SERVICE AREA, PREPARING FINAL REPORTS CONTAINING RECOMMENDED SYSTEM REPAIRS AND THE ESTIMATED COSTS ASSOCIATED WITH REDUCING WET WEATHER INFLOW AND INFILTRATION IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND EIGHTY-TWO CENTS (\$109,950.82), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Seagoville (“City”) desires to enter into an Professional Services Contract (“Contract”) with Company to perform the services as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the Contract is intended to ensure the City’s commitment and adherence to the EPA’s Capacity Management and Overflow Maintenance (CMOM) guidelines, which requires the inspection of ten percent (10%) of the City’s sanitary sewer lines per year; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the Contract with the Company in an amount not to exceed one hundred-nine thousand nine hundred fifty dollars and eighty-two cents (\$109,950.82), and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves the Contract, with the Exhibit(s) thereto, by and between the City and Company in an amount not to exceed one hundred-nine thousand nine hundred fifty dollars and eighty-two cents (\$109,950.82), which is attached hereto and

incorporated herein as Attachment 1, and hereby authorizes the City Manager to execute said Agreement.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 1st day of February, 2021.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY

Professional Services Contract
City of Seagoville, Texas
Sanitary Sewer Evaluation Survey
Northeast Service Area



January 29, 2021



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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the City of Seagoville, hereinafter called "City", acting by and through Pat Stallings duly authorized to act on behalf of CITY and Pipeline Analysis, LLC hereinafter called "ENGINEER", acting by and through James H. Forbes, Jr., P.E. (Project Manager) duly authorized to so act on behalf of the ENGINEER.

WHEREAS, the CITY desires professional engineering services in connection with the Sanitary Sewer Evaluation Survey of a portion of the City of Seagoville, Texas, wastewater system (Northeast Service Area) hereinafter called "the PROJECT"; and

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

THE CITY AND ENGINEER AGREE AS FOLLOWS:

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

1. SCOPE OF SERVICES

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

1.1 Approach to Project

This project will perform various field testing and inspection of the wastewater collection system within the designated Northeast Service Area and prepare a final report that recommend system repairs and estimated costs to reduce wet weather infiltration/inflow.

1.2 Detailed Scope of Services

See Exhibit B attached.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data

CITY will provide to ENGINEER at no cost those sewer maps and any applicable previous reports.

Existing data delivered to the ENGINEER by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

2.2 Provide Access

Arrange for access to, and make all provisions for, ENGINEER to perform services under this AGREEMENT.

2.3 CITY Representative

CITY designates Chris Ryan as representative to act as the contact person on behalf of the CITY.

Chris Ryan
 Public Works Director
 101 N. Watson
 Seagoville, TX 75159
 972-287-6823
cryan@seagoville.us

3. SCHEDULE

3.1 Schedule

The ENGINEER’S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work according to the following schedule, weather permitting:

Task	Description	Month					
		1	2	3	4	5	6
100	Mobilization	■					
200	Manhole/Pipe Inspection -(100%)	■					
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)		■				
400	Dye Flooding			■	■		
500	Preparatory Cleaning						
600	CCTV Inspection						
700	Admin.,Project Mgt.	■	■			■	
800	Defect Analysis/Rehab.			■	■	■	
900	Database, Cost Estimates, Mapping, Final Reports					■	■

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

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

3.2 Completion of Services

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

3.3 Changes

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

3.4 Written Authorization for Additional Work

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

4. PAYMENT FOR SERVICES

4.1 Terms

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

Basic Engineering Fee:

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

Reimbursable Expenses

Not applicable

Additional Services

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

4.2 Basis and Amount of Compensation for Basic Services

Compensation for basic services will be as shown in Exhibit A. The total amount of compensation to be paid under this contract will not exceed \$109,950.82. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

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

4.5 Delay

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional

Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

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

5.2 Suspension

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

5.3 Abandonment

Express abandonment may be by CITY upon seven (7) days written notice to the ENGINEER. If the Project is left idle by CITY or ENGINEER for more than ninety (90) consecutive days, then abandonment will be implied and the ENGINEER or CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

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

If CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CITY, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this

section, the ENGINEER shall have no liability to CITY for delay or damage caused CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

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

6.2 Progress and Performance

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

6.3 CITY Control

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

6.4 Independent Agent

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

6.5 Compliance with Laws

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

6.6 No Additional Work Without Authorization

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

6.7 Indemnification

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

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

6.8 Insurance

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

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

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

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

inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT.

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

6.9 Property

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

6.10 Governing Law

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

6.11 Assignment

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

6.12 Business Prohibitions

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

7. DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2021.

**City of Seagoville
702 N. Hwy 175
Seagoville, TX 75159
(P) (972) 287-6819 (F) (972) 287-3891**

By: _____
Pat Stallings (City Manager)

Date: _____

**ENGINEER
Pipeline Analysis, LLC
1115 Main Street
Garland, Texas 75040
(800)637-0164
(972)479-0659 FAX**

By: _____

James H. Forbes, Jr., P.E. (President)

Proposal Date: January 29, 2021

Exhibit A
Compensation
Sewer System Evaluation Survey
Northeast Service Area

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,650.00
200	Manhole/Pipe Inspection -(100%)	160	\$115.00	\$ 18,400.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	63,622	\$ 0.56	\$ 35,628.32
400	Dye Flooding	5	\$225.00	\$ 1,125.00
500	Preparatory Cleaning	9545	\$ 2.40	\$ 22,908.00
600	CCTV Inspection	9545	\$ 2.10	\$ 20,044.50
700	Admin.,Project Mgt.	L.S.	L.S.	\$ 1,575.00
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 1,375.00
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 7,245.00
Total Not To Exceed				\$109,950.82

Exhibit B

Detailed Scope of Services

The following represents the project approach. Tasks include:

- Manhole Inspection
- Smoke Testing
- Dye Water Flooding
- Internal Cleaning and TV Inspection
- Map Update
- Final Report

TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by the City of Seagoville concerning this project, including, but not limited to, the following:

1. Previous studies for the service areas to be investigated

Deliverable:

1. Delivery of equipment and personnel
2. Work maps of the designated Northeast service area and delineated boundaries

To Be Provided by City:

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

Deliverables:

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

TASK 200 MANHOLE/PIPE INSPECTION

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

accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

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

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

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

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

To Be Provided by City:

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

Measurement of Payment:

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

TASK 300 SMOKE TESTING OF STUDY AREA

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

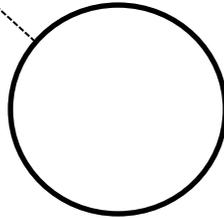
Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes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

To Be Provided by City:

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

Deliverables:

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



SMOKE TESTING NOTICE TO RESIDENT

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

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

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

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

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

972-479-0655



Task 400 Dye Flooding (If required)

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

To Be Provided by City:

- Water for dye flooding at no cost to Engineer

TASK 500 & 600 CLEANING AND CCTV

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

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

To Be Provided by City:

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

Measurement of Payment:

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

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

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

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

Management work items include:

1. Field crew supervision and project planning
2. Prepare monthly billings

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

Deliverables:

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

To Be Provided by City:

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

TASK 800 DEFECT ANALYSIS/ REHABILITATION

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

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

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

To Be Provided by City:

- None

TASK 900 FINAL REPORT

Prepare and submit a Final Report that includes the following:

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

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

Regular Session Agenda Item: 6

Meeting Date: February 1, 2021

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: 7

Meeting Date: February 1, 2021

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